Paid, Satisfied and Cancelled
This 31 day of Jan. 19 77
Attest: [illegible]
Chancery Clerk Eva [illegible] D.C.

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

James L. Murphy and wife, Sharon Scott Murphy

of the first part, hereinafter designated as the Grantor,

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

Charles Foren and wife, Evelna Foren 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 00/100---------- DOLLARS

($ 5,000.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 7.5 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 May 22, 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:

Tract I: Commencing at the Northwest corner of the Southeast Quarter Section 4, Township 3, Range 7 West, Chickasaw Cession; thence East along the North Line of said Quarter Section 628.7 feet to a one-half inch iron pipe found; thence South 05 degrees 46 minutes 02 seconds East 1,560.75 feet to a one-half inch reinforcing bar set, being the point of beginning and the Northwest corner of the described tract; thence North 84 degrees 12 minutes 17 seconds East 82.99 feet to a point; thence South 05 degrees 47 minutes 43 seconds East 1089 feet to a point on theSouth Line of said Section; thence

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South 84 degrees 12 minutes 17 seconds West 83.52 feet

along the South Line of said Section to a point (¾ inch iron pipe found on 19.66 feet offset); thence North 05 degrees 46 minutes 02 seconds West 1089 feet to the point of beginning, containing 2.08 acres, more or less. Located in the Southeast Quarter of said Section. All bearings referenced to magnetic North.

Tract II: Commencing at the Northwest corner of the Southeast Quarter of Section 4, Township 3, Range 7 West, Chickasaw Cession; thence East along the North line of said Quarter Section 628.7 feet to a one-half inch iron pipe found; thence South 05 degrees 46 minutes 02 seconds East 1560.75 feet to a one-half inch reinforcing bar set; thence North 84 degrees 12 minutes 17 seconds East 202.99 feet to a one-half inch reinforcing bar set, being the point of beginning and the Northwest corner of the described tract; thence South 42 degrees 05 minutes 43 seconds East 355.52 feet to a one-half inch reinforcing bar set; thence South 07 degrees 27 minutes 31 seconds West 172.18 feet to a one-half inch reinforcing bar set; thence South 21 degrees 28 minutes 00 seconds West 217.74 feet to a one-half inch reinforcing bar set; thence South 69 degrees 03 minutes 47 seconds East 31.66 feet to a chiseled mark in concrete around base of fence post; thence South 17 degrees 12 minutes 49 seconds West 152.01 feet to a one-half inch reinforcing bar set; thence South 02 degrees 09 minutes 29 seconds West 289.95 feet to a point on the South Line of said Section; thence North 05 degrees 47 minutes 43 seconds West 1089 feet to the point of beginning, containing 2.35 acres, more or less; and located in the Southeast Quarter of said Section. All bearings referenced to magnetic North.

Tract III: A non-exclusive right of way easement for

purposes of ingress and egress described as commencing at the Northwest corner of the Southeast Quarter of Section 4, Township 3, Range 7 West, Chickasaw Cession; thence East along the North line of said Quarter Section 628.7 feet to a one-half inch iron pipe found; thence South 05 degrees 46 minutes 02 seconds East 2649.75 feet to a point on the South line of said Section; thence North 84 degrees 12 minutes 17 seconds East 346.62 feet along the South line of said Section to the point of beginning of the center line of a twenty foot easement for driveway from Brights Road; thence North 09 degrees 10 minutes 09 seconds West 77.64 feet; thence North 14 degrees 05 minutes 25 seconds West 108.69 feet; thence North 42 degrees 08 minutes 21 seconds West 80.78 feet; thence North 66 degrees 03 minutes 04 seconds West 42.70 feet to a point where the centerline of the existing gravel driveway intersects the East line of the driveway on the James L. Murphy, et ux 3.0 acre tract of land, containing 0.14 acres, more or less, and located in the Southeast Quarter of said Section.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured heroby 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 22nd day of March 19 76

James L. Murphy

Sharon Scott Murphy

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. Murphy and wife, Sharon Scott Murphy who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 22nd day of March 19 76

My Commission Expires: Jan 29 1980

NOTARY PUBLIC STATE OF MISS. AT LARGE

Dolores M Smith
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that this instrument was filed for record at 1 o'clock
15 P 30 of March 1976, and that the same has
198 1 records of REAL ESTATE Trust Deed
been duly recorded in Book
of said County.
Witness my signature this the 30 day of March 1976.

Fee $ 4.50 paid

D. G. Ferguson

30 Pontotoc St.

SMco # 29425

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

Mtgr. James E. Gray

FNMA No. 230700365

FHA/VA No. 281-057310-0203

STATE OF MISSISSIPPI)
)SS.
COUNTY OF DeSoto)

FULL RELEASE OF LIEN

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

Lot 42, SectionA, Hernando Estates Subdivision, in Hernando, Mississippi, as recorded in Plat Book 3, Pages 33 and 34, in the Chancery Clerk's Office of DeSoto County, Mississippi; and being part of the west half of Section 7, Township 3, Range 7 West.

FHA Deed of Trust dated July 22,1969, executed by James E. Gray and wife, Anna R. Gray to Ernest P. Schumacher Trustee for Schumacher Mortgage Company,Inc., filed for record July 30,1969 at 9:00 A. M., and recorded in Book 111, Page 235, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The said Deed of Trust and the indebtedness thereby secured are hereby cancelled, released and discharged.

IN WITNESS WHEREOF, the said FEDERAL NATIONAL MORTGAGE ASSOCIATION has caused this instrument to be executed by Robert A. Chambers its, duly authorized Assistant Vice President, this 16th day of March, 19 76.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (SEAL)

By: Robert A. Chambers
Robert A. Chambers Assistant Vice President

STATE OF GEORGIA)
)SS.
COUNTY OF FULTON)

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

Witness my signature and official seal this 16th day of March, 19 76.

Dorothea D. Johnson
Notary Public, Georgia at Large
My Commission Expires:
(SEAL)

Notary Public, Georgia, State At Large
My Commission Expires Jan. 5, 1979

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 198 Page 5 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 30 day of March 1976.

H. W. Simmons CLERK

3.50

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PARTIAL RELEASE

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

Lot 303 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.

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 24th day of March 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 day of March, 1976.

Mary I Bynum
NOTARY PUBLIC

My commission expires:
June 1, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock
15 minutes P M. 30 day of March 1976, and that the same has
been recorded in Book 198 Page 6 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 30 day of March 1976.
Fees $2.50 By H. H. Seymour D.C.

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 415, 431, 445, 451, 469, 477, 481, 483, 485, 491, 492, 500, 505, 535, 547, 538, 565, 567, 580, 583, 593, 595, 598, 600, 609, 610, 620, 623, 643, 662, 649, 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.

Lot 295 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.

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 17th day of March 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 24th day of March, 1976.

NOTARY PUBLIC

Marie N Byrne
NOTARY PUBLIC

My commission expires:
June 1, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 15 minutes P M. 30 day of March 1976, and that the same has been recorded in Book 198 Page 7 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 30 day of March 1976.

Fees $ 3.00 Pd.

SEAL H. P. Ferguson CLERK

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 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.

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 24th day of March, 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 24th day of March, 1976.

Mary K Bynum
Notary Public

NOTARY PUBLIC COUNTY OF DALLAS

My Commission expires:
June 1, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 15 minutes P M. 30 day of March 1976, and that the same has been recorded in Book 198 Page 9 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 30 day of March 1976.
H. H. Sexton CLERK
Fees 2.50

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PARTIAL RELEASE

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, COMMERCIAL AND INDUSTRIAL BANK, does hereby release from the lien of the Deed of Trust given by S&W Construction Company, a Tennessee Corporation and by STAR LAND DEVELOPMENT CORPORATION, A MISSISSIPPI CORPORATION, to Howard E. Carter, Trustee for the benefit of Commercial and Indistrial 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 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.

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 day of March, 1976.

COMMERCIAL AND INDUSTRIAL BANK

By: _____
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 19 day of March, 1976.

_____

My commission expires:

10-26-77

STATE OF MISSISSIPPI COUNTY
I certify that the within instrument was filed for record at 1 o'clock
15 minutes P 30 day of March 1976, and that the same has
been recorded in Book 198 10 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal of office this the 30 day of March 1976.

Fees 2.50

_____ CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 220 PAGE 444
THIS 9 DAY OF Jan 19 78
H. D. Ferguson
CHANCERY CLERK

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Partial Release of this Instrument Recorded in
Deed Estate T.D. Book
No. 210 Page 399
This 14 day of April 19 75
H. D. Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK
PAGE
THIS DAY OF 19
CHANCERY CLERK

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BOOK 416 PAGE 45 BOOK 85 PAGE 15A
BOOK 2349 PAGE 98

DEED OF TRUST

NO. 389

THIS INDENTURE, this day made and entered into between

AFFILIATED INVESTMENTS, INC.

of the first part, hereinafter designated as the Grantor,

-----WAYNE L. NIX---------- Trustee, of the second part, hereinafter designated as Trustee, and

FIRST NATIONAL BANK OF JACKSON, 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 MILLION ONE HUNDRED SEVENTY NINE THOUSAND AND NO/100----- DOLLARS

($ 3,179,000.00) evidenced by One promissory note of even date herewith, bearing interest at the rate of one-half percent above the New York Prime Rate (Prime + 1/2%) per annum after date until paid, due and payable on or before 365 days after date, said note providing for the payment of a reasonable attorney's fee for collection if not paid when due and same is placed in the hands of an attorney for collection.

The indebtedness secured by this Deed of Trust represents a renewal and extension of the indebtedness secured by those certain Deeds of Trust from Grantor to Trustee for Beneficiary covering the following described property, dated the 7th day of April, 1975, recorded in the office of the Chancery Clerk of Madison County, Mississippi in Book 409 at Page 502, and Deed of Trust dated October 25, 1974, recorded in the office of the First Judicial District of Hinds County Chancery Clerk in Book 2245 at Page 392, the office of the Chancery Clerk in the Second Judicial District of Harrison County in Book 73 at Page 58, the Office of the Chancery Clerk of Simpson County in Book 615 at page 5, and the Office of the Chancery Clerk of Desoto County in Book 182 at Page 507, and this Deed of Trust renews and extends the liens of the said former Deeds of Trust.

The right to pay at any time the entire unpaid balance owing on the above indebtedness, or any part thereof, is hereby reserved.

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 First Judicial District of Hinds County, Second Judicial District of Harrison, County, and the Counties of Simpson and DeSoto, and Madison, State of Mississippi, and more particularly described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED FOR DESCRIPTION

(over)

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BOOK 416 PAGE 46

BOOK 2349 PAGE 99

EXHIBIT "A"

FIRST JUDICIAL DISTRICT
HINDS COUNTY

BOOK 85 PAGE 150

PARCEL I:
A parcel of land located in the Southeast 1/4 of Section 23 and the Southwest 1/4 of Section 24, Township 6 North, Range 1 West, containing 28.46 acres more or less and being more particularly described as follows:

Beginning at the Southwest corner of the Southeast 1/4 of Section 23, Township 6 North, Range 1 West, run thence East 2,697.69' to a point. Run thence North 952.35' to the point of beginning.

Run thence North 0°-03' East, 349.09', to an iron pipe.
Run thence North 0°-29' West, 41.97', to an iron pin.
Run thence, South 89°-14', East, 190.00' to a point.
Run thence, North 0°-46' East 807.40', to a point.
Run thence, South 89°-57' West, 1,364.33', to a point.
Run thence, South 4°-08' West, 159.07', to a point.
Run thence, South 72°-50' West, 120.00', to a point.
Run thence, South 01°-13' West, 306.14', to an iron pin.
Run thence, South 0°-43' East, 130.01', to an iron pin.
Run thence, South 89°-28' East, 281.48', to an iron pin.
Run thence, South 0°-41' East, 75.83', to an iron pin.
Run thence, North 87°-26' East, 49.82', to an iron pin.
Run thence, North 00°-32' West, 72.85', to an iron pin.
Run thence, South 89°-26' East, 380.01 ', to an iron pin.
Run thence, South 0°-43' East, 74.99', to an iron pin.
Run thence,South 89°-26' East, 75.75', to an iron pin.
Run thence, South 0°-14' West, 475.81', to an iron pin.
Run thence, South 89°-24' East, 508.31', to the point of beginning.

PARCEL II: SECOND JUDICIAL DISTRICT - HARRISON COUNTY
The following described real property, lying and being situated in the Second Judicial District of Harrison County, Mississippi, to-wit:

Commencing at the Northeast corner of Lot 6, Block 14, Redding Ridge Subdivision, as per plat thereof recorded in the Office of the Chancery Clerk of Harrison County, Mississippi, said point also being the point of beginning of the herein described property; from said point of beginning run thence West a distance of 1950.0 feet to a point on the West margin of Belle Street; thence run South along said margin a distance of 100 feet to the North margin of Lot 4, Block 2, Redding Ridge Subdivision; thence run West along said margin of Lot 4 a distance of 311.7 feet to a point; thence run North a distance of 863.5 feet to the South right-of-way line of Interstate 10; thence run North 68 degrees 23 minutes 55 seconds East along said right-of-way a distance of 81.3 feet; thence run North 74 degrees 47 minutes East a distance of 305.6 feet; thence run South 86 degrees 49 minutes East a distance of 524.7 feet; thence run South 79 degrees 31 minutes East a distance of 897.2 feet; thence run South 66 degrees 21 minutes East a distance of 403.1 feet; thence run South 36 degrees 36 minutes East a distance of 195.0 feet to a point; thence run South 363.37 feet to the point of beginning, and containing 39.8 acres, more or less, and lying and being situated in Section 8, in Fractional Section 23, Township 7 South, Range 9 West, Harrison County, Mississippi.

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PARCEL III
A tract of land containing 123 acres, more or less, in the E½ of W½ of Section 29, Township 9 North, Range 3 East, Madison County, Mississippi, more particularly described as follows, to-wit:
Beginning at the intersection of the east line of the Canton Colored Cemetery and the south line of the Dinkins Street 60-foot wide right-of-way, said point of beginning being 1315.6 feet east of and 67.1 feet south of the northwest corner of said Section 29 as determined from the southwest corner of Virginia Addition as recorded in Plat Book 4 at Page 17 in the records of the Chancery Clerk of said county, and run south 88° 31' east along the south line of Dinkins Street for 1297.6 feet to a point; thence south 00° 07' west for 5217.9 feet to a point; thence west for 1298.2 feet to an existing concrete monument representing the southwest corner of the E½ of W½ of said Section 29; thence north 00° 07' east for 2377.4 feet to a point; thence east for 964.5 feet to a point; thence north for 1492.7 feet to a point; thence west for 961.5 feet to a point; thence north 00° 11' east for 639.7 feet to an existing concrete monument representing the southeast corner of Kathy Subdivision; thence north 00° 07' east along the east line of Kathy Subdivision to a concrete monument at the northeast corner of Kathy Subdivision and the southeast corner of the Canton Colored Cemetery; thence run north 00° 07' east along the east line of the Canton Colored Cemetery for 285.7 feet to the

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Point of beginning.

The above described lands includes Academy Park Subdivision of Canton, a subdivision, according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County in Canton, Mississippi, in Plat Book 5 at Page 36 thereof, reference to which is hereby made in aid of and as a part of this description.

LESS AND EXCEPT, however, Lots 7 - 15, Block 2, and Lot 3, Block 3, and Lot 5, Block 3, and Lots 10 and 11, Block 8 of Academy Park Subdivision.

PARCEL IV: Lots 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 73, 74, 75 and 76 of ROSEBUD SUBDIVISION, Part II, according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 5, at Page 42 thereof.

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PARCEL V

SIMPSON COUNTY

The NE 1/4 of the SE 1/4 of Section 31, Township 1 North, Range 6 East, but less and except one and one-half acres on the west side of the south half of the said NE 1/4 of the SE 1/4 which was deeded to Mrs. Roxie Hester, and containing 38-1/2 acres, more or less.

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PARCEL VI:

DeSOTO COUNTY

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TRACT I: Metes and bounds Lot 71, Rainbow Village Subdivision, DeSoto County, Mississippi. Beginning at a point in the East line of Haleville Road (50 feet wide) 1,032.14 feet West and 627.50 feet South of the Northeast corner of Section 23, Township 1, Range 8 West, DeSoto County, Mississippi, and running thence eastwardly along the South line of the O. G. Watson property a distance of 125.00 feet; thence eastwardly along the South line of Lot 46 of the proposed Rainbow Village Subdivision a distance of 45.01 feet; thence southwardly along the west line of Lots 56 and 57 of the proposed Rainbow Village Subdivision a distance of 205.53 feet; thence north-westwardly along the north line of Lot 69 of the proposed Rainbow Village Subdivision a distance of 24.43 feet; thence south-westwardly along the west line of Lot 69 of the proposed Rainbow Village Subdivision a distance of 132.70 feet to a point in the north line of Belmont Drive (50 feet wide) of the proposed Rainbow Village Subdivision; thence north-westwardly along the north line of Belmont Drive of the proposed Rainbow Village Subdivision a distance of 135.00 feet; thence north-eastwardly along an arc whose radius is 25.00 feet a distance of 39.27 feet to a point in the east line of Haleville Road of the proposed Rainbow Village Subdivision, thence north-eastwardly along the east line of Haleville Road of the proposed Rainbow Village Subdivision along an arc whe radius is 153.56 feet a distance of 116.13 feet; thence northwardly along the east line of Haleville Road of the proposed Rainbow Village Subdivision a distance of 82.14 feet to the point of beginning, all in Section 23, Township 1, Range 8 West, DeSoto County, Mississippi.

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TRACT II: Beginning at a point in the east line of Haleville Road (50 feet wide) and the north line of Rainbow Village Subdivision 1032.14 feet west and 627.50 feet south of the northeast corner of Section 23, and running thence S 5° 53' 30" E along the east line of Haleville Road a distance of 82.14 feet; thence southwestwardly along an arc whose radius is 183.56 feet a distance of 116.13 feet; thence southwardly along an arc whose radius is 25.00 feet a distance of 39.27 feet to a point in the north line of Belmont Drive (50 feet wide) thence S 59° 39' E along the north line of Belmont Drive a distance of 135.00 feet; thence N 30° 21' E a distance of 132.70 feet: thence S 77° 03' E a distance 24.43 feet; thence S 59° 30' E a distance of 251.96 feet; thence N 84° 03' E a distance of 319.49 feet to a point in the east line of Rainbow Village Subdivision; thence S 5° 57' E along the east line of Rainbow Village Subdivision a distance of 771.43 feet; thence S 84° 31' 30 " W along the south line of Rainbow Village Subdivision a distance of 1236.73 feet; thence N 5° 57' W along the west line of Rainbow Village Subdivision a distance of 704.91 feet; thence N 6° 05' W along the west line of Rainbow Village Subdivision a distance of 415.59 feet; thence N 84° 27' E along the north line of Rainbow Village Subdivision a distance of 535.00 feet to the point of beginning, all in Section 23, Township 1, Range 8 West, DeSoto County, Mississippi. This property contains 26.833 acres.

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FIRST JUDICIAL DISTRICT
HINDS COUNTY

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PARCEL VII

Lot 15, Block A, Pinelawn Subdivision, Vacant Lot, Jackson, Hinds County, Mississippi.

Lots 10, 11, 12, 13 and 14, Block A: Lots 1, 6, 7, 8, 9, 10, Block B, Pinelawn Subdivision, Jackson, Hinds County, Mississippi.

Lots 4, 5, 6, 7, 8, 9, Block A and Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21, Block B, Pinelawn Subdivision, Jackson, Hinds County, Mississippi.

Signed for identification this 22nd day of January, 1976.

AFFILIATED INVESTMENTS, INC.

By: _____
George S. Sanders, Jr., President

By: _____
Edward D. Simms, Senior Vice President

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 22nd day of January 19 76.

AFFILIATED INVESTMENT, INC.

By: _____
George S. Sanders, Jr., President

By: _____
Edward D. Simms, Senior Vice 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

_____
Notary Public

My Commission Expires: _____

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STATE OF MISSISSIPPI
COUNTY OF HINDS

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BOOK 2349 PAGE 105

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid,

George S. Sanders, Jr., President and Edward D. Simms, Senior Vice President

respectively of the above named AFFILIATED INVESTMENTS, INC.,

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

Given under my hand and official seal of office, this the 22nd day of January 19 76

Loraine Smith
Notary Public

My Commission Expires:

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 25 minutes P. M. 30 day of March 1976 and that the same has been recorded in Book No. 198 Page 11 records of Trust Deeds of said County.

Witness my hand and seal this 31 day of March 1976.

Clerk

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 25 minutes P. M. 30 day of March 1976, and that the same has been recorded in Book 198 Page 11 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 31 day of March 1976.

Fees $ 8.00 pd.

SEAL H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
211 PAGE 733
THIS 20 DAY OF May 1977
CHANCERY CLERK

Branch Mphs., Tn. No. Mos 180

February 7 19 76

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

Whereas, DAVID E. PARKER AND BONNIE E. PARKER H/WF

hereinafter called Grantor, being justly indebted to JIM WALTER HOMES, INC., a corporation organized and existing under the laws of the State of Florida and qualified to do business in the State of Mississippi, and having a place of business at JACKSON, Mississippi, hereinafter called Beneficiary, in the sum of Twenty Nine Thousand Seventy & NO/100 — Dollars ($ 29,070.00) as evidenced by one certain promissory note of even date herewith made by the Grantor to the Beneficiary and payable in monthly installments of $ 161.50, the first of said installments being due and payable on the 5th day of MAY, 19 76, and a like installment on the 5th day of each and every month thereafter until the entire principal sum, together with interest from maturity at the rate of six per cent per annum has been paid in full;

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

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

The land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit: 1.75 acres, more or less, in the Northeast Quarter of Section 25, Township 2 South, Range 8 West, DeSoto County, Mississippi, described as: BEGINNING at the Northeast Corner of the said Section 25; thence South 996 feet along the East line of said section to an iron pin being the Northeast Corner of described tract and the Point of Beginning; thence South 04° 39' 00" East 497.38 feet along the East line of said section to an iron pin; thence South 85° 45' 00" West 151.64 feet to an iron post; thence North 05° 03' 38" West 497.42 feet along the East Right-of-Way of a frontage road to an iron pin; thence North 85° 45' 00" East 155.21 feet to the Point of Beginning; as shown on the attached plat of Ronald R. Williams, P.E., date November 21, 1973. All bearings are magnetic North. LESS AND EXCEPT: the South .5 (1/2) acres of the above described property.

TOGETHER WITH all and singular the ways, easements, riparian and other rights, and all reversions, 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 extension or renewals thereof, and all other indebtedness or liability however created or evidenced; pay all taxes, assessments, levies, liens and encumbrances of every kind and nature on said property and upon this deed of trust and note and the moneys secured hereby promptly when due and before delinquency thereof; pay all costs and expenses incurred or paid by the Beneficiary in collecting the indebtedness hereby secured or in enforcing or protecting the rights and security of the Beneficiary hereunder, including reasonable attorney's fee if placed in the hands of an attorney, whether collected by foreclosure or otherwise; keep all buildings and structures now or hereafter erected upon the said premises constantly insured in an amount not less than the principal amount of the note aforesaid against all loss or damage by fire, windstorm or tornado and water damage, as may be required by the Beneficiary, and in a company or companies acceptable to said Beneficiary. All said policies and renewals thereof shall contain standard mortgagee clauses with or without full contribution as the Beneficiary shall require, and in such form as shall be satisfactory to the Beneficiary by which any loss or damage under said policies shall be payable to the Beneficiary as its interest may appear.

Third: The Grantor further covenants to keep said property and the buildings now located thereon or hereafter to be erected thereon in good repair and to permit, commit or suffer no waste, impairment or deterioration thereof, and to comply strictly with all laws and governmental regulations affecting said property or its operation.

Fourth: It is distinctly understood and agreed that a default for thirty days in the payment of any sums of money to be paid hereunder by the Grantor or in the performance of any of the agreements contained herein on the Grantor's part to be performed shall cause the entire indebtedness to fall due and payable at the option of said Beneficiary, and shall fully empower the said Beneficiary to have the Trustee, or any successor in said trust herein, to execute his trust, and said Beneficiary shall not be required to declare such acceleration in writing or give notice of it.

Fifth: All moneys expended by the Beneficiary for the making of any and all needed repairs and improvements, payment of taxes, assessments, liens, judgments and insurance premiums, and all necessary expenses incurred by said Beneficiary in connection therewith, including any expense incurred in defending the title of the Grantor to this real estate, where necessary for the protection of the said Beneficiary's interests, or in defending this trust deed as a valid first lien on the real estate described or intended to be described herein, where necessary, or in seeking to have the trust deed reformed by judicial proceedings, where necessary because of mistake in this act, or in causing this trust to be executed, shall constitute a part of the debt secured by this trust deed and shall become immediately due and payable to the said Beneficiary and shall bear interest thereafter at the rate of six per cent per annum. The Grantor agrees to pay all necessary and usual charges incident to the consummation of this loan, and likewise the usual and necessary costs incident to the cancellation upon the record or records of this trust deed after the loan has been repaid in full.

Sixth: In case the Grantor shall abandon the property conveyed hereby or become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put him in involuntary bankruptcy, or should any proceedings be taken against the Grantor, looking to the appointment of a receiver, assignee or Trustee, then, and in either or any such case, all rents becoming due and payable to the Beneficiary herein, to be applied on the indebtedness secured hereby, and whole indebtedness hereby secured, may, at the option of the Beneficiary, be declared due and payable.

FORM JW-250

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

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

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

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

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

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

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

WITNESS the signature of the Grantor this 7th day of February 1976

Witness:
Gene Snyder

v David E. Parker

v Bonnie E. Parker

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

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 David E. Parker and Bonnie E. Parker husband and wife, whose names are subscribed thereto, sign and deliver the same to John H. Fox III, (Trustee) Trustee, for the benefit of Jim Walter Homes, Inc., that he, this affiant subscribed his name as a witness thereto in the presence of the said Bonnie E. Parker, and David E. Parker husband and wife.

GIVEN under my hand and official seal, this the 7th day of February 19 76

Elaine K. Roberts
NOTARY PUBLIC
MY COMMISSION EXPIRES AUGUST 29, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A M., 31 day of March 1976, and that the same has
been recorded in Book 198 Page 17 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 31 day of March 1976.

Fee $ 4.00 pd

W. G. Ferguson

Paid, Satisfied and Cancelled
This 16 day of July 19 77
The Hernando Bank
By B T Cooley Jr Chairman
Attest
H. G. Ferguson by D.S.
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 Estrice and Alma Boone

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 Eighty Eight Hundred, Twenty and No/100 - - DOLLARS

($ 8,820.00) evidenced by promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10 per centum per annum after maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit: due and repayable in 60 monthly installments of $147.00 each with the first installment due on or before May 1, 1976, and oneinstallment due on or before the 1st 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: Beginning at a point where the west right-of-way of Old Highway 51 intersects the North line of Section 1, Tws 3, Range 8 West, thence southerly along said right of way 2410.14 ft. to an iron pin for the point of beginning; thence south 3 degrees 50 minutes west along said right of way 130.2 feet to an iron pin in northeast corner of the Dinah Whitfield tract; thence south 89 degrees, 45 minutes west along north line of said Whitfield tract 334.5 feet to an iron pin; thence north 3 degrees 50 minutes east 130.2 feet to an iron pin; thence north 89 degrees 45 minutes east 334.5 feet to the point of beginning and containing 1.0 acre more or less. All bearings are magnetic.

This trust deed is issued in renewal and extension of a prior trust deed in favor of The Hernando Bank, dated August 16, 1973, and recorded in Book No. 164, Page 330, Real Estate Trust Deed of DeSoto County and Book No. 194, page 174, dated Dec. 2,1975.

Copyright Mississippi Bankers Association

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other 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 30 day of March 19 76

Estrice Boone

Alma Boone

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

Estrice Boone and Alma Boone who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 30th day of March 19 76

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

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 31 day of March 1976, and that the same has been recorded in Book 198 Page 19 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 31 day of March 1976.

Fee $ 5.00 pd

D. D. Ferguson

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 551 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.

UNION PLANTERS NATIONAL BANK

ATTEST:

BY: _____
J. A. Gurley
Vice President

BY: _____
Guy M. Massey, Special Loans Officer

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 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 bargainor, a corporation; and that they, as such Vice 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.

_____
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES JULY 24, 1979

SEC-33172

THIS INSTRUMENT PREPARED BY:
Lee V. Hamberlin, Attorney
5865 Ridgeway Parkway #104
Memphis, Tennessee 38138

This Instrument is re-recorded in order to release Deed of Trust of record At Book 194, Page 551, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A.M. 31 day of March 1976, and that the same has
been recorded in Book 198 Page 22 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 31 day of March 1976.

Fees 2.50 SEAL H. P. Jernigan 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 Howard E. Champion and wife, Shirley R. Champion, to Delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated February 25th, 1976, securing a note in the sum of $ 27,350.00, recorded in Book 197, Page 504, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

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

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of $ 27,350.00, plus interest at the rate of 7.75 % per annum, the first monthly installment being due the 1st day of April, 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 29th day of March, 19 76.

NATIONAL MORTGAGE COMPANY

SIDNEY M. KATZ
Senior Vice President

ATTEST:

S. J. WEISSMANN
Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

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

GIVEN UNDER MY HAND and seal of office, this the 29th day of March, 19 76.

My Commission Expires Sept. 13, 1977

NOTARY PUBLIC

2/71/226

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 31 day of March 1976, and that the same has been recorded in Book 198 Page 23 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 31 day of March 1976.

Fees 2.50 Rd. SEAL H. P. Swinson CLERK

24

27430

50431

This instrument prepared by:

TRUST DEED RELEASE

Office of Chancery clerk of Desota County , Miss

WHEREAS, By the hereinafter described trust deed heretofore recorded in the ~~[illegible]~~ certain real property was conveyed by the hereinafter named grantor, to JAMES R. HOUSTON as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed; and

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

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

GRANTOR	Date of Instrument	Recorded	Description of Property
EDGAR L. WILLIAMS JULIA V. WILLIAMS	10/15/63	Book 72 Page 519	1468 Bennington Dr. Southaven, Miss. Lot 431 Sect. B

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

The undersigned, THE SAVINGS BANK OF UTICA, covenants with the said grantor s that the is legal owner and holder of the notes described in and secured by said trust deed, and that the has the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said THE SAVINGS BANK OF UTICA has hereunto set its hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 2nd day of March 19 76

THE SAVINGS BANK OF UTICA

Assistant Treasurer

STATE OF TENNESSEE
COUNTY OF SHELBY

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

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

Notary Public

My commission expires _____ day of _____ 19____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared Medan L. Davies with whom I am personally acquainted, and who upon oath, acknowledged himself to be the Asst. Treas. President of the THE SAVINGS BANK OF UTICA the within named bargainor, a corporation, and that he as such Asst. Treas. President being authorized so to do, signed & delivered the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Asst. Treasurer President.

WITNESS my hand and seal at office in THE SAVINGS BANK OF UTICA this 2nd day of March 1976

VINCENT L. DAVIS
Notary Public in the State of New York
Appointed in Oneida County
My Commission Expires March 30, 19 77

Notary Public

My commission expires _____ 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 11 o'clock
no minutes A M. 31 day of March 1976, and that the same has
been recorded in Book 198 Page 24 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 31 day of March 1976.

Fees $ 2.50 pd.

SEAL H. H. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 274 PAGE 742
THIS 17 DAY OF July 19 81
H. D. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Joseph Poppenheimer, Grantor

To { DEED OF TRUST

William F. Hagan, Trustee for First National Bank of Memphis, Beneficiary

THIS INDENTURE, Made this 12 day of March 19 76 between Joseph Poppenheimer, a non-resident of the State of Mississippi, party of the first part, and First National Bank of Memphis, 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 One hundred thirty five thousand, nine hundred ninety one & 20/100 Dollars ($135,991.20) evidenced by his one promissory note of even date and like amount herewith, bearing interest at the rate of 10% per annum from maturity, repayable in 120 monthly installments of $1,133.26 each, with the first installment being due and payable on or before the 13 day of May, 1976, and one installment being due and payable on or before the 13 day of each consecutive succeeding month thereafter until all installments are paid. Said installments consist of principal and interest.

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

Lot 62 (Fourth Revised Plan) of L.H. Poppenheimer's re-subdivision of Lots 4 through 6 and Lots 8 through 24 of the Fourth Addition, Section "A" Whitehaven View Subdivision shown on Plat appearing of record in Plat Book 14, Page 52, 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 property being in Section 14, Township 1, Range 8 West, DeSoto County, Mississippi.

If default be made in the payment of any installment under the note, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of the note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

It is further agreed that any taxes paid on said property by party of the second part are fully covered by this trust deed.

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

Witness my signature the date written above.

Witness

Joseph Poppenheimer

STATE OF TENNESSEE, COUNTY OF SHELBY

Personally appeared before me the undersigned authority of said County, the within named Joseph Poppenheimer, a non-resident of the State of Mississippi, 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 29 day of March 19 76

MY COMMISSION EXPIRES: (SEAL)

MY COMMISSION EXPIRES JUNE 27, 1979

Notary Public

By

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 50 minutes P M. 31 day of March 1976, and that the same has been recorded in Book 198 Page 25 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 31 day of March 1976.

Fee $ 2.50 pd.

SEAL H. D. Ferguson CLERK

26

CANCELLED BY AUTHORITY RECORDED IN BOOK 340 PAGE 520
THIS 11 DAY OF June 1985
H. M. Ferguson
CHANCERY CLERK D.S.

FOR REAL ESTATE, CHATTEL OR BOTH

Joseph Poppenheimer, Grantor

To { DEED OF TRUST

William F. Hagan, Trustee for First National Bank of Memphis, Beneficiary

THIS INDENTURE, Made this 12 day of March, 1976 between Joseph Poppenheimer, a non-resident of the State of Mississippi, party of the first part, and First National Bank of Memphis, party of the second part,

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of One hundred thirty five thousand, nine hundred ninety one & 20/100 Dollars ($135,991.20) evidenced by his one promissory note of even date and like amount herewith, bearing interest at the rate of 10% per annum from maturity, repayable in 120 monthly installments of $1,133.26 each, with the first installment being due and payable on or before the 13th day of May, 1976, and one installment being due and payable on or before the 13 day of each consecutive succeeding month thereafter until all installments are paid. Said installments consist of principal and interest.

and the party of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by William F. Hagan, 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:

Lots 61 and 63 (Fourth Revised Plan) of L.H. Poppenheimer's re-subdivision of Lots 4 through 6 and Lots 8 through 24 of the Fourth Addition, Section "A" Whitehaven View Subdivision, shown on Plat appearing of record in Plat Book 14, Page 52, 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 property being in Section 14, Township 1, Range 8 West, DeSoto County, Mississippi.

If default be made in the payment of any installment under the note, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of the note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

It is further agreed that any taxes paid on said property by party of the second part are fully covered by this trust deed.

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

Witness my signature the date written above.

Witness

Joseph Poppenheimer

TENNESSEE, COUNTY OF SHELBY

STATE OF MISSISSIPPI, DESOTO COUNTY

Personally appeared before me the undersigned authority of said County, the within named Joseph Poppenheimer, a non-resident of the State of Mississippi,, 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 29 day of March, 1976

MY COMMISSION EXPIRES: (SEAL)

MY COMMISSION EXPIRES JUNE 27, 1978

By Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 50 minutes P M. 31 day of March 1976, and that the same has been recorded in Book 198 Page 26 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 31 day of March 1976.

Fees $2.50

SEAL H. M. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 287 PAGE 744
THIS 24 DAY OF Sept. 19 82
H. L. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Hubert L. Smith and wife, Kathryn B. Smith

To { DEED OF TRUST

Dennis Toliver and wife, Virginia Toliver

THIS INDENTURE, Made this 30th day of March 19 76 between Hubert L. Smith and wife, Kathryn B. Smith, Party of the first part, and Dennis Toliver and wife, Virginia Toliver, 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 Seven Hundred and no/100 Dollars ($2,700.00), with interest from date at the rate of 8-3/4% per annum, repayable in 3 installments: (1) $500.00 plus accrued interest on April 16, 1976; (2) $1,100.00 plus accrued interest on April 1, 1977; (3) $1,100.00 plus accrued interest on April 1, 1978

and any further amount that the party of the second part may furnish the party of the first part [illegible] having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part paid by Winn Davis Brown, Jr. of the first part 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, [illegible]

Lot 250, Section C, Twin Lakes Subdivision in Section 6, Township 2 South, Range 8 West as per plat thereof recorded in Plat Book 8, Pages 41, 42, and 43, in the office of the Chancery Clerk of DeSoto County, Mississippi. LESS AND EXCEPT: Part of Lot 250, described as follows, to-wit: BEGINNING at the Southeast corner of Lot 250, Twin Lakes Subdivision, Section C, Township 1 South, Range 8 West, DeSoto County, Mississippi, run thence North 57°-21'-30" East along the North line of said Lot 250 a distance of 175.00 feet to the northeast corner of said Lot 250, thence run South 22°-54'-50" East along the East line of Lot 250 of said subdivision a distance of 6.0 feet to a point; thence run South 59°-18'-26" West a distance of 174.00 feet to the point of beginning.

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

Witness:

Hubert L. Smith

Hubert L. Smith

Kathryn B. Smith

Kathryn B. Smith

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me, Bobbie M. Braswell, a Notary Public of said County, the within named Hubert L. Smith and wife, Kathryn B. Smith

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

Given under my hand and official seal, this 30th day of March, 1976

(SEAL)

My Commission expires: Feb. 19, 1980

Bobbie M. Braswell
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Before me, of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposeth and saith that he saw the above named whose name subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness thereto in the presence of the said , and that he saw the other subscribing witness

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 0 minutes P. M. 31 day of March 1976, and that the same has been recorded in Book 198 Page 27 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 1 day of April 1976.

Fees $ 2.50 pd.

SEAL H. L. Ferguson CLERK

28

Paid, Satisfied and Cancelled
This 12 day of Oct 1980
The Hernando Bank
By K. Hancock Jr. Cashier
Attest:
H. D. Ferguson
Chancery Clerk By D. W. McClain, D. C

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

FRANK I. MILLER and wife, LAURA E. MILLER,

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

NINE THOUSAND ONE HUNDRED TWENTY-NINE AND 60/100---------- DOLLARS

($ 9,129.60) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of as set forth in said promissory note per centum per annum after

, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit: in forty-eight (48) monthly installments of principal and interest in the amount of ONE HUNDRED NINETY AND 20/100 DOLLARS ($190.20) each, with the first of said monthly installments being due and payable on or before the 15th 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.

This Deed of Trust is second and subordinate to that instrument of record in Real Estate Trust Deed Book 106, Page 137, in the office of the Chancery Court 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 Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the Town of Hernando, in Section Thirteen (13), Township Three (3), Range Eight (8), DeSoto County,
State of Mississippi, and more particularly described as follows, to-wit:
Lot 28 and the east part of Lot 25 in Fairview Heights Subdivision as shown by the plat recorded in Plat Book 1, Page 11, in the office of the Chancery Clerk of said County, in Section 13, Township 3, Range 8, Described as beginning at a point in the north line of Lot 25, a distance of 27.2 feet east of the northwest corner of Lot 25; thence east with the north line of Lots 25 and 28, 216 feet to the northeast corner of Lot 28; thence south with the east line of Lot 28, 80 feet to the southeast corner thereof in the north line of Magnolia Circle; thence in a westerly direction with the north line of Magnolia Circle, 195 feet to the southwest corner of Lot 25; thence in a northerly direction 100 feet, more or less, to the point of beginning.

Copyright Mississippi Bankers Association

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the date 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 ~~XXX~~ 89-1-55 of the Mississippi Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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 March 1976.

Frank I. Miller

FRANK I. MILLER

LAURA E. MILLER

Laura E. Miller

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 I. MILLER and wife, LAURA E. MILLER, who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 25th day of March 19 76.

My Commission Expires: My Commission Expires May 6, 1979

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 05 minutes A. M. 31 day of March 1976, and that the same has been recorded in Book 198 Page 28 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 1 day of April 1976.

5.00 pd.

D. G. Ferguson

CANCELLED BY AUTHORITY. RECORDED IN BOOK
395 PAGE 34
THIS 23rd DAY OF March 19 87
W. B. Ferguson
Chancery Clerk by D. Taylor, D.C.

DEED OF TRUST

IN CONSIDERATION OF ONE DOLLAR ($1.00) to them in hand paid, receipt whereof is hereby acknowledged and the other consideration herein set forth John W. & Tonnete B. Williams II, (hereinafter referred to as "Grantors"), do hereby sell, transfer and convey unto the Trustees hereinafter named, their successors in trust and assigns, forever, the following described real estate in Horn Lake in DeSoto County, Mississippi, to-wit:

South 1/2 & Section East of Cow Pen Ck.

Lot 138, Sec. "D", in Desoto Village Subdivision on Sec. 31, Township 1 South Range 8 West as shown by the plat recorded in the Plat Book 8, Page 16 in the office of the Chancery Clerk of said county.

Beginning at a point in the southerly line of Valleybrook Road a distance of 100.00 feet (produced) from the easterly line of Foxbriar Drive; thence continuing eastwardly along the southerly line of Valleybrook Road a distance of 68.00 feet to apoint; thence southwardly a distance of 130.20 feet to a point; thence westwardly a distance of 67.90 feet to a point; thence northwestwardly a distance of 15.45 feet to a point; thence northwardly a distance of 117.20 feet to the point of beginning.

All buildings, improvements and equipment now on the above described real estate or which may be hereafter placed thereon are hereby conveyed, together with all the privileges and appurtenances to the same belonging and all the rents, issues and profits which may arise or be had therefrom.

TO HAVE AND TO HOLD the same unto the said Trustees, and to their successors in trust and assigns forever. The Grantors covenant that they are lawfully seized and possessed of said real estate, that they have sole power and lawful authority to sell and convey the same and that the title so conveyed is clear, free and unencumbered, except as aforesaid, and that they will forever warrant and defend the same against all lawful claims.

BUT THIS CONVEYANCE IS MADE IN TRUST for the following purpose and not otherwise:

The Grantors are indebted to BENEFICIAL FINANCE CO. OF Memphis INC. on a promissory note of even date herewith, the Amount of Note being $ [illegible], due and payable on the Date of Maturity of 3/12/92 with interest thereon at the rate of 6% per annum from any maturity until said note is paid in full. It is expressly agreed that if the foregoing note, or any extension or renewal thereof, or any part or instalment thereof, or any sum owing by the Grantors thereon, or on account of litigation, or attorney's fees, or taxes or other liens, or insurance premiums or other items in connection herewith should remain past due and unpaid for thirty days after any maturity, such default shall, at the option of the holder of said note, make the aforesaid note due and payable without notice.

As further security for the payment of said note and all other indebtedness and other items herein provided for, the Grantors agree to keep said property free from all taxes, or other legal assessments or statutory or other liens that may become superior to the lien of the debt hereby secured, and to pay all such liens before the same become delinquent and to keep the buildings and other improvements on the above property insured against loss by fire and such other hazards, in such insurance carriers and in such amounts as the Trustees shall approve, with a provision in the policy or policies that loss, if any, shall be paid to the lender mentioned above, as interest may appear. If the same become delinquent, or are sued on, or if the Grantors shall fail to effect such insurance, then the Trustees or beneficiary may satisfy and discharge all such liens or effect such insurance. If either the Trustees or beneficiary shall become a party to any suit or proceeding, at law or in equity, in reference to their or its interest in the conveyed premises, the reasonable costs, charges and attorney's fees incident to such suit or proceeding shall be added to, and become a part of, the sum then owing by the Grantors and likewise shall be secured by this instrument. The amounts the Trustees or beneficiary may pay or become liable for on account of cost of litigation, attorney's fees, taxes or other liens, insurance premiums or other items, by reason of any of the foregoing provisions, shall become liens on the above described property and become due and payable, and bear interest from the date of their payment at the rate of 6% per annum, and their repayment shall be enforcible in the manner herein provided for enforcing the payment of the aforesaid promissory note.

If the said promissory note and all other proper charges shall be paid at maturity, and if the Grantors shall owe nothing on account of any of the provisions of this Trust Deed, then this conveyance shall cease and become null and void, and when so satisfied the Grantors or their assigns shall pay all expenses of a proper release of the lien thereof. But if the Grantors shall fail to repay any of the sums hereby secured, or if they should fail to pay the said promissory note according to its terms, then the beneficiary may, without notice, declare all items secured hereby to be due and payable, and the Trustees are fully authorized and empowered to, and at the option of the beneficiary shall, advertise the above described premises for sale once a week for four consecutive weeks in a newspaper published in the aforesaid county, stating the time, terms and place of the sale, and they shall sell the same to the highest and best bidder at public outcry, for cash in hand and in bar of equities of redemption, dower and homestead, all of which are hereby waived, and it shall apply the proceeds of such sale first to the payment of necessary expenses of executing this trust, next to the payment of the indebtedness and interest as herein provided, and the balance shall be held subject to the Grantors' order. Either one of said Trustees, or any substitute or successor Trustee, may alone execute any powers conferred upon them by this Trust Deed.

It is hereby expressly covenanted and agreed that from the date of default in the payment of the indebtedness hereby secured, or any part thereof, or in event of sale hereon, from the date thereof the Grantors or any tenant holding under them, at the option of Trustees or purchaser, shall at once surrender possession of said property and become the tenant at will of the Trustees for the use of the beneficiary herein, or of the purchaser in event of sale, upon such terms as the Trustees or purchaser may direct. In event of sale, the Trustees shall execute all proper conveyances to the purchaser.

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It is further understood that the Trustees herein named, or either of them, or any substitute or successor Trustee may personally conduct the foreclosure sale, or may do so through an agent selected by the original Trustees, or either of them, or any substitute or successor Trustee, for the purpose of conducting or crying off the foreclosure sale.

At any time when action under the powers of this Trust Deed may be required and the Trustees herein named are for any reason unable or unwilling to act, the owner of the debt hereby secured is hereby authorized solely at his discretion to name or appoint successor or substitute Trustees to execute this trust, and the title herein conveyed to, and of the powers vested in the original Trustees herein named shall be vested in such successor or substitute Trustee, and each of them. Any such appointment shall be duly executed in the recording office wherein this present instrument shall be recorded.

It is a condition of this conveyance that the Grantors herein shall retain possession of the property hereby conveyed and shall be entitled to receive and use the rents, issues and profits thereof until default in the payment of any indebtedness hereby secured or in the performance of any of the covenants herein provided; however, after any such default the said rents, issues, and profits shall be owing and payable to the Trustees or beneficiary, if demand be made therefor, until such default has been cured and satisfied. Or, in the event of such default, the beneficiary, in addition to the power of sale by the Trustees herein granted, shall have the right to proceed in a court of equity to foreclose this instrument as a mortgage and shall be entitled to appointment of a receiver to collect the rents, issues and profits pending such suit.

Bond and oath of the Trustee, or of any successor or substitute Trustee are waived.

The Trustees are Robert E. Irvine of Memphis, Tennessee, and Cecil M. Benadom of Morristown, New Jersey.

If there shall be only one grantor, all plural words herein referring to Grantors shall be construed in the singular.

IN WITNESS WHEREOF the Grantors have hereunto set their hands and seals this 12th day of March, 19 76.

John W. Williams (Seal)

Yvonne R. Williams (Seal)

(Seal)

(Seal)

ACKNOWLEDGMENT

STATE OF TENNESSEE)
Shelby COUNTY)

On this 12th day of March, 19 76, before me personally appeared John W. Williams and Yvonne R. Williams to me known to be the persons described in, and who executed the foregoing instrument and acknowledged that they executed the same as their own free act and deed for the purposes therein expressed.

WITNESS my hand and seal this 12th day of March, 19 76.

Barbara Dee Swafford
NOTARY PUBLIC

My commission expires
4/8/78

Bor 45-3 Ed. DEC. '62

Beneficial Finance System, Inc.
OF Memphis
John
883 W
Horn
Apt.
No.
Acco
Filed Apr
at 10:30
and registered in Bo
at Page
in the Office of th
Ed. 3
Beneficial
P.O. Box
Memphis

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 1 day of April 1976, and that the same has
been recorded in Book 198 Page 31 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 1 day of April 1976.
Fees $ 2.50 pd.
SEAL H. H. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 271 PAGE 97
THIS 31 DAY OF March 1981
D. D. Ferguson
CHANCERY CLERK

This Indenture, made by and between Robert Allan White and wife, Marguerite B. White, parties

party of the first part; Tommy Ramer party of the second part, as Trustee; and

Commercial and Industrial Bank

party of the third part, WITNESSETH:

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

Lot 2480, Section L, Southaven West Subdivision, in Section 27, Township 1 South Range 8 West, as per plat thereof recorded in Plat Book 4, Page 51, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This conveyance is made in trust, however, to secure the payment of $9,180.00 evidenced by the following promissory notes of even date herewith:

One principal note of even date repayable in Sixty (60) monthly installments in the amount of One Hundred Fifty-Three and No/100 Dollars ($153.00) 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 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 such 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 so 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 26 th day of Mar., 1976

Robert Allan White

Marguerite B. White

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

Robert Allan White and Marguerite B. White

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 26th day of March, 1976.

My commission expires [illegible]

Dorothy P. Ward
Notary Public

DEED

Division Office:
100 North Main Building
P.O. Box 3073
Memphis, Tennessee 38103
Phone (901) 525-4343

FROM White and wife.

B. White, parties

TO

Trustee

FOR USE OF Industrial Bank

ss.

Clerk

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

of April

clock A.M., and has been

Deed Record

official seal, this

19

Clerk

is the only guaranteed real estate title losses.

C & S Bank
P.O. Box 107
Memphis, Tenn
38101

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 1 day of April 1976, and that the same has been recorded in Book 198 Page 33 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 1 day of April 1976.

Fees$ 2.50 pd.

SEAL H. H. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
422 page 391
THIS 4 DAY OF Dec 19 87
H.D. Ferguson D.C.
Chancery Clerk

DEED OF TRUST

THIS DEED OF TRUST is made this 25th day of March, 19 76, among the Grantor, William L. Heinrich and wife, Judy L. Heinrich (herein "Borrower"), Tom B. Scott, Jr. (herein "Trustee"), and the Beneficiary, Unifirst Federal Savings & Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is P.O. Box 1818 Jackson, Mississippi 39205 (herein "Lender"). WLH JLH

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, [Street] Olive Branch [City]
Mississippi 38654 (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 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 ..., 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 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 DESOTO **County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.**

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

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

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower

hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

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

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

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

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

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

William L. Heinrich .....
William L. Heinrich —Borrower

Judy L. Heinrich .....
Judy L. Heinrich —Borrower

STATE OF MISSISSIPPI, DESOTO County ss:

On this 25th day of March, 19 76, 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 he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office.

My commission expires:

Deborah B. Ambro
Notary Public

My Commission Expires January 8, 1980

NOTARY PUBLIC

RETURN TO:
W., F., R., & B., 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 10 o'clock 30 minutes A. M. 1 day of April 1976, and that the same has been recorded in Book 198 Page 35 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 1 day of April 1976.

Fees$ 5.00 pd. SEAL H. R. Ferguson CLERK

day of _____ 19___

_____ Clerk

Pd. 5.00

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

SHELTON-ROBERSON BUILDERS, 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

ONE HUNDRED SIXTY THOUSAND and NO/100 ----------DOLLARS

($ 160,000.00) evidenced by a promissory note of even date herewith in favor of the beneficiary, bearing interest at ~~the rate of ---------- per centum per ---------- annum after~~ as provided for in said 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 $160,000.00 with accrued interest thereon, due and payable on demand.

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

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

County of DeSoto,

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

Lots 53, 54, 82, 83, and 84, Section A, Revised, Churchwood Estates Subdivision, in Section 2, Township 2, Range 8 West, DeSoto County, Mississippi, as shown by plat appearing of record in Plat Book 12, Pages 45 and 46, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

RELEASE CLAUSE:
This Deed of Trust is given on condition that any of the above mentioned lots will be released from the lien of this deed of trust upon payment to beneficiary of the sum of $32,000.00 per lot to be released plus accrued interest to date.

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 29th day of March, 1976.

ATTEST:

SHELTON-ROBERSON BUILDERS, INC.

Charles Roberson, Secretary-Treasurer

By: Robert Shelton
Robert Shelton, 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,

Robert Shelton, as President, and Charles Roberson, as Secretary-Treasurer

respectively of the above named SHELTON-ROBERSON BUILDERS, INC.,

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

Given under my hand and official seal of office, this the 29th day of March 19 76.

Deborah B. Ansbro
Notary Public

My Commission Expires: 1-8-80

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 1 day of April 1976, and that the same has
been recorded in Book 198 Page 39 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 1 day of April 1976.

Fees $5.00 pd.

SEAL H. H. Ferguson CLERK

T R U S T D E E D

THIS INDENTURE, made this the 30th day of March, 1976, between JAMES P. CRAWFORD and wife, L. MORENE CRAWFORD, Party of the First Part, and ERCY NIX and wife, BONNIE NIX, Party of the Second Part,

WITNESSETH, that whereas, said party of the first part, being indebted to the said party of the second part in the sum of Five Thousand Ninety-Three and 50/100 Dollars ($5,093.50), with interest from date at the rate of Eight Percentum (8%) per annum on the unpaid balance, repayable in Sixty (60) monthly installments of $103.28 each with the first installment being due on the fifteenth day of May, 1976, and each subsequent and succeeding installment being due on the fifteenth day of each month thereafter until the principal and interest are fully paid, and any further amount that the party of the second part may furnish the party of the first part and the party of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the part paid by Winn Davis Brown, Jr., Trustee, the party of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, State of Mississippi:

Lot 394, in Brook Hollow West Subdivision on Section 24, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 8, Page 3, in the office of the Chancery Clerk of said County.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 138, Page 589, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

WITNESS our signatures the date written above.

James P. Crawford
James P. Crawford

L. Morene Crawford
L. Morene Crawford

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Before me, a Notary Public for said jurisdiction, this day personally appeared the above named James P. Crawford and wife, L. Morene Crawford, who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal of office, this the 30th day of March, 1976.

Bobbie M. Braswell
Notary Public

My Commission Expires:

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 05 minutes A. M. 1 day of April 1976, and that the same has been recorded in Book 198 Page 43 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 1 day of April 1976.

SEAL H. S. Ferguson CLERK

Fees $ 2.50 pd.

Paid, Satisfied and Cancelled
This 23 day of Oct 19 82
Ercy Nix
Bonnie Nix

Attest
H. S. Ferguson
Chancery Clerk By T. Robison D. C.

Lot 210, B, 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 25th day of March, 1976, made and executed by William L. Heinrich and wife, Judy L. Heinrich to G. L. Oates, Trustee for the benefit of the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, Mississippi, in Book 197, Page 587, of the Records of Trust Deeds, on the 26th day of March, 19 76, 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.

This the 30th day of March, 1976.

ATTEST:

WORTMAN & MANN, INC.

Terry Farr, Vice President

By: Fred Griffin, Vice President

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Fred Griffin and Terry Farr, who acknowledged that as Vice Presidents of WORTMAN & MANN, INC., a corporation, and for and on behalf of and by authority of said corporation, 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 30th day of March, 19 76.

My Commission expires:

1-8-80

Deborah B. Ansbro
Notary Public

NOTARY PUBLIC - DESOTO COUNTY, MISS.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 1 day of April 1976, and that the same has been recorded in Book 198 Page 44 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 1 day of April 1976.

Fees $ 2.50 pd.

SEAL H. H. Ferguson CLERK

Lot 210, Section B, Eastover S/D

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by First Realty Building Corporation to Rowan H. Taylor, Trustee, Wortman & Mann, Inc. and recorded in Book 195 at Pages 603 of the Records of Deeds or Deeds of Trust in your office.

Witness my signature, this the 26th day of March, 19 76.

WORTMAN & MANN, INC.

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

STATE OF MISSISSIPPI
COUNTY OF HINDS

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

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

David B Hilbert
NOTARY PUBLIC

My Commission Expires:
My Commission Expires Jan. 27, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 1 day of April 1976, and that the same has been recorded in Book 198 Page 45 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 1 day of April 1976.

Fees$ 2.50 pd. SEAL H. R. 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 20, 1974 executed by Reeves-Williams, Inc. to Stuart Robinson, as Trustee(s), Bankers Trust Savings & Loan Assc. as Beneficiary, which Deed of Trust is recorded in Book 173, Page 509, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned Bankers Trust Savings & Loan Assoc., 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 Reeves-Williams, Inc., the following described property located in DeSoto County, Mississippi, to-wit:

Lot 959, Section "E", Greenbrook Subdivision in Section 19, Township 1, 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.

To have and to hold the aforesaid real property unto the said Reeves-Williams, 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 29th day of March, 1976.

ATTEST: B.J. Renfrow, Asst. Vice Pres.

Jerry Jackson, Vice President

By:

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named B.J. Renfrow and Jerry Jackson who acknowledged that as Asst. Vice President & Vice President, respectively, for and on behalf of and by authority of Bankers Trust Savings & Loan Association, 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 29th day of March, 1976.

Sandy McBrayer
NOTARY PUBLIC

My Commission Expires:

My Commission Expires January 16, 1980

VOL.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 1 day of April 1976, and that the same has been recorded in Book 198 Page 46 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 1 day of April 1976.

Fees 2.50 pd.

D.L. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK
215 BK 346
PAGE 7th DAY Sept. 1977
W. G. Ferguson
CHANCERY CLERK by D.C.

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

BUCKNER & SHINDLER CONSTRUCTION COMPANY, 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 & CO., 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

FOUR THOUSAND and NO/100 ----------DOLLARS

($4,000.00) evidenced by a promissory note of even date herewith in favor of the beneficiary, bearing interest ~~at the rate of~~ ~~per centum per~~ as provided in promissory note of even date ~~annum after~~, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

The sum of $4,000.00, together with interest accrued thereon, due and payable on demand.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 174, Page 149, 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 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 19, 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.

Copyright Mississippi Bankers Association

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 dated April 15, 1974, which is renewed as of this date by signing of this instrument, whether such sums are advanced before or after default and whether such sums in the aggregate excede the principal amount of the Note.

The funds hereby secured are advanced persuant to the construction loan agreement as above stated. It is a further condition of this Dee dof Trust that the grantor shall comply strictly with every obligation of the construction loan agreement and shall procede 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 thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 30th day of March, 19 76.

ATTEST:

Norman Shindler, Vice President

BUCKNER & SHINDLER CONSTRUCTION CO., INC.

By: Charles A. Buckner, 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

50

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid,

Charles A. Buckner and Norman Shindler, as President and Vice President,

respectively of the above named BUCKNER & SHINDLER CONSTRUCTION CO., INC.,

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

Given under my hand and official seal of office, this the 30th day of March 19 76.

Deborah B. Osborn
Notary Public

My Commission Expires: 1-8-80

OF TRUST

Trustee

, 1976

k A. M.

Clerk

Chancery Court

of Trust was filed for

o'clock A. M., on

April , 19 76

day of

, on page

in my office.

al of office, this

, 19

Clerk

D. C.

OTHERS

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 1 day of April 1976, and that the same has been recorded in Book 198 Page 47 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 1 day of April 1976.

Fees $ 5.00 pd. SEAL H. H. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
208 PAGE 334
THIS 9 DAY OF Feb 1977
W. D. Williams
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned ----------REEVES-WILLIAMS, INC.----------
hereinafter designated "Grantor," conveys and warrants to Stuart Robinson, as Trustee, the following described property, located in ------DeSoto------ County, Mississippi, to-wit:

Lot 1103, Section F, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 9, Page 46, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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 BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, a Mississippi corporation, its successors or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

$ 27,375.00 Twenty-Seven Thousand, Three Hundred Seventy-Five---------- Dollars due _____

Accrued interest at the rate stated below shall be due and payable monthly, commencing on the first day of May, 1976, and continuing on the first day of each month thereafter until this note is fully paid; and the principal, or so much thereof as shall remain unpaid at the time, together with accrued but unpaid interest, shall be due and payable on the 22nd day of September, 1976.

Borrower shall pay to the Note holder a late charge of Four (4.0) percent of any monthly installment not received by the Note holder within Fifteen (15) days after the installment is due.

bearing interest at the rate of --8.75--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 ten 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 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 Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

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

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

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V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer, or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 89-1-55 and amendments thereto of the Mississippi Code of 1972; 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 ten percent per annum and be secured by this instrument.

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

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

Witness the signature of the Grantor, this ---26th--- day of --------March--------- 19 76

REEVES-WILLIAMS, INC.

BY: Jon A. Reeves

Jon A. Reeves, President

BY: Robert M. Williams

Robert M. Williams, Jr., Vice-Pr.

STATE OF MISSISSIPPI)

COUNTY OF _____)

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

_____

_____

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

Given under my hand and official seal, this _____ 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 Jon A. Reeves and Robert M. Williams, Jr. who acknowledged that they are President and Vice President, respectively of Reeves-Williams, Inc. a corporation, and that for and on behalf of said corporation and as its act and deed, they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, they having been first duly authorized so to do.

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

Deborah B. Ambro Notary Public

My Commission Expires My Commission Expires January 8, 1980

NOTARY PUBLIC DESOTO COUNTY

RETURN TO:

P.O. Box

DEED

Clerk's Fee

By

day of

Witness my hand

my office.

, Page

on the 1 day

and the same is de

was filed for record a

I, the undersig

County, hereby cer

STATE OF MISSI

COUNTY OF D

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 1 day of April 1976, and that the same has been recorded in Book 198 Page 51 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 1 day of April 1976.

Fees$ 3.50 pd.

SEAL H. M. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 200 PAGE 484
THIS 28 DAY OF May 19 76
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned ----------REEVES-WILLIAMS, INC.
hereinafter designated "Grantor," conveys and warrants to Stuart Robinson, as Trustee, the following described property, located in --------DeSoto-----County, Mississippi, to-wit:

Lot 962, Section E, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 9, Pages 44-45, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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 BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, a Mississippi corporation, its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

$ 25,075.00 Twenty-Five Thousand, Seventy-Five---- Dollars due _____

Accrued interest at the rate stated below shall be due and payable monthly, commencing on the first day of May, 1976, and continuing on the first day of each month thereafter until this note is fully paid; and the principal, or so much thereof as shall remain unpaid at the time, together with accrued but unpaid interest, shall be due and payable on the 22nd day of September, 1976.

Borrower shall pay to the Note holder a late charge of Four (4.0) percent of any monthly installment not received by the Note holder within Fifteen(15) days after the installment is due.

bearing interest at the rate of 8.75 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 ten 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 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 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 89-1-55 and amendments thereto of the Mississippi Code of 1972, 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 ten percent per annum and be secured by this instrument.

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

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

Witness the signature of the Grantor, this ----26th---day of ------March-------- 19 76

REEVES-WILLIAMS, INC.

BY: Jon A. Reeves
JON A. REEVES, President

BY: Robert M. Williams
ROBERT M. WILLIAMS, JR., Vice Pr

STATE OF MISSISSIPPI)
COUNTY OF _____)

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

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

Given under my hand and official seal, this _____ 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 ----------

Jon A. Reeves and Robert M. Williams, Jr.---------- who acknowledged that they are President and Vice President, respectively---------- of Reeves-Williams, Inc.

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

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

Deborah B. Crosby Notary Public

My Commission Expires My Commission Expires January 3, 1980

RETURN TO:
W. F. Reeves Title Co.
P. O. Box 241
SOUTHAVEN, MISSISSIPPI 38671

DEED

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 1 day of April 1976, and that the same has
been recorded in Book 198 Page 53 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 1 day of April 1976.

Fees$ 3.50 pd.

SEAL H. H. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
205 PAGE 400
THIS 28 DAY OF Oct 19 76
B. D. Williams
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned ----------

----------REEVES-WILLIAMS, INC.----------

hereinafter designated "Grantor," conveys and warrants to Stuart Robinson, as Trustee, the following described property, located in

-------DeSoto------County, Mississippi, to-wit:

Lot 1230, Section F. Greenbrook Subdivision, in Section 19, Township 1S, Range 7 West, as per plat thereof recorded in Plat Book 9, Page 46, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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 BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, a Mississippi corporation, its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

Twenty-Six Thousand, Six Hundred
$ 26,625.00 ; Twenty-Five---------- Dollars due _____

Accrued interest at the rate stated below shall be due and payable monthly, commencing on the first day of May, 1976, and continuing on the first day of each month thereafter until this note is fully paid; and the principal, or so much thereof as shall remain unpaid at the time, together with accrued but unpaid interest, shall be due and payable on the 22nd day of September, 1976.

Borrower shall pay to the Note holder a late charge of Four (4.0) percent of any monthly installment not received by the Note holder within Fifteen (15) days after the installment is due.

bearing interest at the rate of 8.75 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 ten 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 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 Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

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

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

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V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer, or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 89-1-55 and amendments thereto of the Mississippi Code of 1972; 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 ten percent per annum and be secured by this instrument.

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

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

Witness the signature of the Grantor, this 26th day of March 19 76

REEVES-WILLIAMS, INC.

BY: _____
Jon A. Reeves, President

BY: _____
Robert M. Williams, Jr., Vice-Pr.

STATE OF MISSISSIPPI)
COUNTY OF _____)

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

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

Given under my hand and official seal, this _____ 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 _____ they are
Jon A. Reeves and Robert M. Williams, Jr. who acknowledged that ~~xxx~~ the
President and Vice President, respectively of REEVES-Williams, Inc.
a corporation, and that for and on behalf of said corporation and as its act and deed, they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, the having been first duly authorized so to do.

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

Deborah B Amos Notary Public

My Commission Expires: My Commission Expires January 8, 1980

NOTARY PUBLIC

RETURN TO:
W., F., R., & B., LTD.
P. O. Box 241
SOUTHAVEN, MISSISSIPPI 38671

DEED O

STATE OF MISSIS

COUNTY OF D

I, the undersi
County, hereby ce

was filed for record

on the 1 day

and the same is

Page

my office.

Witness my h

day of

By

Clerk's

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 1 day of April 1976, and that the same has
been recorded in Book 198 Page 55 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 1 day of April 1976.

Fees$ 3.60 pd.

SEAL H. H. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
230 PAGE 600
THIS 12 DAY OF Sept 1978
H. D. Ferguson
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned ----------REEVES-WILLIAMS, INC.----------
hereinafter designated "Grantor," conveys and warrants to Stuart Robinson, as Trustee, the following described property, located in -----DeSoto--------- County, Mississippi, to-wit:

Lot 958, Section E, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 9, Page 44-45, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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 BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, a Mississippi corporation, its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

$26,875.00-- Twenty-Six Thousand, Eight Hundred Seventy-Five---------- Dollars due _____

Accrued interest at the rate stated below shall be due and payable monthly, commencing on the first day of May, 1976, and continuing on the first day of each month thereafter until this note is fully paid; and the principal, or so much thereof as shall remain unpaid at the time, together with accrued but unpaid interest, shall be due and payable on the 22nd day of September, 1976.

Borrower shall pay to the Note holder a late charge of Four (4.0) percent of and monthly installment not received by the Note holder within Fifteen (15) days after the installment is due.

bearing interest at the rate of 8.75 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 ten 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 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 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 89-1-55 and amendments thereto of the Mississippi Code of 1972; 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 ten percent per annum and be secured by this instrument.

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

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

Witness the signature of the Grantor, this 26th day of March 19 76

REEVES-WILLIAMS, INC.

BY: _____
JON A. REEVES, President

BY: Robert M. Williams
ROBERT M. WILLIAMS, JR., Vice Pr

STATE OF MISSISSIPPI)
COUNTY OF _____)

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

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

Given under my hand and official seal, this _____ 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 _____

Jon A. Reeves and Robert M. Williams, Jr. who acknowledged that they are President and Vice President, respectively of REEVES-WILLIAMS, INC. a corporation, and that for and on behalf of said corporation and as its act and deed they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, by having been first duly authorized so to do.

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

Deborah B. Ambro Notary Public

My Commission Expires _____

RETURN TO:
W., F., R., & B., LTD.
P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38671

DEED OF TRUST

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 1 day of April 1976, and that the same has been recorded in Book 198 Page 57 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 1 day of April 1976.

Fees $ 3.50 pd. SEAL H. H. Ferguson CLERK

I, the undersigned, County, hereby certify that the within instrument was filed for record in my office, on the 1 day of and the same is duly recorded in Book _____, Page _____. Witness my hand this _____ day of _____

By _____ Clerk's Fee

CANCELLED BY AUTHORITY RECORDED IN BOOK
203 PAGE 84
THIS 12 DAY OF August 19 76
W. D. Ferguson
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned ----------REEVES-WILLIAMS, INC.----------
hereinafter designated "Grantor," conveys and warrants to Stuart Robinson, as Trustee, the following described property, located in
------DeSoto------ County, Mississippi, to-wit:

Lot 1204, Section F, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 9, Page 46, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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 BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, a Mississippi corporation, its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

$ 26,025.00 ,Twenty-Six Thousand,Twenty-Five-------- Dollars due _____

Accrued interest at the rate stated below shall be due and payable monthly, commencing on the first day of May, 1976, and continuing on the first day of each month thereafter until this note is fully paid; and the principal, or so much thereof as shall remain unpaid at the time, together with accrued but unpaid interest, shall be due and payable on the 22nd day of September, 1976.

Borrower shall pay to the Note holder a late charge of Four (4.0) percent of any monthly installment not received by the Note holder within Fifteen (15) days after the installment is due.

bearing interest at the rate of 8.75 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 ten 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 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 Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

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

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

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V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer, or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 89-1-55 and amendments thereto of the Mississippi Code of 1972; 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 ten percent per annum and be secured by this instrument.

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

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

Witness the signature of the Grantor, this ----26th---day of ------March-------- 1976

REEVES-WILLIAMS, INC.

BY: _____
JON A. REEVES, President

BY: _____
ROBERT M. WILLIAMS, JR., Vice Pr.

STATE OF MISSISSIPPI)
COUNTY OF _____)

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

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

Given under my hand and official seal, this _____ 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 ----------

Jon A. Reeves and Robert M. Williams, Jr.---------- who acknowledged that they are President and Vice President, respectively----------of REEVES-WILLIAMS, INC. a corporation, and that for and on behalf of said corporation and as its act and deed they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, they having been first duly authorized so to do.

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

Deborah B. Ansley Notary Public

My Commission Expires By Commission Expires January 6, 1980

RETURN TO:
W., F., R., & B., LTD.
P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38671

DEED OF TRUST

STATE OF MISSISSIPPI, DESOTO COUNTY
COUNTY OF _____
I, the undersigned, _____ County, hereby certify that the within instrument was filed for record in my office on the _____ day of _____ and the same has been recorded in Book _____ Page _____ Witness my hand and seal this _____ day of _____ By _____

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 1 day of April 1976, and that the same has been recorded in Book 198 Page 59 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 1 day of April 1976.
Fees$ 3.50 pd.
SEAL H. H. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 207 PAGE 112
THIS 28 DAY OF Dec 19 76
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned ----------REEVES-WILLIAMS, INC.---------- hereinafter designated "Grantor," conveys and warrants to Stuart Robinson, as Trustee, the following described property, located in --------DeSoto----- County, Mississippi, to-wit:

Lot 1162, Section F, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 9, Page 46, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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 BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, a Mississippi corporation, its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

33,375.00 Thirty-Three Thousand, Three Hundred Seventy-Five ---------- Dollars due:

Accrued interest at the rate stated below shall be due and payable monthly, commencing on the first day of May, 1976, and continuing on the first day of each month thereafter until this note is fully paid; and the principal, or so much thereof as shall remain unpaid at the time, together with accrued but unpaid interest, shall be due and payable on the 22nd day of September, 1976.

Borrower shall pay to the Note holder a late charge of Four (4.0) percent of any monthly installment not received by the Note holder within Fifteen (15) days after the installment is due.

bearing interest at the rate of 8.75 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 ten 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 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 Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

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

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

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V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security; then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer, or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 89-1-55 and amendments thereto of the Mississippi Code of 1972; 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 ten percent per annum and be secured by this instrument.

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

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

Witness the signature of the Grantor, this ------26th--day of ------March----------19 76

REEVES-WILLIAMS, INC.

BY: _____
JON A. REEVES, President

BY: Robert M. Williams
ROBERT M. WILLIAMS, JR., Vice Pr

STATE OF MISSISSIPPI)
COUNTY OF _____)

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

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

Given under my hand and official seal, this _____ 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 ---------- they are
Jon A. Reeves and Robert M. Williams, Jr.---------- who acknowledged that ~~xxx~~ the
President and Vice President, respectively---------- of REEVES-WILLIAMS, INC.----------
a corporation, and that for and on behalf of said corporation and as its act and deed ~~he~~ signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, the ~~he~~ having been first duly authorized so to do.

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

Deborah B. Ambro Notary Public

My Commission Expires: My Commission Expires January 8, 1980

RETURN TO:
W., F., R., & B., LTD.
P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38671

DEE

STATE OF MI

COUNTY OF

I, the und
County, hereby

was filed for rec

on the 1
and the same

my office.

Witness my

day of

By

Clerk

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 1 day of April 1976, and that the same has
been recorded in Book 198 Page 61 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 1 day of April 1976.

Fees$ 3.50 pd. SEAL H. H. Ferguson CLERK

RECEIVED BY AUTHORITY RECORDED IN BOOK
201 PAGE 774
THIS 8 DAY OF July 19 76
B. D. Ferguson
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned ----------REEVES-WILLIAMS, INC.----------
hereinafter designated "Grantor," conveys and warrants to Stuart Robinson, as Trustee, the following described property, located in
-------DeSoto------ County, Mississippi, to-wit:

Lot 1205, Section F, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 9, Page 46, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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 BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, a Mississippi corporation, its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

$27,600.00 Twenty-Seven Thousand, Six Hundred----- Dollars due ----------

Accrued interest at the rate stated below shall be due and payable monthly, commencing on the first day of May, 1976, and continuing on the first day of each month thereafter until this note is fully paid; and the principal, or so much thereof as shall remain unpaid at the time, together with accrued but unpaid interest, shall be due and payable on the 22nd day of September, 1976.

Borrower shall pay to the Note holder a late charge of Four (4.0) percent of any monthly installment not received by the Note holder within Fifteen (15) days after the installment is due.

bearing interest at the rate of 8.75 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 ten 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 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 Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

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

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

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V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure, and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer, or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 89-1-55 and amendments thereto of the Mississippi Code of 1972; 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 ten percent per annum and be secured by this instrument.

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

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

Witness the signature of the Grantor, this ---26th--- day of -------March--------- 19 76

REEVES-WILLIAMS, INC.

BY: _____

JON A. REEVES, President

BY: Robert Williams

ROBERT M. WILLIAMS, JR., Vice Pr.

STATE OF MISSISSIPPI)

COUNTY OF _____)

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

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

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

_____ Notary Public

My Commission Expires _____

STATE OF MISSISSIPPI)

COUNTY OF DESOTO)

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

Jon A. Reeves and Robert M. Williams, Jr. ---------- who acknowledged that they are

President and Vice President respectively ---------- of Reeves-Williams, Inc. ----------

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

Given under my hand and official seal, this 26th day of March, 19 76.

Deborah B. Anders Notary Public

My Commission Expires _____

NOTARY PUBLIC

RETURN TO:
W. F. R. & Co. LTD.
P. O. BOX 261
SOUTHAVEN, MISSISSIPPI 38671

DEED OF TRUST

STATE OF MISSISSIPPI, DESOTO COUNTY

COUNTY OF D

I, the undersigned, County, hereby certify

was filed for record

on the 1 day

and the same is

_____, Page

my office.

Witness my hand

day of

By

Clerk

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 1 day of April 1976, and that the same has been recorded in Book 198 Page 63 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 1 day of April 1976.

Fees $ 3.50 pd.

SEAL H. H. Ferguson CLERK

Paid, Satisfied and Cancelled

This 16 day Dec 19 82

The Hernando Bank

By Wm Thompson V.P.

Attest

H.B. Ferguson

Chancery Clerk By: T. Ed Davis D.C.

65

FOR REAL ESTATE, CHATTEL OR BOTH

JOHN W. WOOTEN, ET UX

To { DEED OF TRUST

THE HERNANDO BANK

THIS INDENTURE, Made this 31st day of March 19 76

between JOHN W. WOOTEN and wife, JUANITA WOOTEN,

of the first part,

and THE HERNANDO BANK

of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part y of the second part in the sum of Three Thousand Dollars ($3,000.00)

evidenced by one promissory note of even date hearing interest as provided in the note due and repayable in 60 monthly installments of $69.51 each, the first installment due May 1, 1976, and one installment due on the 1st day of each month thereafter until paid in full.

~~and by further warrants that the parties of the second part will furnish the party of the first part during the years [illegible] and the parties of the second part hereby agree to warrant the premises~~ ~~against the claims of all persons whomsoever.~~ Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by Joel F. Walker Trustee, the part ies of the first part ha ve this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~All of the aforesaid~~ ~~products of every kind that now are or may hereafter be growing or~~ ~~and all the usual~~ ~~rights and appurtenances thereunto belonging or in anywise appertaining, or that may hereafter be acquired by~~ ~~or for the said premises, or any part thereof, and all rents, issues and profits of the same, which are hereby~~ ~~assigned to the party of the second part, as additional security for the payment of the indebtedness~~ ~~hereinafter mentioned, and the party of the first part hereby authorizes the party of the second part~~ ~~or assigns, to take possession of said premises, collect said rents, issues and profits, and apply the~~ ~~same, after payment therefrom of all taxes, levies and assessments on said property, and all costs in~~ ~~connection with the collection of said rents, issues and profits, including reasonable attorney's fees,~~ ~~upon the indebtedness hereby secured, all in such order as the party of the second part, or assigns,~~ ~~may determine, or the receiver may be authorized, [illegible] to do and perform~~ ~~all acts which the party of the first part is required to do and perform, under the provisions hereof.~~

The land in the Village of Nesbit in the Northeast Quarter of Section 26, Township 2, Range 8, DeSoto County, Mississippi, described as follows: BEGINNING at the southwest corner of the James J. Gannaway, Jr. tract No. 3, running thence east 650 feet to a point on the west boundary line of Church Street; thence south on the west boundary line of Church Street 134 feet 3 inches to a point; thence west along an old fence row 650 feet to a point in the east boundary line of the Illinois Central Railroad right-of-way; thence north along the east boundary line of said railroad right-of-way 134 feet 3 inches to the point of beginning, containing two (2) acres, more or less.

A failure to pay the installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of said note.

This is a second-lien deed of trust, subordinate to the deed of trust in Book 194, Page 137. Any default in the first-lien deed of trust will be considered a default in this deed of trust, which would authorize foreclosure. Any payment made to the holder of the first-lien by the holder of this deed of trust will be fully secured hereby and will bear ten per cent (10%) interest from date of disbursement until repaid and will be due and repayable on demand.

Should the Trustee at any time before said property, or any part thereof, undisposed of as security for said debt, be ~~or~~ may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the date/days as stated above 19 , then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part y of the second part ies ~~or~~ assigns or legal representative, may at any time appoint a Trustee to act in his stead.

Witness our signature s the date written above.

John W. Wooten

Mrs. Juanita Wooten

STATE OF MISSISSIPPI, DeSOTO COUNTY

Personally appeared before me, the undersigned authority of said County, the within named John W. Wooten and his wife, Juanita Wooten,

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

Given under my hand and official seal, this 31st day of March 19 76

(SEAL) Elsie M. Barber

My Commission Expires: My Commission Expires Jan. 2, 1978 By Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

Before me, of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposeth and saith that he saw the above named whose name subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 1 day of April 1976, and that the same has been recorded in Book 198 Page 65 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 1 day of April 1976.

Fees $ 2.50 pd.

SEAL H. B. Ferguson CLERK

66

3-500238

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI:

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by Reeves-Williams, Inc. to Unifirst Federal Savings and Loan Association, Jackson, Mississippi and recorded in Book 192 at Page 431 of the record of deeds or deeds of trust in your office. Please mail this authority to cancel to Unifirst Federal Savings and Loan Association, Box 1818, Jackson, Mississippi 39205, when it has been executed.

THIS the 30th day of March, A.D., 19 76

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

BY: G. R. Munton, Jr.

BY: Harold A. Hogue

STATE OF Mississippi

COUNTY OF Hinds

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named G. R. Munton, Jr. and Harold A. Hogue, personally known to me to be the Vice-President and Vice-President, respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a Corporation, who acknowledged before me that they each signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as the act and deed of said Corporation, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 30th day of March A.D., 19 76

Notary Public

My Commission Expires: My Commission Expires March 4, 1979

LS 466

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 1 day of April 1976, and that the same has been recorded in Book 193 Page 66 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 1 day of April 1976.

Fees $ 2.50 DC.

SEAL H. R. Ferguson CLERK

o/l 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 7th day of April 19 72, made and executed by William L. and

Susan Jane Anderson of to The Hernando Bank

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

County, in the State of Mississippi in Real Estate Trust Deed Record No 140 on page 501

of the Record of Trust Deeds, on the 11th day of April, A. D. 19 72, is now fully paid

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

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

said County also as provided by law. This the 31st 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 31st day of March A. D. 19 76

My Commission Expires Jan. 7, 1978

Elois M. Barbee

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 1 day of April 1976, and that the same has been recorded in Book 198 Page 67 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 1 day of April 1976.

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

68

o/l 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 5th day of June 19 75, made and executed by Charles H. Brand, Jr.

and Patricia Anne S. Brand 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 611

of the Record of Trust Deeds, on the 16th day of June, A. D. 19 75, is now fully paid

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

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

said County also as provided by law. This the 31st 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 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 31st day of March A. D. 19 76

My Commission Expires Jan. 7, 1978

Eloia M. Barbee

STATE OF MISSISSIPPI, DESOTO COUNTY

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

30 minutes A M. 1 day of April 1976, and that the same has

been recorded in Book 198 Page 68 records of REAL ESTATE Trust Deed

of said County.

Witness my hand and seal this the 1 day of April 1976.

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

ASSIGNMENT OF DEED OF TRUST

For valuable consideration the receipt of which is hereby acknowledged, the undersigned does hereby transfer and assign unto the COAHOMA BANK, SOUTHAVEN BRANCH, SOUTHAVEN, MISSISSIPPI, that certain Deed of Trust executed by A. P. GARRITY, JR. and wife, JOAN I. GARRITY, to JAMES W. AMOS, Trustee for the benefit of E. L. GRAHAM, dated October 8, 1975, securing a note in the sum of $34,000.00, recorded in Book 191 at Page 589, in the Office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

This Assignment is given as collateral for security of loans made to the Assignor on this date, being loan # 328110 and loan # 1107523.

IN WITNESS WHEREOF, the undersigned has executed this Assignment through its duly authorized officer and has caused its corporate seal to be thereunto affixed on this, the 29th day of March, 1976.

E. L. GRAHAM, ASSIGNOR

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named E. L. GRAHAM, who acknowledged that he signed and delivered the above and foregoing instrument on the date therein mentioned for the purposes therein expressed as his free and voluntary act and deed.

GIVEN under my hand and official seal of office this the 29th day of March, 1976.

NOTARY PUBLIC

(SEAL)

My Commission Expires:

My Commission Expires Jan. 31, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 1 day of April 1976, and that the same has been recorded in Book 198 Page 69 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 1 day of April 1976.

Fees$ 2.50 pd.

SEAL H. H. Ferguson CLERK

70

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Jerry A. Joyner of FinanceAmerica Corporation the beneficiary, does hereby certify that a certain trust deed bearing date the 30th day of January 19 74, made and executed by Kenneth H. MOrgan and Linda G. Morgan of Southaven, Mississippi to FinanceAmerica Corp. 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 170 on page 543 of the Record of Trust Deeds, on the 30th day of January 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.

FINANCEAMERICA CORPORATION

Jerry A. Joyner

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Notary Public in and for County and State aforesaid. Jerry A Joyner 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 March A D 1976

Rebecca S McCarley

My Commission Expires April 22, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 1 day of April 1976, and that the same has been recorded in Book 148 Page 70 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 1 day of April 1976.

Fees 2.50 pd. SEAL H. H. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
258 PAGE 17
THIS 15 DAY OF April 1980
D. D. Ferguson
CHANCERY CLERK

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between
HOMER L. STEVERSON AND wife, EVA A. STEVERSON

of the first part, herewith designated as the Grantor(s),
JOHN G. ZIZMANN Trustee, of the second part, hereinafter designated as Trustee, and
SOUTHAVEN BRANCH, COAHOMA BANK, Southaven, Miss., of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor(s) is justly indebted to the beneficiary in the full sum of
SEVEN THOUSAND EIGHT HUNDRED FORTY NINE AND 92/100---------- DOLLARS
($ 7,849.92) evidenced by one promissory note(s) of even date herewith in favor of the beneficiary, ~~bearing~~ 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:

In Forty-Eight (48) consecutive monthly installments of ONE HUNDRED AND SIXTY THREE AND 54/100---------- DOLLARS ($ 163.54), each, ~~one to and including the final installment on~~ , unless sooner paid, commencing on the 5th day of May, 19 76, and continuing on the same day of each successive month thereafter until fully paid.

This Deed of Trust is second and subordinate to the Deed of Trust executed by the Grantors above to National Mortgage Company, as shown on record in the office of the Chancery Court Clerk, DeSoto County, Mississippi, in Deed of Trust Book 103, Page 319, dated July 31, 1968/

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

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

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

Lot 2299, Section K, Southaven WEst Subdivision, Section 27, Township 1, South, Range 8 West, as per plat thereof recorded in Plat Book 4, 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.
The entire principal sum secured hereby with all interest and charges accrued thereon and all other amounts secured hereby shall at the option of the beneficiary of the owner or holder of said note or notes be and become at once due and payable in the event of transfer or sale by the grantor of the property or land covered hereby.

w.e. jackson, the printer, grenada, miss.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured herwby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 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 31st day of March 19 76

Homer L. Steverson
HOMER L. STEVERSON

Eva A. Steverson
EVA A. STEVERSON

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

Homer L. Steverson and wife, Eva A. Steverson **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 31st **day of** March **19** 76

My Commission Expires: My Commission Expires Jan. 31, 1980

Nancy Johnston
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock
30 minutes P. M. 1 day of April 1976, and that the same has
been recorded in Book 198 Page 71 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 2 day of April 1976.

H. H. Stevenson CLERK

300 pd

74

CANCELLED BY ASSIGNMENT (RELEASED AS SHOWN BY)

510 BK 627

THIS 13th DAY OF June 19 90

W. C. Davis

by D. Taylor, D.C.

FORM NO. 1941 REV. 1/75

Loan No. 225249-2-1

PRINTED MATTER—1487 WORDS

DEED OF TRUST

STATE OF MISSISSIPPI,

COUNTY OF DeSoto

WHEREAS, PETE WILLIAMS and wife, ANN D. WILLIAMS,

IS/ARE INDEBTED TO THE FEDERAL LAND BANK OF NEW ORLEANS, HEREINAFTER CALLED BENEFICIARY, IN THE SUM OF Seventy-one Thousand, Two Hundred Dollars

DOLLARS, AS EVIDENCED BY A PROMISSORY NOTE OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF THE FEDERAL LAND BANK OF NEW ORLEANS IN INSTALLMENTS WITH INTEREST ACCORDING TO THE TERMS OF SAID NOTE, THE LAST INSTALLMENT BEING DUE AND PAYABLE ON THE 1st DAY OF January 20DC 2006.

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

PETE WILLIAMS and wife, ANN D. WILLIAMS,

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:

62.0 acres, more or less, situate in Section 30, Township 3 South, Range 6 West, DeSoto County, Mississippi, and described as all that part of the Southeast Quarter of Section 30, Township 3 South, Range 6 West, which lies west of the Smith Public Road except 20 acres off the south end thereof, containing 65 acres, more or less, and being the same land conveyed by deed of record in Book 45, Page 9, and Book 55, Page 19, in the office of the Chancery Clerk of DeSoto County, Mississippi, less and except: 3.2 acres, more or less, described as BEGINNING at a point 165 feet east of the southwest corner of Section 29, Township 3 South, Range 6 West; thence north 37 degrees 15 minutes west 2325 feet, more or less, to a point in the center of Smith Public Road, which is the point of beginning; thence from point of beginning run southwardly with the center line of said county road 473 feet; thence north 89 degrees 30 minutes west 267 feet to an iron pin; thence north 1 degree 35 minutes east 451 feet to an iron pin; thence south 86 degrees 30 minutes east 287 feet to the point of beginning, and being the same lands retained by Marvin C. Ward Et Ux in the deed to Pete Williams Et Ux of record in Deed Book 72, Page 239, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Subject to the right-of-way to Mississippi Power and Light Company recorded in Deed Book 33, Page 52, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Assignment of this Instrument Recorded in Real Estate T/D Book No. 463 Page 800

This the 15 day of Feb 1989

by: W E Davis by K Cox Clerk

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, FUNDS SO RECEIVED BY BENEFICIARY MAY BE USED TO PAY FOR RECONSTRUCTION OF THE DESTROYED IMPROVEMENT(S), OR, IF NOT SO APPLIED MAY, AT THE OPTION OF THE BENEFICIARY, BE APPLIED IN PAYMENT OF ANY INDEBTEDNESS, MATURED OR UNMATURED, SECURED BY THIS DEED OF TRUST.

3. TO PROPERLY CARE FOR AND CULTIVATE SAID PROPERTY IN A FARMERLIKE MANNER, AND NOT TO COMMIT WASTE, CUT, REMOVE, OR DAMAGE TIMBER OR IMPROVEMENTS, OR ALLOW WASTE TO BE COMMITTED, OR TIMBER OR IMPROVEMENTS TO BE CUT, REMOVED, OR DAMAGED. IN THE EVENT THIS COVENANT IS BREACHED, GRANTOR AGREES TO PAY ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY BENEFICIARY IN INVESTIGATING SUCH VIOLATION AND IN PROTECTING AND PRESERVING THIS SECURITY.

4. THAT THIS DEED OF TRUST IS A VALID FIRST LIEN AGAINST ALL THE LAND AND IMPROVEMENTS OFFERED AND APPRAISED AS SECURITY FOR THIS LOAN. IF THE VALIDITY OF THIS DEED OF TRUST OR IF GRANTOR'S TITLE TO ANY OF SAID LAND OR IMPROVEMENTS IS QUESTIONED IN ANY MANNER OR IF ANY PART OF SUCH LAND OR IMPROVEMENTS IS NOT PROPERLY DESCRIBED HEREIN, BENEFICIARY MAY, IN ITS DISCRETION, INVESTIGATE AND TAKE SUCH ACTION AS IT CONSIDERS NECESSARY OR DESIRABLE FOR THE PROTECTION OF ITS INTERESTS AND FOR THIS PURPOSE MAY EMPLOY LEGAL COUNSEL OR EXPERT ASSISTANCE AND GRANTOR WILL PROMPTLY PAY ALL EXPENSES SO INCURRED BY BENEFICIARY.

5. THAT IF GRANTOR DEFAULTS IN ANY OF THE PROVISIONS OF PARAGRAPHS 1, 2, 3, 4, OR 16 HEREOF, THEN BENEFICIARY MAY PAY SUCH TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS, OBTAIN AND PAY FOR SUCH INSURANCE, OR ADVANCE SUCH ATTORNEY'S FEES, EXPENSES AND COSTS, AND GRANTOR AGREES TO IMMEDIATELY PAY BENEFICIARY ALL AMOUNTS SO ADVANCED, AND THAT ALL AMOUNTS SO ADVANCED SHALL BE SECURED HEREBY.

6. THAT ALL REPRESENTATIONS AND STATEMENTS MADE IN THE APPLICATION FOR THIS LOAN ARE TRUE AND CORRECT, THAT THE PROCEEDS OF THIS LOAN WILL BE USED SOLELY FOR THE PURPOSES SPECIFIED IN SAID APPLICATION, AND THAT GRANTOR WILL COMPLY WITH ALL REQUIREMENTS AND CONDITIONS IMPOSED BY BENEFICIARY IN MAKING THIS LOAN.

7. THAT GRANTOR WILL NOT SELL, MORTGAGE, OR OTHERWISE ALIENATE THE PROPERTY HEREIN DESCRIBED WITHOUT THE WRITTEN CONSENT OF BENEFICIARY.

8. THAT ALL DEFAULTED PAYMENTS AND ALL SUMS ADVANCED BY MORTGAGEE, AS PROVIDED FOR HEREIN, SHALL, FROM THE DATE DUE, BEAR INTEREST AT THE RATE OF TEN (10%) PER CENT.

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

10. THIS INSTRUMENT AND THE NOTE SECURED HEREBY ARE SUBJECT TO THE FARM CREDIT ACT OF 1971 AND ALL ACTS AMENDATORY THEREOF OR SUPPLEMENTARY THERETO, AND THE LAWS OF THE STATE OF MISSISSIPPI NOT INCONSISTENT THEREWITH.

11. THAT THE FAILURE OF BENEFICIARY TO EXERCISE ANY OPTION OR MAKE ANY DECISION OR ELECTION UNDER ANY TERM OR COVENANT HEREIN EXPRESSED, SHALL NOT BE DEEMED A WAIVER OF THE RIGHT TO EXERCISE SUCH OPTION OR TO MAKE SUCH DECISION OR ELECTION AT ANY TIME.

12. THAT EACH COVENANT AND AGREEMENT HEREIN CONTAINED SHALL INURE TO THE BENEFIT OF AND BIND THE SUCCESSORS AND ASSIGNS OF BENEFICIARY AND GRANTOR.

13. THAT THE FOLLOWING ARE AUTHORIZED TO SELECT AND SUBSTITUTE ANOTHER TRUSTEE IN THE PLACE OF THE ABOVE NAMED TRUSTEE OR ANY SUCCESSOR AT ANY TIME ANY OF THEM MAY SO DESIRE; NAMELY, (1) THE BENEFICIARY HEREIN ACTING THROUGH ITS PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY, (2) ANY PERSON HOLDING THE OFFICE OF PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY OF SAID BENEFICIARY, OR (3) ANY FUTURE HOLDER OF THE INDEBTEDNESS SECURED HEREBY. IT SHALL NOT BE NECESSARY TO OBTAIN THE CONSENT OR RESIGNATION OF THE ORIGINAL TRUSTEE, OR ANY SUCCESSOR BEFORE APPOINTING ANOTHER TRUSTEE IN HIS PLACE AND ANY SUCH APPOINTEE, WHO MAY BE AN AGENT, EMPLOYEE OR OFFICER OF BENEFICIARY, SHALL HAVE FULL AND SOLE POWER AS TRUSTEE HEREIN.

14. GRANTOR FURTHER COVENANTS AND AGREES TO OBTAIN AND CARRY CREDIT LIFE INSURANCE ON THE LIFE OF GRANTOR AND/OR TO ASSIGN THE BENEFITS (BOTH CASH VALUE AND/OR DEATH BENEFITS) OF ANY EXISTING INSURANCE ON THE LIFE OF GRANTOR, WHEN REQUIRED BY BENEFICIARY, ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH AND ANY LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR.

NOW, IF GRANTOR SHALL PAY SAID INDEBTEDNESS AND KEEP AND PERFORM ALL OF THE COVENANTS AND AGREEMENTS OF THIS DEED OF TRUST, IT SHALL BECOME NULL AND VOID.

IF GRANTOR FAILS TO PAY WHEN DUE ANY SUMS SECURED HEREBY OR SHOULD GRANTOR (OR ANY ONE OF THEM) FAIL TO ABIDE BY OR PERFORM ANY OF THE AGREEMENTS CONTAINED HEREIN, BECOME INSOLVENT, BE ADJUDICATED A BANKRUPT, OR MADE DEFENDANT IN A BANKRUPTCY OR RECEIVERSHIP PROCEEDING, THEN, IN ANY SUCH EVENT, BENEFICIARY MAY, AT ITS OPTION, DECLARE ALL INDEBTEDNESS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE, AND THE TRUSTEE, AT THE REQUEST OF THE BENEFICIARY, SHALL SELL SAID PROPERTY (EITHER AS A WHOLE OR IN PARCELS, AT HIS ELECTION, THE PROVISIONS OF SECTION 89-1-51, MISSISSIPPI CODE OF 1972, AND SECTION 111, MISSISSIPPI CONSTITUTION OF 1890 WITH RESPECT TO OFFERING AND SELLING REAL ESTATE IN PARCELS RATHER THAN AS A WHOLE, BEING HEREBY EXPRESSLY WAIVED) TO SATISFY THE INDEBTEDNESS HEREBY SECURED AFTER GIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE BY PUBLICATION IN SOME NEWSPAPER PUBLISHED IN THE COUNTY IN WHICH SAID LAND IS SITUATED, OR IF NO NEWSPAPER IS THEN PUBLISHED IN SAID COUNTY IN A NEWSPAPER HAVING GENERAL CIRCULATION THEREIN, FOR THREE CONSECUTIVE WEEKS PRECEDING THE DATE OF SALE, AND BY POSTING ONE NOTICE AT THE COURTHOUSE OF SAID COUNTY FOR SAID TIME.

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

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

WITNESS THE SIGNATURE OF GRANTOR, THIS 31st DAY OF March 19 76

Pete Williams

Ann D. Williams

STATE OF MISSISSIPPI

COUNTY OF DeSoto

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY IN SAID STATE, THIS DAY PERSONALLY APPEARED THE WITHIN NAMED Pete Williams and wife, Ann D. Williams,

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 31st DAY OF March 19 76

(SEAL)

MY COMMISSION EXPIRES 3-24-79

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 3 o'clock 0 minutes P. M. 1 day of April 1976, and that the same has been recorded in Book 198 Page 74 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 2 day of April 1976.

Fees$ 5.00 pd. SEAL H. H. Ferguson CLERK

(SEAL) With
5.00 pd Rec'd

RECORDED IN BOOK 228 PAGE 649
THIS 27 DAY OF July 1978
W. D. Ferguson
CHANCERY CLERK

DEED OF TRUST WITH ASSIGNMENT OF RENTS

BENEFICIARY:
AVCO FINANCIAL SERVICES
of Tennessee Incorporated
61 N. Third
Memphis, Tennessee

GRANTOR(S): ACCOUNT NUMBER 19915

THIS TRUST DEED PREPARED BY BENEFICIARY

LAST NAME	FIRST	INITIAL	SPOUSE'S NAME
McCrory	Victor	H.	Sandra A. McCrory

MAILING ADDRESS	STREET	CITY	STATE	ZIP
	42 Plymouth	Hernando	Mississippi	38632

THIS DEED OF TRUST, made this 29th day of March, 19 76, between Victor H. McCrory and Sandra A. McCrory as GRANTOR(S) whose address is stated above, Atty John Campbell, as TRUSTEE, and AVCO FINANCIAL SERVICES OF TENN. INC., as BENEFICIARY.

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

Lot 54, Section D, Oaklawn Subdivision, Hernando, Mississippi, as recorded in Plat Book 6, Page 15, in the Chancery Clerk's Office of Desota County, Mississippi, and being part of the Section 13, Township 3, Range 8 West.

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

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

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

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Grantor contained herein; (2) Payment of the principal sum with interest as provided in accordance with the terms and provisions of a Promissory Note dated 4/1/76, and having its maturity date on 4/5/78, or as extended, deferred or rescheduled by renewal or refinance herewith executed by Grantor and payable to the order of Beneficiary, to which Promissory Note reference is hereby made; (3) Payment of any additional advances not exceeding, and this Deed Of Trust shall not secure more than, the aggregate sum of $ 3768.00, as may be hereafter loaned by Beneficiary to Grantor, or any of them. This paragraph shall not constitute a commitment to make additional loans in any amount; (4) Any other indebtedness or obligation of the Grantor, or any of them, to Beneficiary, and any present or future demands of any kind or nature which the Beneficiary or its successors may have against the Grantor, or any of them, whether created directly or acquired by assignment, whether absolute or contingent, whether due or not, whether otherwise secured or not, or whether existing at the time of the execution of this instrument, or arising thereafter; (5) The payment of any money that may be advanced by the Beneficiary to Grantor or to third parties, with interest thereon, where the amounts are advanced to protect the security or in accordance with the covenants of this Deed Of Trust.

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

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

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

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

41-9561 (REV. 3-72)

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

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

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

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

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

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

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

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

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

Signed sealed and delivered in the presence of:

Victor H. McCrary (SEAL)
Grantor-Borrower

Sondra A. McCrary (SEAL)
Grantor-Borrower

STATE OF TENNESSEE, COUNTY OF SHELBY ss.

Personally appeared before me, Debbie Dalhoff, a Notary Public in and for said County and State, the within named Victor H. McCrary and Sondra A. McCrary the bargainor S, with whom I am personally acquainted and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Arco Financial Service of Tenn. Inc., this 1st day of April, 1976.

My Commission Expires MY COMMISSION EXPIRES NOVEMBER 14, 1979

Debbie Dalhoff
Notary Public

RETURN TO
RECORD
SUITE 92
MEMPHI

By

Noted in Book
Recorded in Book
Recording Fee $

Received for
at 3:00 o'
April

STATE OF TENNE
REGIS
Dalhoff

TR

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 0 minutes P. M. 1 day of April 1976, and that the same has been recorded in Book 198 Page 77 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 2 day of April 1976.

Fees $ 3.50 pd.

SEAL H. H. Ferguson CLERK

PARTIAL RELEASE

For and in consideration of the sum of TEN DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, FIRST NATIONAL BANK, Hernando, Mississippi, ---------- does hereby release from the lien of the Deed of Trust given by CHARLES TAYLOR REALTY, INC., ---------- for the benefit of First National Bank, Hernando, Mississippi, which Deed of Trust is dated September 16, 1975, and recorded in Deed of Trust Book 190, Page 537 of the Trust Deed Records of DeSoto County, Mississippi, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, the following land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

Lot No. 17, Dixie Hills Estate Subdivision, Section 36, Township 2 South, Range 7 West, DeSoto County, Mississippi, as shown on plat appearing of record in Plat Book 10, Pages 19-21 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

In all other respects said Deed of Trust recorded in Deed of Trust Book 190, Page 537 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 1st day of April, 1976

FIRST NATIONAL BANK
Hernando, Mississippi

By /Jack W. Ussery/
Jack W. Ussery, PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF DeSOTO

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, JACK W. USSERY, the President of FIRST NATIONAL BANK, Hernando, Mississippi, who acknowledged that he signed and delivered the foregoing Partial Release on the date mentioned therein and for the purposes expressed as the act and deed of said bank, he being authorized so to do.

GIVEN under my hand and Official Seal this, the 1st day of April, 1976.

(SEAL)

Ruth H. McGuire
NOTARY PUBLIC

My Commission Expires: Jan. 24, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock 15 minutes P. M. 1 day of April 1976, and that the same has been recorded in Book 198 Page 79 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 2 day of April 1976.

Fees $ 3.00 pd.

SEAL H. H. Ferguson CLERK

156-159
175-179
Partial Release of this Instrument Recorded in
Real estate T/D Book
No. 231 Page 678
This 6 day of Oct. 1978
H. D. Ferguson Clerk

Lot 190
Partial Release of this Instrument Recorded in
Real estate T/D Book
No. 223 Page 705
This 13 day of April 1978
H. D. Ferguson Clerk

Deed of Trust

To

JAMES E. MCGEHEE AND COMPANY, INC.

THIS DEED OF TRUST, Made and entered into this the 31st day of March 19 76,

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

Four Hundred Eighty thousand and no/100---------- DOLLARS

($ 480,000.00), evidenced by promissory note of even date herewith payable to the Beneficiary as follows, to-wit:

Note is due and repayable on demand, but if not 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, thereupon situated and thereunto belonging, lying and being situated in the City or Town of

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

Lots 156, 157, 158, 159, 160, 175, 176, 177, 178, 179, 188, 189, 190, 191, 192, Section A Revised, Churchwood Estates Subdivision in Section 2, Township 2, Range 8 West as shown of record in Plat Book 12, pages 45 and 46 in the office of the Chancery Clerk of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description.

It is expressly agreed that the laws and decisions of the State of Mississippi are expressly adapted to control this entire transaction.

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 comtemplated thereby and any default in the construction loan agreement shall be deemed a default in this deed o f trust.

H. D. Ferguson Clerk

Lot 192 Sec A Churchwood Est.
Partial Release of this Instrument Recorded in
Real Estate T/D Book
No. 336 Page 574
This 22 day of April 19 85

Lot 191
Partial Release of this Instrument Recorded in
Real Estate T/D Book
No. 223 Page 225
This the 29 day of Mar 1978
H. D. Ferguson Clerk

Lot 189
Partial Release of this Instrument Recorded in
Real Estate T/D Book
No. 223 Page 224
This the 29 day of Mar 1978
H. D. Ferguson Clerk

Lot 188
Partial Release of this Instrument Recorded in
Book
No. 279 Page 626
This 19 day of Sept 1981
H. D. Ferguson Clerk

82 Lot 160, Sec. A, Churchwood Est 8/10

Partial Release of this instrument Recorded in
Real Estate 2/D Book
No 320 Page 499
This 1 day of Aug. 1984
H. G. Ferguson Clerk
by K. Ferguson

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

W. B. GAY BUILDERS, INC.

by William B. Gay, Jr.

William B. Gay, Jr.

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. xxxxx

who xxxxxxx acknowledged that xxxxxxx he is xxxxx President xxxxxxxxx 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 31st day of March, 19 76

Barbara J. Dierks
Notary Public

My Commission expires 3-8-80

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

Mem

Trust

Chancery Court

Trust was filed for
o'clock P M., on
19
day of
on page
in my office.
of office this
19
Chancery Clerk.
D. C.

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P.D.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 35 minutes P. M. 1 day of April 1976, and that the same has been recorded in Book 198 Page 81 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 2 day of April 1976.

Fees $ 7.10 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 COAHOMA NATIONAL BANK of Southaven, Mississippi, the beneficiary, does hereby certify that a certain trust deed bearing date the 14th day of December 19 72 made and executed by CHARLES TAYLOR REALTY, INC. 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. 152 on page 249 of the Record of Trust Deeds, on the 2nd 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.

COAHOMA NATIONAL BANK
Southaven, Mississippi

By: R. D. Harper, VICE-PRESIDENT

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority, a Notary Public in and for County and State aforesaid, R. D. HARPER, the Vice-President of COAHOMA NATIONAL BANK, Southaven, Mississippi, who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of said bank, he being authorized so to do.

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

(SEAL)

Nancy J Sutton
NOTARY PUBLIC

My Commission Expires: My Commission Expires Jan. 31, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 15 minutes P. M. 1 day of April 1976, and that the same has been recorded in Book 198 Page 85 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 2 day of April 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 LIBERTY LOAN CORPORATION of Southaven, Mississippi, the beneficiary, does hereby certify that a certain trust deed bearing date the 6th day of June 19 75 made and executed by MICHAEL JAMES PORTER and wife, MARTHA F. PORTER, to said corporation, the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No. 186 on page 446 of the Record of Trust Deeds, on the 11th 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.

LIBERTY LOAN CORPORATION
Southaven, Mississippi

By: Liberty Loan Corporation (Name)
Manager (Title)

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority a Notary Public (Name) Helen Yates, the (Title) Manager of LIBERTY LOAN CORPORATION, SOUTHAVEN, MISSISSIPPI, who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of said corporation, he being authorized so to do.

Given under my hand and seal of office this 26 day of March, A. D. 19 76.

(SEAL)

Richard Avon Taylor
NOTARY PUBLIC

My Commission Expires: My Commission Expires July 28, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 10 minutes A. M. 2 day of April 1976, and that the same has been recorded in Book 198 Page 86 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 2 day of April 1976.

Fees $ 2.50 pd.

SEAL H. R. Ferguson CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1956)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

MICHAEL JAMES PORTER,

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 TEN THOUSAND FOUR HUNDRED FIFTY-NINE AND 20/100 - - - - - - - - DOLLARS ($ 10,459.20) evidenced by one (1) promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of ten (10) per centum per ------- annum after maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Forty-Eight (48) equal monthly payments of $217.90 each, beginning on the 28th day of April, 1976, with a like payment being due and payable on the 28th day of each and every successive month thereafter until paid in full, the final and 48th payment being due and payable on the 28th 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 366, Section "D", Carriage Hills Subdivision, in Section 23 and 24, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 5, Pages 4 and 5, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

CANCELLED BY AUTHORITY RECORDED IN BOOK 222 PAGE 683
THIS 21 DAY OF May 1998
H. L. Ferguson
CHANCERY CLERK

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 26 day of March, 1976.

Michael James Porter
Michael James Porter

STATE OF MISSISSIPPI.
COUNTY OF DeSOTO

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

Given under my hand and official seal, this the 26th day of March, 1976.

My Commission Expires: My Commission Expires Nov. 24, 1977

Notary Public

(SEAL)

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
~~no~~ minutes A. M. 2 day of April 1976, and that the same has
been recorded in Book 198 Page 87 records of REAL ESTATE Trust Deed
of said County.
This the 2nd day of April 1976.
4.50 pd.
D. G. Ferguson

ASSIGNMENT

OF

DEED OF TRUST

For and in consideration of the sum of ONE DOLLAR ($1.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, I, H. M. ANDERSON, do hereby assign, transfer and set over unto W. H. MORGAN, all of my right, title and interest in and to that certain Deed of Trust given by JOSEPH B. BYARD and wife, JANE B. BYARD, and JACKIE C. OWENS and wife, BRENDA B. OWENS, to William H. Austin, Jr., Trustee, H. M. Anderson, Beneficiary, dated February 22, 1974, and recorded in Real Estate Trust Deed Book 171, Page 519 in the Office of the Chancery Clerk of DeSoto County, Mississippi; which Deed of Trust was given to secure an indebtedness on the following described property, to-wit:

LOT 5 of Arkabutla Lake Farms, containing 14.13 Acres, more or less, in the Northwest Quarter of Section 16, Township 4 South, Range 8 West, DeSoto County, Mississippi: COMMENCING at the Northwest Corner of Section 16; running thence South 80 feet to a point in the center of Wheeler Road; thence in an Easterly direction along the center of Wheeler Road 1,137 feet to the Point of Beginning; thence run South 5° East 2,355 feet, more or less, to a point on the half-section line; thence East along the half-section line 264 feet to a point; thence North 5° West 2,310 feet, more or less, to a point in the center of Wheeler Road; thence in a Westerly direction along the center of Wheeler Road 273 feet to the Point of Beginning.

I, the undersigned H. M. ANDERSON, do further assign, transfer and set over unto W. H. MORGAN all of my right, title and interest in and to the note, debt and claim secured by the above-described Deed of Trust.

WITNESS my signature this, the 1st day of April, 1976.

H. M. Anderson

STATE OF MISSISSIPPI
COUNTY OF DeSOTO

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, H. M. ANDERSON, who acknowledged that he signed and delivered the foregoing Assignment on the date mentioned therein and for the purposes expressed.

GIVEN under my hand and Official Seal this, the 1st day of April, 1976.

(SEAL)

Betty H. McIntosh
NOTARY PUBLIC

My Commission Expires: Jan 24 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 10 minutes A. M. 2 day of April 1976, and that the same has been recorded in Book 148 Page 90 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 2 day of April 1976.

Fees: 2.50 pd.

SEAL H. M. Seymour CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
204 PAGE 80
THIS 21 DAY OF Sept. 1976
W. D. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1958)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

BOBBY G. JONES and wife, BRENDA JONES,

of the first part, hereinafter designated as the Grantor,

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

COAHOMA 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 TWENTY THOUSAND AND NO/100 - DOLLARS ($ 20,000.00) 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 Five (5) Months from date, being August 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:

(See next page.)

Copyright Mississippi Bankers Association

PROPERTY DESCRIPTION

1.7 Acres, more or less, in the Southeast Quarter of Section 34, Township 2 South, Range 8 West, DeSoto County, Mississippi:

BEGINNING at the Southeast Corner of the said Section 34; thence West 970 feet and North 1,758.4 feet to an iron pin on the North side of Odom Road and being the true Point of Beginning; thence South 84° 30' West 557.20 feet to an iron pin set in Irue M. Jones' line; thence South 40° 50' East 318.0 to a point in the center of Odom Road; thence along Odom Road 460 feet to the true Point of Beginning; according to Survey of Ronald R. Williams, P. E., dated January 10, 1972.

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

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 30th day of March, 1976.

Bobby G. Jones
Bobby G. Jones

Brenda Jones
Brenda Jones

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO

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

Given under my hand and official seal, this the 30th day of March, 1976.

My Commission Expires: My Commission Expires Jan. 31, 1980

(SEAL)

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 10 minutes A. M. 2 day of April 1976, and that the same has been recorded in Book 198 Page 91 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 2 day of April 1976.

5.00

D. D. Ferguson

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between KENNETH McCLEAVE and wife, MARILYN A. McCLEAVE

of the first part, hereinafter designated as the Grantor,

MELVIN MCCLURE, JR., Trustee, of the second part, hereinafter designated as Trustee, and CURTIS M. DILLARD, and wife, DIANA L. DILLARD

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Two Thousand Four Hundred and no/100---------- DOLLARS ($ 2,400.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of five(5$) per centum per annum after May 1, 1976 , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

25 monthly installments of $100.00 each and and (1) installment of $34.01 on the like day of each succeeding month commencing May 1, 1976.

The maker of this note has the right to prepay this indebtedness without penalty prior to the maturity date of said note.

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

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

Lot 247, Section B, in Brookhollow Subdivision on Section 24, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book, 7, Page 35 in the Office of the Chancery Clerk of said County.

Copyright Mississippi Bankers Association

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 24th day of March 19 76

Kenneth McCleave
KENNETH McCLEAVE

Marilyn A. McCleave
MARILYN A. McCLEAVE

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 Kenneth McCleave and wife, Marilyn A. McCleave who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

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

My Commission Expires: April 28, 1978.

Rose B. Lofton
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. 2 of April 1976, and that the same has
been recorded in Book 198 Page 94 records of REAL ESTATE Trust Deed
of said County.
Witness my hand this the 2 day of April 1976.
5.00 pd.

W. H. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK 206 Page 886
THIS 23 DAY OF Dec 19 76
B. D. Ferguson
CHANCERY CLERK

DEED OF TRUST

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

Lot 649, Section D, Twin Lakes Subdivision, in Section 6, Township 2 South, Range 8 West, as per plat thereof recorded in Plat Book 10, Pages 32 and 33, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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: ($17,540.00) Seventeen Thousand Five Hundred Forty & no/100 Dollars due on demand or on or before Six (6) months from date with interest due and payable monthly until all principal and interest is paid in full,

as provided for 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 ... 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 31st day of March 19 76

ATTEST:

Robert M. Williams, Jr., Vice President

REEVES-WILLIAMS, INC.

By: Jon A. Reeves, President

STATE OF MISSISSIPPI,)

COUNTY OF)

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

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

Given under my hand and official seal, this 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 Jon A. Reeves and Robert M. Williams, Jr. who acknowledged that ~~he~~ they is/are the President and ~~xxx~~ Vice President, respectively, of Reeves-Williams, 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 year therein mentioned, ~~his~~ having been first duly authorized so to do.

Given under my hand and official seal, this the 31st day of March ~~xxxxx~~ 1976.

Deborah B. Ansbro
NOTARY PUBLIC

My Commission Expires:
1-8-80

STATE OF MISSISSIPPI
COUNTY OF

I, the undersigned Clerk of the Chancery Court of said County, hereby certify that the within instrument was filed for record in my office on the 2 day of April 1976, and the same is duly recorded in Book 198 Page 97 of the records of said County.

Witness my hand and seal of office this the 2 day of April 1976.

Clerk's Fee $3.50 pd.

By H. H. Ferguson D.C.

DEED OF TRUST

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 2 day of April 1976, and that the same has been recorded in Book 198 Page 97 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 2 day of April 1976.

Fees $ 3.50 pd.

SEAL H. H. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 203 PAGE 220
THIS 18 DAY OF Sept. 76
W. B. Lewis
CHANCERY CLERK

DEED OF TRUST

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

Lot 659, Section D, Twin Lakes Subdivision, in Section 6, Township 2 South, Range 8 West, as per plat thereof recorded in Plat Book 10, Pages 32-33, in the office of the Chancery Clerk of Desoto County, Mississippi.

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: ($ 17,540.00) Seventeen Thousand Five Hundred Forty & no/100 Dollars due on demand or on or before Six (6) months from date with interest due and payable monthly with all principal and interest is paid in full

as provided in promissory note 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.

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V. If said Grantor, or Grantors shall [illegible] 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 31st day of March 19 76

ATTEST

REEVES-WILLIAMS, INC.

Robert M. Williams, Jr., Vice President

By: Jon A. Reeves, President

STATE OF MISSISSIPPI,)

COUNTY OF DESOTO)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Jon A. Reeves and Robert M. Williams, Jr., as President and Vice President, respectively, for and on behalf of and by authority of REEVES-WILLIAMS, INC.

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

Given under my hand and official seal, this 31st day of March 19 76

Deborah B. Crosby 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 duly authorized so to do.

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

1971

My Commission Expires:

NOTARY PUBLIC

DEED OF

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 2 day of April 1976, and that the same has been recorded in Book 198 Page 99 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 2 day of April 1976.

Fees $ 3.50 pd.

SEAL H. P. Ferguson CLERK

101

CANCELLED BY AUTHORITY RECORDED IN BOOK 201 PAGE 589
THIS 30 DAY OF June 1976
B. D. Ferguson
CHANCERY CLERK

DEED OF TRUST

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

Lot 650, Section D, Twin Lakes Subdivision, in Section 6, Township 2 South, Range 8 West, as per plat thereof recorded in Plat Book 10, Pages 32-33, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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: ($18,360.00) Eighteen Thousand Three Hundred Sixty & no/100 Dollars due on demand or on or before Six (6) months from date with interest due and payable monthly until all principal and interest is paid in full,

as provided in promissory note of even date

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

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

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

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

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

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

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

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V. If said Grantor or Grantors shall [illegible] 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 31st day of March 19 76

ATTEST: REEVES-WILLIAMS, INC.

Robert M. Williams, Jr., Vice President By: Jon A. Reeves, President

STATE OF MISSISSIPPI,)

COUNTY OF DESOTO)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Jon A. Reeves and Robert M. Williams, Jr., as President and Vice President, respectively, for and on behalf of and by authority of REEVES-WILLIAMS, INC. who acknowledged that they signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and official seal, this 31st day of March 19 76

Deborah B. Ainsworth 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 duly authorized so to do.

Given under my hand and official seal, this the day of 1971

My Commission Expires: NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF
I, the undersigned Clerk of the Chancery Court of said County, hereby certify that the within instrument was filed for record in my office on the 2nd day of April 1976 at 10:30 A.M. and the same is duly recorded in Book 198 Page 101 of the records of said County.
Witness my hand and seal of office this 2nd day of April 1976.
By H. H. Ferguson, Clerk

DEED

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 2 day of April 1976, and that the same has been recorded in Book 198 Page 101 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 2 day of April 1976.
Fees $ 3.50 pd. SEAL H. H. Ferguson CLERK

Lot 652

Release of this Instrument Recorded in Deed Entry 7,D Book No. 202 Page 709 This 3 day of August 1926

B. D. Ferguson Clerk

DEED OF TRUST

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

Lot 652, Section D, Twin Lakes Subdivision, in Section 6, Township 2 South, Range 8 West, as per plat thereof recorded in Plat Book 10, Pages 32-33, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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: ($ 18,525.00 Eighteen Thousand Five Hundred Twenty-Five and No/100 Dollars due on demand or on or before Six (6) months from date with interest due and payable monthly until all principal and interest is paid in full, as provided in promissory note of even date bearing interest at the rate of ~~_____ percent per annum~~ from date, together with attorney's fees as therein provided.

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

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

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

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

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

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

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V. If said Grantor or Grantors [illegible] 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 31st day of March 1976

ATTEST:

Robert M. Williams, Jr., Vice President

REEVES-WILLIAMS, INC.

By: Jon A. Reeves, President

STATE OF MISSISSIPPI,)

COUNTY OF DESOTO)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Jon A. Reeves and Robert M. Williams, Jr., as President and Vice President, respectively, for and on behalf of andby authority of REEVES-WILLIAMS, INC.

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

Given under my hand and official seal, this 31st day of March 1976

Deborah B. Crosby 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 duly authorized so to do.

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

1971

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 2 day of April 1976, and that the same has been recorded in Book 198 Page 103 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 2 day of April 1976.

Fees $ 3.50 pd.

SEAL H. H. Ferguson CLERK

By D. C.

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DEED OF TRUST

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

Lot 651, Section D, Twin Lakes Subdivision, in Section 6, Township 2 South, Range 8 West, as per plat thereof recorded in Plat Book 10, Pages 32 and 33, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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:

($ 17,640.00) Seventeen Thousand Six Hundred Forty & no/100 Dollars due on demand or on or before Six (6) months from date with interest due and payable monthly until all principal and interest is paid in full,

bearing interest at the rate of as provided in promissory note of even date 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 596

THIS 14 DAY OF Jan 1972

H. G. Ferguson
CHANCERY CLERK

V. If said Grantor or Grantors shall [illegible] 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 31st day of March 1976

ATTEST:

REEVES-WILLIAMS, INC.

Robert M. Williams, Jr., Vice President

By: Jon A. Reeves, President

STATE OF MISSISSIPPI,)
COUNTY OF DESOTO)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Jon A. Reeves and Robert M. Williams, Jr., as President and Vice President, respectively, for and on behalf of and by authority of REEVES-WILLIAMS, INC.

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

Given under my hand and official seal, this 31st day of March 19 76

Deborah B. Crabb 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 duly authorized so to do.

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

1971

My Commission Expires:

NOTARY PUBLIC

DEED

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 2 day of April 1976, and that the same has been recorded in Book 198 Page 105 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 2 day of April 1976.

Fees$ 3.50 pd. SEAL H. P. Ferguson CLERK

PARTIAL RELEASE

KNOW all men by these presents, that for and in consideration of part payment of the indebtedness 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:

Lots 1528, 1529, 1539, 1540, 1542, 1600, 1604, 1605, Section "H", Greenbrook Subdivision in Section 30, Township 1, Range 7 West, as shown by plat of record in Plat Book 11, pages 21 and 22 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Lots 1122, 1123 and 1124, Section "F", Greenbrook Subdivision in Section 19, Township 1, Range 7 West, as shown by plat appearing of record in Plat Book 9, page 46 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 Deed shall continue in full force and effect.

In Witness Whereof, Union Planters National Bank, Memphis, Tennessee, has caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do, this the 30th day of March, 1976.

UNION PLANTERS NATIONAL BANK
MEMPHIS, TENNESSEE

BY: J. H. Jennings, Vice President
J. H. JENNINGS
VICE PRESIDENT

ATTEST: Karen A. Schoenbucher
KAREN A. SCHOENBUCHER,
BANKING OFFICER

STATE OF TENNESSEE
COUNTY OF SHELBY

This day personally appeared before me, the undersigned notary public in and for said County and State, 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 and for the purposes therein expressed.

Given under my hand and seal of office this the 30 day of March, 1976.

Barbara C. Young
NOTARY PUBLIC

My commission expires:

October 1, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 2 day of April 1976, and that the same has been recorded in Book 198 Page 107 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 2 day of April 1976.

Fees $ 3.50 pd.

SEAL H. H. Ferguson CLERK

PARTIAL RELEASE

KNOW all men by these presents, that for and in consideration of part payment of the indebtedness 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 1119, Section F, Revised, Greenbrook Subdivision, as shown by the plat recorded in Plat Book 9, Page 46, in the office of the Chancery Clerk of DeSoto County, Mississippi, to which recorded plat reference is made fo for a more particular description, said lot being situated in Section 19, Township 1, Range 7 West.

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, Union Planters National Bank, Memphis, Tennessee, has caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do, this the 30 day of March, 1976.

UNION PLANTERS NATIONAL BANK
MEMPHIS, TENNESSEE

BY: J. H. Jennings, Vice President
J. H. JENNINGS
VICE PRESIDENT

ATTEST:
Karen A Schoenbucher
KAREN A. SCHOENBUCHER, BANKING OFFICER

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned a Notary Public within and for said County and State, at Memphis duly commissioned and qualified, personally appeared J. H. Jennings and Karen A. Schoenbucher with whom I am personally acquainted, and who, upon their several oath, acknowledged themselves to be, respectively, the Vice President and the Banking Officer of Union Planters National Bank of Memphis, the within named bargainor, a National Banking Association; and they as such Vice President and Banking Officer being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by the said J. H. Jennings subscribing thereto the name of the associarion by himself as such V ice President, and by the said Karen A. Schoenbucher affixing and attesting thereon the corporate seal.

WITNESS my hand and Notarial Seal at my office in said Shelby County at Memphis, this the 30 day of March, 1976.

Barbara C. Stone
NOTARY PUBLIC

My commission expires:
October 1, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 2 day of April 1976, and that the same has been recorded in Book 178 Page 109 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 2 day of April 1976.

Fees$ 3.50 pd. SEAL H. H. Ferguson CLERK

PARTIAL RELEASE

WHEREAS, on January 29, 1974, Alodex Corporation, a Tennessee corporation, and Southaven Land Company, Inc., a Mississippi corporation, executed a Deed of Trust to James W. McDonnell, Jr. and William S. Solmson, as Trustees for First National Bank of Memphis, Union Planters National Bank, National Bank of Commerce of Memphis, Commercial and Industrial Bank of Memphis, and Walkem Development Corporation, which Deed of Trust is recorded in Real Estate Trust Deed Book 171, Page 51, in the office of the Chancery Clerk of DeSoto County, Mississippi; and

WHEREAS, on August 28, 1974, a Modification and Reapportion Agreement was executed by the First National Bank of Memphis, Union Planters National Bank, National Bank of Commerce of Memphis, Commercial and Industrial Bank of Memphis, Walkem Development Company, Inc., Alodex Corporation, Southaven Land Company, Inc., Commercial and Industrial Bank, Admiral Realty Company, James W. McDonnell, Jr., Trustee, and William S. Solmson, Trustee, said agreement being of record in Real Estate Trust Deed Book 179, Page 53, in the office of the Chancery Clerk of DeSoto County, Mississippi, and under the terms of said Modification and Reapportion Agreement, the indebtednesses to the various secured parties and the real properties securing them were divided, separated and segregated, and Union Planters National Bank received a separate note for $1,125,000.00 and was allocated as security property therein described in Exhibit "B", which includes the property hereinafter specifically described; and

WHEREAS, Union Planters National Bank has assigned and transferred to Wallace E. Johnson, the aforementioned note and its separate and segregated part of said Deed of Trust, said Assignment being recorded in Real Estate Trust Deed Book 183, Page 111, in the office of the Chancery Clerk of DeSoto County, Mississippi;

WHEREAS, Wallace E. Johnson desires to release from the lien of said Deed of Trust, as modified and reapportioned, the property hereinafter described;

NOW, THEREFORE, for value received, Wallace E. Johnson, as the owner and holder of the indebtedness hereinabove referred to, does by these presents release and forever discharge from the lien and encumbrance of the Deed of Trust recorded in Real Estate Trust Deed Book 171, Page 51, as aforesaid, as modified by the Modification and Reapportion Agreement recorded in Real Estate Trust Deed Book 179, Page 53, as aforesaid, the following described property situated and being in the County of DeSoto, State of Mississippi, to-wit:

Lot 1119, Section F, Revised, Greenbrook Subdivision, as shown by the plat recorded in Plat Book 9, Page 46, in the office of the Chancery Clerk of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description, said lot being situated in Section 19, Township 1, Range 7 West.

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

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

WITNESS the signature of Wallace E. Johnson this the ____ day of March, 1976.

Wallace E. Johnson
WALLACE E. JOHNSON

STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Wallace E. Johnson, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 24th day of March, 1976.

Wilma C. Roach
NOTARY PUBLIC

My commission expires:
MY COMMISSION EXPIRES
APRIL 21, 1976

CONSENT TO PARTIAL RELEASE

The undersigned, as endorsers of that certain promissory note in the sum of $1,125,000.00, described in the Partial Release hereinabove, hereby consent to said Partial Release on this the ____ day of March, 1976.

Kemmons Wilson
KEMMONS WILSON

Dorothy Lee Wilson
DOROTHY LEE WILSON

Alma E. Johnson
ALMA E. JOHNSON

STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Kemmons Wilson, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned for the purposes there contained.

GIVEN UNDER MY HAND and seal of office, this the 24th day of March, 1976.

Wilma C. Roach
NOTARY PUBLIC

My commission expires:
MY COMMISSION EXPIRES
APRIL 21, 1976

STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Dorothy Lee Wilson, who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned for the purposes therein contained.

GIVEN UNDER MY HAND AND seal of office, this the 24th day of March, 1976.

Wilma C. Rose
NOTARY PUBLIC

My commission expires:
MY COMMISSION EXPIRES
APRIL 21, 1976

STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Alma E. Johnson, who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned for the purposes therein contained.

GIVEN UNDER MY HAND and seal of office, this the 24th day of March, 1976.

Wilma C. Rose
NOTARY PUBLIC

My commission expires:
MY COMMISSION EXPIRES
APRIL 21, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 2 day of April 1976, and that the same has been recorded in Book 198 Page 111 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 2 day of April 1976.

Fees$ 4.50 pd.

SEAL H. P. Ferguson CLERK

RELEASE DEED

Know all men by these presents that for and in consideration of the payment of the indebtedness described in and secured by that certain Deed of Trust dated 3/10/73, executed by WALLACE E. JOHNSON ENTERPRISES, INC. to DESOTO TITLE COMPANY, as Trustee(s), SERVICE MORTGAGE & INVESTMENT CO.,INC., as Beneficiary, which Deed of Trust is recorded in Book 164, Page 418, in the Chancery Clerk's Office of DeSoto County, Mississippi, the undersigned SERVICE MORTGAGE & INVESTMENT CO.,INC., as Beneficiary, named in said Deed of Trust, have bargained and sold and by these presents do bargain, sell, convey, remise, release and quitclaim unto the said WALLACE E. JOHNSON ENTERPRISES, INC., the following described property located in DeSoto County, Mississippi, to-wit:

Lot 732, Greenbrook Subdivision, Section D, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 9, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi.

To have and to hold the aforedescribed real property unto the said WALLACE E. JOHNSON ENTERPRISES, 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.

WITNESS our signatures this the 19th day of March, 1976.

SERVICE MORTGAGE & INVESTMENT CO.,INC.

BY: Roland Maddox
Exec.Vice Pres.

ATTEST:

BY: W. M. Hussey
Asst.Sec.-Treas.

STATE OF TENNESSEE

COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Roland Maddox and W. M. Hussey who acknowledged that as Exec.V. President and Asst. Secretary-Treasurer respectively, for and on behalf of and by authority of SERVICE MORTGAGE & INVESTMENT CO.,INC., they signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office this the 19th. day of March, 1976.

Myrtle Thomson
Notary Public

My Commission expires:
My Commission Expires March 10, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 2 day of April 1976, and that the same has
been recorded in Book 198 Page 114 records of REAL ESTATE Trust Deed
of said County.
Witness my hand this the 2 day of April 1976.

2.50

W. G. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK 261 PAGE 314
THIS 21 DAY OF July 1980
H. G. Ferguson
CHANCERY CLERK

DEED OF TRUST

THIS DEED OF TRUST is made this 23rd day of March 19 76, among the Grantor, TERRY L. WILLIAMS and wife, DALE J. WILLIAMS, (herein "Borrower"), Tom B. Scott, Jr, (herein "Trustee"), and the Beneficiary, UNIFIRST FEDERAL SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America whose address is P. O. Box 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 732, Section D, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 9, Pages 42 and 43, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

which has the address of 2643 Pinestone, [Street] Southaven [City]
Mississippi 38671 [State and Zip Code] (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 23, 1976, (herein "Note"), in the principal sum of, Twenty-Five 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 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 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 DeSoto **.....County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.**

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

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

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower

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hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

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

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

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

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

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

Terry L. Williams —Borrower

Dale J. Williams —Borrower

STATE OF MISSISSIPPI, DESOTO County ss:

On this 23rd day of March, 19 76, personally appeared before me, the undersigned authority in and for said County and State, the within named Terry L. Williams and Dale J. Williams who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office.

My commission expires:

1-8-80

Deborah B. Ansboro
Notary Public

NOTARY PUBLIC

W. F. H. & F., 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 10 o'clock 30 minutes A. M. 2 day of April 1976, and that the same has been recorded in Book 198 Page 115 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 2 day of April 1976.
Fees $ 5.00 pd.
SEAL H. H. Ferguson CLERK

day of 19
Clerk

PD. 5.00

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CANCELLED BY AUTHORITY RECORDED IN BOOK 279 PAGE 504
THIS 24 DAY OF Dec 1981
W. D. Ferguson
CHANCERY CLERK

DEED OF TRUST

THIS DEED OF TRUST is made this 30th day of March, 19 76, among the Grantor, LUTHER D. FARLEY and wife, PATTY J. FARLEY (herein "Borrower"), STUART ROBINSON (herein "Trustee"), and the Beneficiary, BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the State of Mississippi, whose address is P. O. Box 918, Jackson, Mississippi 39205 (herein "Lender").

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

Lot 40, Section B, Pleasant Hill Estates East Subdivision in Section 7, Township 2, Range 6 West, DeSoto County, Mississippi as shown by plat appearing of record in Plat Book 12, Pages 26-31 in the office of the Chancery Clerk of DeSoto County, Mississippi.

which has the address of 1260 Spring Creek Drive (Street) Olive Branch (City),
Mississippi 38671 (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 30, 1976 (herein "Note"), in the principal sum of Forty-Two Thousand and No/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 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 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 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 intetest. 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 ------DeSoto-------County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

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

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

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower

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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.

Luther D. Farley —Borrower

Patty J. Farley —Borrower

STATE OF MISSISSIPPI, ----------DeSoto----------County ss:

On this ---------30th----day of-----March-------- 1976 , personally appeared before me, the undersigned authority in and for said County and State, the within named Luther D. Farley and wife, Patty J. Farley----------, 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:

Deborah B. Ambro
Notary Public

My Commission Expires January 3, 1981

NOTARY PUBLIC

RETURN TO:
W., F., R. & B., 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
o'clock and

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 2 day of April 1976, and that the same has
been recorded in Book 198 Page 119 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 2 day of April 1976.
Fees$ 5.00 pd.
SEAL H. H. Ingram CLERK

PD 5.00

CANCELLED BY AUTHORITY RECORDED IN BOOK
200 PAGE 13
THIS 17 DAY OF May 1976
H. D. Ferguson
CHANCERY CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

ALMAC CONSTRUCTION COMPANY, INC.

of the first part, hereinafter designated as the Grantor,

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

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

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Twenty-six Thousand, Eight Hundred and No/100----------DOLLARS ($ 26,800.00) 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 the date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Due and repayable on or before the 19th day of September, 1976.

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

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

County of DeSoto

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

Lot 25, Section B, Holiday Hills Subdivision being situated in Section 34, Township 1, Range 6 West, DeSoto County, Mississippi as per plat of said subdivision recorded in Plat Book 11, pages 11 and 12, Chancery Clerk's office, DeSoto County, Mississippi.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 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 19th day of March 1976

ALMAC CONSTRUCTION COMPANY, INC.

by: B. G. Allen

B. G. Allen, President

R. E. McIvor

R. E. McIvor, Secretary

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 B. G. Allen & R. E. McIvor

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: My Commission Expires Feb. 3, 1979

Betty L McDowell

Notary Public

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STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid,

B. G. Allen and R. E. McIvor, President and Secretary

respectively of the above named ALMAC CONSTRUCTION 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 thereunto first duly authorized so to do.

Given under my hand and official seal of office, this the 24 day of March 1976

Bethine C. Remington
Notary Public

My Commission Expires: 7-24-79

TRUST

Trustee

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M.

Clerk

Chancery Court

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day of

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Clerk

D. C.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 2 day of April 1976, and that the same has
been recorded in Book 199 Page 123 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 2 day of April 1976.

Fees$ 5.00 pd. SEAL H. H. Ferguson CLERK

PARTIAL RELEASE

FOR VALUE RECEIVED, the undersigned beneficiary of that certain deed of trust made and executed by G. R. Brent and James C. Rainer, III, to B. G. Perry, Trustee for J. W. Norvell and Mrs. Eugenia N. Hudson, dated December 28, 1967, recorded in Trust Deed Book 99, page 81, of Land Trust Deed Records, DeSoto County, Mississippi, do hereby release from the lien of said instrument, the land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

> Lots 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 51, 52, 53 and 54, Section A, Holiday Industrial Park, situated in Sections 13 and 24, Township 1 South, Range 6 West, as per plat recorded in Plat Book 10, pages 10-13, Chancery Clerk's Office, DeSoto County, Mississippi.

This is a partial release releasing only the above described lands. In all other respects, said lien remains in full force and effect. The Eugenia N. Hudson, one of the beneficiaries of said deed of trust, is now deceased, and this partial release is executed by First National Bank as Trustee for her estate, and evidence of this by her will being of record in the Chancery Clerk's Office, DeSoto County, Mississippi. The undersigned beneficiaries of said deed of trust individually and by and through their representatives authorize the Chancery Clerk of DeSoto County, Mississippi, to make the appropriate marginal notation on the face of the lien instrument.

WITNESS OUR SIGNATURES this the 25th day of March, 1976.

J. W. Norvell, Individually

EUGENIA N. HUDSON

By: _____
First National Bank, Trustee

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said county and state, the within named J. W. Norvell, individually, who acknowledged that he signed and delivered the above and foregoing Partial Release on the day and year therein mentioned as his free and voluntary act.

GIVEN UNDER MY HAND and official seal this the 25th day of March, 1976.

Notary Public

My Commission Expires:
5-4-77

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 William C. Nelson, Trustee for Eugenia N. Hudson Estate, who acknowledged that he signed and delivered the above and foregoing Partial Release on the day and year therein mentioned as his free and voluntary act and for the purposes therein expressed.

GIVEN UNDER MY HAND and official seal this the 26 day of March, 1976.

Virginia C. Skeen
Notary Public

My Commission Expires:
MY COMMISSION EXPIRES MAR. 5, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 2nd day of April 1976, and that the same has been recorded in Book 198 Page 127 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 2 day of April 1976.

Fees$ 3.00 pd. SEAL H. H. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
348 PAGE 556
THIS 2 DAY OF Oct 19 85
A. D. Ferguson
CHANCERY CLERK D.S.

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

INTERSTATE LAND INVESTORS, A PARTNERSHIP

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 Hundred Eighty Thousand and No/100 ---------- DOLLARS

($ 180,000.00) evidenced by (1)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 120 monthly installments of principal and interest in the amount of $2,378.74 each the first of said monthly installments being due and payable on or Before May 15, 1976 and one of said monthly installments due and payable on or before the same day of each consecutive month thereafter, until all of said indebtedness shall be paid in full, with interest from date at the rate of 10% per annum.

This trust deed is in renewal and extension of a prior trust deed in favor of The Hernando Bank dated April 1, 1974 and recorded in Real Estate Trust Deed Records of DeSoto County on April 5, 1974 in Book No. 173, Page 361.

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:
PARCEL I: 7.27 acres, more or less, situated in the Northeast Quarter of Section Eighteen (18), Township Three (3), Range Seven (7) West, and more particularly described as follows: BEGINNING at a point in the west right-of-way of McCracken Road (sometimes called McIngvale Road) that is 1252.8 feet South of the North line of said Section 18; thence South 5° 37 minutes East alongsaid right-of-way 232 feet to an iron pin at the Northeast corner of the Long lot; thence South 84° 23 minutes West along the North line of said Long lot 270 feet to an iron pin; thence South 5° 37 minutes East along the West line of said Long lot 22.3 feet to an iron pin; thence South 84° 34 minutes West 707.6 feet to an iron pin; thence North 6° 44 minutes West 334 feet to a point in the South line of the H. F. Robison lands; thence North 84 ° 34 minutes East along the South line of the Robison lands 740.05 feet to a point; thence South 5° 37 minutes East 80 feet to a point; thence North 84 ° 34 minutes East 271.2 feet to the point of beginning.

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PARCEL II: 44.47 acres in the northeast quarter of Section 18, Township 3, Range 7 West described as beginning at a point that is 40 feet south and 40 feet west of the northeast corner of Section 18, Township 3, Range 7, West; thence south 5° 5 minutes east along the west right-of-way of McIngvale Road 1,132.8feet to an iron pin in the northeast corner of the Douglas tract; thence south 84 degrees 56 minutes west along the north line of said Douglas tract 1,516.0 feet to a concrate right-of-way marker in the east right-of-way of Highway I-55; thence north 22° 49 minutes west along the said right-of-way 1,206.5 feet to a point that is 40 feet south of the north line of said Section; thence north 85° 27 minutes east and parallel to said Section line 1,883.5 feet to the point of beginning and containing 44.47 acres, more or less, as shown by the survey of J. E. Lauderdale C.E., dated January 16, 1971.

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

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

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

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

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness socured 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 19

GROVER F. WALKER, JR., Individually and as a Partner d/b/a Interstate Land Investors, a general partnership

REUEL J. BARKER, Individually and as a Partner d/b/a Interstate Land Investors, a general partnership

RAYMOND B. CAHOON, Individually and as a Partner d/b/a Interstate Land Investors, a general partnership

C.E. WORRELL, Individually and as a Partner, d/b/a Interstate Land Investors, a general partnership

RALPH D. GOLDEN, Individually and as a Partner d/b/a Interstate Land Investors, a general partnership

F. E. WILHITE, Individually and as a Partner d/b/a Interstate Land Investors, a general partnership

B. J. CARNEY, Individually and as a partner d/b/a Interstate Land Investors a general partnership

HAROLD T. HOGUE, Individually and as a Partner d/b/a Interstate Land Investors a general partnership

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LARRY T. BARKER, Individually and as a Partner d/b/a Interstate Land Investors, a general partnership

DAVID W. CANNON, Individually and as a Partner d/b/a Interstate Land Investors, a general Partnership

PAUL T. HUMPHREY, Individually and as a Partner d/ba Interstate Land Investors, a general partnership

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

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

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 31st day of MARCH 1976

My Commission Expires: My Commission Expires April 9, 1978

Oscar M. Dillee
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 2 day of April 1976, and that the same has been recorded in Book 198 Page 129 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 2 day of April 1976.

Fees $ 5.00 pd.

SEAL H. R. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 203 PAGE 435
THIS 27 DAY OF August 19 76
B. B. Trevillion
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

P-Y, INC., A TENNESSEE CORPORATION

of the first part, hereinafter designated as the Grantor,

C. B. Henley Trustee, of the second part, hereinafter designated as Trustee, and

BAILEY MORTGAGE COMPANY,

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

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

FIFTY-NINE THOUSAND ONE HUNDRED AND NO/100----------DOLLARS

($ 59,100.00) evidenced by 3 promissory note s of even date herewith in favor of the beneficiary, bearing interest at the rate of 6-3/4 per centum per annum after , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

ON OR BEFORE OCTOBER 1, 1976, Payable to Bailey Mortgage Company, on order, in the principal sum of FIFTY NINE THOUSAND ONE HUNDRED AND NO/100 DOLLARS bearing interest at the rate of SIX and THREE-FOURTHS (6-3/4%) percent per annum, with said interest as accrued, paid monthly until all principal is fully paid. It is agreed that interest payable monthly shall be adjusted and paid from time to time to equal a rate of interest calculated on the basis of 2% above Deposit Guaranty National Bank of Jackson, Mississippi's prime rate as it may fluctuate.

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

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

State of Mississippi, and more particularly described as follows, to-wit:
The following three (3) lots in Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33, to wit: BEING lots numbered 668, 669 and 670.

Grantor will be entitled to obtain Partial Releases, releasing any of the above described lots from the lien of this Deed of Trust upon the payment of $19,700.00 per lot, on the Principal Balance of the indebtedness secured hereby.

Copyright Mississippi Bankers Association

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 30th day of March 19 76

P-Y, INC.,

BY: Robert C. Perkins

Robert C. Perkins, President

BY: Edward S. Yoste

Edward S. Yoste, Secretary- Treasurer

STATE OF MISSISSIPPI.
COUNTY OF

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

who severally acknowledged that

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

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

My Commission Expires: .....

.....
Notary Public

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STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid,

Robert C. Perkins, President and Edward S. Yoste, Secretary-Treasurer

respectively of the above named P-Y, INC.

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

Given under my hand and official seal of office, this the 30th day of March 19 76

Lee V. Hamberlin
Lee V. Hamberlin Notary Public

My Commission Expires: 6/5/79

STC-32765

THIS INSTRUMENT PREPARED BY:
Lee V. Hamberlin, Attorney
5865 Ridgeway Parkway #104
Memphis, Tennessee 38138

Security Title Co

ED OF TRUST

from

to

Trustee

, 19 76

o'clock A M.

, Clerk

Chancery Court

Deed of Trust was filed for

o'clock A M., on

, 19 76

day of

, on page

In my office

d seal of office, this

, 19

Clerk

D. C.

N BROTHERS

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 2 day of April 1976, and that the same has
been recorded in Book 198 Page 133 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 2 day of April 1976.

Fees $ 5.00 pd. SEAL H. H. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
206 PAGE 747
THIS 17 DAY OF Dec 19 76

DEED OF TRUST

THIS DEED OF TRUST made and entered into this 30th day of March 19 76 by and between James W. White, Jr. and wife, Effie Lucille White hereinafter called the Grantor(s) Dale Mock hereinafter called the Trustee, Homemakers Finance Service, Inc., a New York Corporation, and having its business office and post office address at 1389 Stateline Rd., P. O. Box 213, Southaven, Miss. 38671 Mississippi, hereinafter called the Beneficiary,

WHEREAS the Grantors are justly indebted to the Beneficiary in the full sum of FourteenThousandNinehundred Seventy Six&00/100 DOLLARS ($14,976.00 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 72 monthly installments of $ 208.00 each commencing on the 5th day of May 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 10, Mellwood Subdivision, Section 20, Township 1, Range 7, as shown on recorded plat of said subdivision in plat Book 6, page 40 in the office of the Chancery Clerk of DeSoto County, Mississippi.

North Miss. Savings & Loan is responsible for taxes.

The undersigned covenant(s) that the undersigned has/have exclusive and unconditional title to and possession of the above described property; that there are no liens, claims or encumbrances against same, or any part thereof, other than as above set forth.

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 1.5% of the principal amount of the note(s) hereby secured and remaining due and unpaid and which amount shall be in addition to the attorney's fees for collection provided in said note(s); next, the amount remaining owing under the aforesaid notes shall be paid to the beneficiary herein; and lastly, any balance remaining shall be paid to the undersigned. Any such sale may be held on any secular day.

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

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

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

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

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

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

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

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

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

Witness Nale Mock

Witness Gibbie Sullivan

James W. White

Effie Lucille White

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 James W. White, Jr. and wife, Effie Lucille White who acknowledge that they signed and delivered the above and foregoing instrument on the day and year therein named as their free and voluntary act and deed.

Given under my hand and official seal, this the 30th March day of A.D. 19 76

Nancy R Kellum

My commission expires:

4-3-77

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 2 day of April 1976, and that the same has been recorded in Book 198 Page 131 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 2 day of April 1976.

3.50

Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK
240 PAGE 41
THIS 23 DAY OF March 19 79
H. D. Ferguson
CHANCERY CLERK

137-A

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

JACK V. VERKLER and wife, JANE U. VERKLER, Party

of the first part, hereinafter designated as the Grantor,

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

RAILWAY MAIL SERVICE CREDIT UNION, a Tenn. Corporation,

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 FIVE THOUSAND FOUR HUNDRED and NO/100 ----------DOLLARS ($ 5,400.00) 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:

The sum of $5,400.00, with accrued interest thereon, due and payable in 60 equal installments of $115.02 each, due and payable monthly beginning May 1, 1976, and due the same day of each month thereafter until all principal and interest 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 245, 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.

Copyright Mississippi Bankers Association

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 31st day of March, 19 76.

Jack V. Verkler

Jack V. Verkler

Jane U. Verkler

Jane U. Verkler

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 Jack V. Verkler and Jane U. Verkler, who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 31st day of March, 19 76.

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 10 o'clock 30 minutes A. M. 2 day of April 1976, and that the same has been recorded in Book 198 Page 137-A records of REAL ESTATE Trust Deed of said County.

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

H. G. Ferguson

140

Lot 1227, Greenbrook

STATE OF MISSISSIPPI
COUNTY OF DESOTO

ORDER TO CANCEL DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS: That Bankers Trust Savings & Loan Assoc. the beneficiary, does hereby certify that a certain trust deed bearing date of the 12th day of May, 1975, made and executed by Reeves-Williams, Inc. to Stuart Robinson, 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 23, of the Records of Trust Deeds, on the 21st day of May, 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:

B.J. Renfrow

B.J. RENFROW, ASST. VICE PRESIDENT

By: W.S. Weems

W.S. WEEMS, SENIOR VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named B.J. Renfrow and W.S. Weems, who acknowledged that as Assistant Vice President and Senior Vice President, respectively, for and on behalf of and by authority of Bankers Trust Savings and Loan Association, 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 29th day of March, 1976.

My Commission expires:

My Commission Expires January 15, 1980

Sandy McBrayer
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M., 2 day of April, 1976, and that the same has been recorded in Book 198 Page 140 records of REAL ESTATE Trust Deed of said County.

Witness my hand this the 5 day of April, 1976.

Fees $ 2.50 pd.

SEAL H. H. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 246 PAGE 608.
THIS 1 DAY OF Aug. 19 79
H. G. Ferguson
CHANCERY CLERK

Assignment of Successor Trustee of this instrument is recorded in Real Estate T/D Book No. 244 Page 416 141
This 19 day of June 19 79
H. G. Ferguson Clerk

FORM NO. 1561 REV. 1/75

Loan No. 224932-4-1

PRINTED MATTER—1457 WORDS

DEED OF TRUST

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

WHEREAS, Joe E. Looney,

IS/ARE INDEBTED TO THE FEDERAL LAND BANK OF NEW ORLEANS, HEREINAFTER CALLED BENEFICIARY, IN THE SUM OF One Hundred Thirty Thousand and No/100 - - -

GRANTOR FURTHER COVENANTS AND AGREES:

1. TO ASSESS SAID PROPERTY FOR TAXATION AND TO PAY WHEN DUE ALL TAXES, LIENS, JUDGMENTS OR ASSESSMENTS ASSESSED AGAINST SAID PROPERTY AND TO PROMPTLY FURNISH BENEFICIARY WITH TAX RECEIPTS EVIDENCING PAYMENT OF ALL TAXES.

2. TO INSURE AND KEEP INSURED BUILDINGS AND OTHER IMPROVEMENTS NOW OR, OR WHICH MAY HEREAFTER BE PLACED ON, SAID PREMISES, AGAINST LOSS OR DAMAGE BY FIRE, WINDSTORM AND/OR EXTENDED COVERAGE AS REQUIRED BY BENEFICIARY, ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH, AND LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR, AT THE OPTION OF GRANTOR, AND SUBJECT TO GENERAL REGULATIONS OF THE FARM CREDIT ADMINISTRATION, SUMS SO RECEIVED BY BENEFICIARY MAY BE USED TO PAY FOR RECONSTRUCTION OF THE DESTROYED IMPROVEMENT(S), OR, IF NOT SO APPLIED MAY, AT THE OPTION OF THE BENEFICIARY, BE APPLIED IN PAYMENT OF ANY INDEBTEDNESS, MATURED OR UNMATURED, SECURED BY THIS DEED OF TRUST.

3. TO PROPERLY CARE FOR AND CULTIVATE SAID PROPERTY IN A FARMERLIKE MANNER, AND NOT TO COMMIT WASTE, CUT, REMOVE, OR DAMAGE TIMBER OR IMPROVEMENTS, OR ALLOW WASTE TO BE COMMITTED OR TIMBER OR IMPROVEMENTS TO BE CUT, REMOVED, OR DAMAGED. IN THE EVENT THIS COVENANT IS BREACHED, GRANTOR AGREES TO PAY ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY BENEFICIARY IN INVESTIGATING SUCH VIOLATION AND IN PROTECTING AND PRESERVING THIS SECURITY.

4. THAT THIS DEED OF TRUST IS A VALID FIRST LIEN AGAINST ALL THE LAND AND IMPROVEMENTS OFFERED AND APPRAISED AS SECURITY FOR THIS LOAN. IF THE VALIDITY OF THIS DEED OF TRUST OR IF GRANTOR'S TITLE TO ANY OF SAID LAND OR IMPROVEMENTS IS QUESTIONED IN ANY MANNER OR IF ANY PART OF SUCH LAND OR IMPROVEMENTS IS NOT PROPERLY DESCRIBED HEREIN, BENEFICIARY MAY, IN ITS DISCRETION, INVESTIGATE AND TAKE SUCH ACTION AS IT CONSIDERS NECESSARY OR DESIRABLE FOR THE PROTECTION OF ITS INTERESTS AND FOR THIS PURPOSE MAY EMPLOY LEGAL COUNSEL OR EXPERT ASSISTANCE AND GRANTOR WILL PROMPTLY PAY ALL EXPENSES SO INCURRED BY BENEFICIARY.

5. THAT IF GRANTOR DEFAULTS IN ANY OF THE PROVISIONS OF PARAGRAPHS 1, 2, 3, 4, OR 14 HEREOF, THEN BENEFICIARY MAY PAY SUCH TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS, OBTAIN AND PAY FOR SUCH INSURANCE, OR ADVANCE SUCH ATTORNEY'S FEES, EXPENSES AND COSTS, AND GRANTOR AGREES TO IMMEDIATELY PAY BENEFICIARY ALL AMOUNTS SO ADVANCED, AND THAT ALL AMOUNTS SO ADVANCED SHALL BE SECURED HEREBY.

6. THAT ALL REPRESENTATIONS AND STATEMENTS MADE IN THE APPLICATION FOR THIS LOAN ARE TRUE AND CORRECT, THAT THE PROCEEDS OF THIS LOAN WILL BE USED SOLELY FOR THE PURPOSES SPECIFIED IN SAID APPLICATION, AND THAT GRANTOR WILL COMPLY WITH ALL REQUIREMENTS AND CONDITIONS IMPOSED BY BENEFICIARY IN MAKING THIS LOAN.

7. THAT GRANTOR WILL NOT SELL, MORTGAGE, OR OTHERWISE ALIENATE THE PROPERTY HEREIN DESCRIBED WITHOUT THE WRITTEN CONSENT OF BENEFICIARY.

8. THAT ALL DEFAULTED PAYMENTS AND ALL SUMS ADVANCED BY MORTGAGEE, AS PROVIDED FOR HEREIN, SHALL, FROM THE DATE DUE, BEAR INTEREST AT THE RATE OF TEN (10%) PER CENT.

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

10. THIS INSTRUMENT AND THE NOTE SECURED HEREBY ARE SUBJECT TO THE FARM CREDIT ACT OF 1971 AND ALL ACTS AMENDATORY THEREOF OR SUPPLEMENTARY THERETO, AND THE LAWS OF THE STATE OF MISSISSIPPI NOT INCONSISTENT THEREWITH.

11. THAT THE FAILURE OF BENEFICIARY TO EXERCISE ANY OPTION OR MAKE ANY DECISION OR ELECTION UNDER ANY TERM OR COVENANT HEREIN EXPRESSED, SHALL NOT BE DEEMED A WAIVER OF THE RIGHT TO EXERCISE SUCH OPTION OR TO MAKE SUCH DECISION OR ELECTION AT ANY TIME.

12. THAT EACH COVENANT AND AGREEMENT HEREIN CONTAINED SHALL INURE TO THE BENEFIT OF AND BIND THE SUCCESSORS AND ASSIGNS OF BENEFICIARY AND GRANTOR.

13. THAT THE FOLLOWING ARE AUTHORIZED TO SELECT AND SUBSTITUTE ANOTHER TRUSTEE IN THE PLACE OF THE ABOVE NAMED TRUSTEE OR ANY SUCCESSOR AT ANY TIME ANY OF THEM MAY SO DESIRE, NAMELY, (1) THE BENEFICIARY HEREIN ACTING THROUGH ITS PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY, (2) ANY PERSON HOLDING THE OFFICE OF PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY OF SAID BENEFICIARY, OR (3) ANY FUTURE HOLDER OF THE INDEBTEDNESS SECURED HEREBY. IT SHALL NOT BE NECESSARY TO OBTAIN THE CONSENT OR RESIGNATION OF THE ORIGINAL TRUSTEE, OR ANY SUCCESSOR BEFORE APPOINTING ANOTHER TRUSTEE IN HIS PLACE AND ANY SUCH APPOINTEE, WHO MAY BE AN AGENT, EMPLOYEE OR OFFICER OF BENEFICIARY, SHALL HAVE FULL AND SOLE POWER AS TRUSTEE HEREIN.

14. GRANTOR FURTHER COVENANTS AND AGREES TO OBTAIN AND CARRY CREDIT LIFE INSURANCE ON THE LIFE OF GRANTOR AND/OR TO ASSIGN THE BENEFITS (BOTH CASH VALUE AND/OR DEATH BENEFITS) OF ANY EXISTING INSURANCE ON THE LIFE OF GRANTOR, WHEN REQUIRED BY BENEFICIARY, ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH AND ANY LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR.

NOW, IF GRANTOR SHALL PAY SAID INDEBTEDNESS AND KEEP AND PERFORM ALL OF THE COVENANTS AND AGREEMENTS OF THIS DEED OF TRUST, IT SHALL BECOME NULL AND VOID.

IF GRANTOR FAILS TO PAY WHEN DUE ANY SUMS SECURED HEREBY OR SHOULD GRANTOR (OR ANY ONE OF THEM) FAIL TO ABIDE BY OR PERFORM ANY OF THE AGREEMENTS CONTAINED HEREIN, BECOME INSOLVENT, BE ADJUDICATED A BANKRUPT, OR MADE DEFENDANT IN A BANKRUPTCY OR RECEIVERSHIP PROCEEDING, THEN, IN ANY SUCH EVENT, BENEFICIARY MAY, AT ITS OPTION, DECLARE ALL INDEBTEDNESS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE, AND THE TRUSTEE, AT THE REQUEST OF THE BENEFICIARY, SHALL SELL SAID PROPERTY (EITHER AS A WHOLE OR IN PARCELS, AT HIS ELECTION, THE PROVISIONS OF SECTION 89-1-51, MISSISSIPPI CODE OF 1972, AND SECTION 17, MISSISSIPPI CONSTITUTION OF 1890 WITH RESPECT TO OFFERING AND SELLING REAL ESTATE IN PARCELS RATHER THAN AS A WHOLE, BEING HEREBY EXPRESSLY WAIVED) TO SATISFY THE INDEBTEDNESS HEREBY SECURED AFTER GIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE BY PUBLICATION IN SOME NEWSPAPER PUBLISHED IN THE COUNTY IN WHICH SAID LAND IS SITUATED, OR IF NO NEWSPAPER IS THEN PUBLISHED IN SAID COUNTY IN A NEWSPAPER HAVING GENERAL CIRCULATION THEREIN, FOR THREE CONSECUTIVE WEEKS PRECEDING THE DATE OF SALE, AND BY POSTING ONE NOTICE AT THE COURTHOUSE OF SAID COUNTY FOR SAID TIME.

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

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

WITNESS THE SIGNATURE OF GRANTOR, THIS 2nd DAY OF April, 19 76

Joe E. Looney
Joe E. Looney

STATE OF MISSISSIPPI,

COUNTY OF DeSoto }

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

Joe E. Looney,

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 2nd DAY OF April, 19 76.

(SEAL)

Sarah P. Bethune
Notary Public
(OFFICIAL CAPACITY)

MY COMMISSION EXPIRES 3-24-79

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)

_____
(OFFICIAL CAPACITY)

MY COMMISSION EXPIRES _____

CERTIFICATE OF CLERK

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 25 minutes P. M. 2 day of April 1976, and that the same has been recorded in Book 118 Page 141 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 5 day of April 1976.

Fees $ 5.00 pd.

SEAL H. P. Ferguson CLERK

5.00 PD

RELEASE

WHEREAS, James C. Bennett and wife Wilma W. Bennett, executed a deed of trust to Roy E. Bennett and wife Peggy B. Bennett on certain real estate situated in DeSoto County, Mississippi, which property is fully described in said deed of trust and which deed of trust is recorded in the office of the Chancery Court of DeSoto County, Mississippi in Trust Deed Book 117, page 568, records of realestate Trust Deeds for said County; and

WHEREAS, the undersigned are the owners and holders of the indebtedness and obligations secured by said deed of trust, and the same has been fully satisfied;

NOW, IN CONSIDERATION of the premises, the above described deed of trust is hereby fully cancelled and satisfied and the lien thereof hereby fully discharged.

IN WITNESS WHEREOF, we have hereunto set our hands this the 25 day of March, 1976.

Roy E. Bennett
Roy E. Bennett

Peggy B. Bennett
Peggy B. Bennett

STATE OF TENNESSEE
COUNTY OF LINCOLN

Personally appeared before me, T.F. Barker Jr., Notary Public in and for said State and County Roy E. Bennett and Peggy B. Bennett, the within named bargainors, with whom I am personally acquainted and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Fayetteville, Tennessee, this the 25th day of March, 1976.

T.F. Barker Jr.
Notary Public

My commission expires: 7-28-79

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. on the 5 day of April 1976, and that the same has been recorded in Book 128 page 144 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal of office this the 5 day of April 1976.

Fees$ 3.50 pd. SEAL H. H. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 240 PAGE 181
THIS 27 DAY OF March 1979
H. W. Ferguson
CHANCERY CLERK

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LICENSED LENDER
FINANCEAMERICA CORPORATION

LAND DEED OF TRUST

1711 Stateline Road — NO. AND STREET
Southaven, Mississippi 38671 — CITY

NO. 31202-5 — MONTHLY INSTALLMENT DUE DATE 08

MORTGAGORS—BORROWERS

Jerry W. Sump
5827 Greenview Pl.
Southaven Miss. 38671

SPOUSE

Penny L.

LOAN DATE 4-01-76

INTEREST ACCOUNT	SERVICE CHARGE	COMBINED DISC. & INS. CHG.	OFFICIAL FEES	TOTAL OF PMTS. (SUM OF LOAN)
$2247.73	$	$2247.73	$8.00	$6516.00

PRINCIPAL AMT. OF LOAN $4268.27

NOTE IS PAYABLE IN MONTHLY PAYMENTS. THE FIRST ONE FIRST PAYMENT DUE — FINAL PAYMENT DUE

$181.00 AND 35 $181.00 — 5-08-76 — 4-08-79

EACH EXCEPT FINAL PAYMENT SHALL BE UNPAID BALANCE

RATE — RESCISSION DATE 4-06-76

THIS DEED OF TRUST, made and entered into the day and year below written by and between the Borrowers named above of the first part, hereinafter designated as the GRANTORS; Robert Q. Whitwell, Trustee, of the second part, hereinafter designated as TRUSTEE; and the LICENSED LENDER named above, of the third part, hereinafter designated as the BENEFICIARY;

WITNESSETH: THAT WHEREAS the Grantors are justly indebted to the Beneficiary in the total note (Contract of Loan) amount shown above, evidenced by promissory note of even date herewith payable as above set forth, each and every term, condition and stipulation contained in said note is specifically made a part of this agreement;

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

THEREFORE, in consideration of One Dollar ($1.00), to the undersigned Grantors this day paid by the aforesaid Trustee, receipt whereof is hereby acknowledged, the Grantors do hereby convey and warrant unto the said Trustee the below described land and property situated in DeSoto County, Mississippi, to wit:

Lot 612, Section C (revised), Greenbrook Subdivision on Section 19, Township 1 south, Range 7 west as shown by the plat recorded in Plat Book 11, Page 13 & 14 in the Office of the Chancery Clerk of said County.

The property herein conveyed is encumbered by lien of a Deed of Trust recorded in Book 188 at Page 1 in the office of the Clerk of the Chancery Court, DeSoto County, Mississippi, making this Deed of Trust herein a recorded second lien on said property.

This deed of trust secures not only the aforementioned indebtedness but also such future and additional advances as may be made to the Grantors, or either of them, by the Beneficiary in a sum of not exceeding $10,000.00 before the cancellation of record of this instrument.

Grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on the premises insured against loss or damage by fire, storm, and other hazards in such reliable insurance company or companies as may be acceptable to beneficiary and in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to beneficiary, his successors or assigns, and Grantors as their interests may appear. In the event of loss, grantor shall immediately give notice by mail to beneficiary who make make proof of loss if the same is not promptly made by grantor.

Grantor will pay all taxes and assessments, general or special, which may be assessed against the land, premises, or property, or on the interest of trustee or beneficiary therein, or on 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 on either trustee or beneficiary, and further will furnish annually to beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

The failure on the part of 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 on trustee or beneficiary, or on the rendering by any Court of competent jurisdiction of a decision that the stipulation or provisions herein covering the payment of taxes or assessments is legally inoperative, shall give to beneficiary or to the owner or holder of the note 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 trustee, or his successor, in accordance with the provisions of this conveyance hereinafter set out. But in case such default consists in the failure to keep the property insured or to pay the taxes herein required, beneficiary, or the owner or holder of the note secured hereby, may procure the insurance and pay the taxes and assessments, or redeem the property from tax sale if it has been sold, and any and all sums paid in procuring such insurance or in paying the taxes or assessments or in redeeming the 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 beneficiary or the owner or holder of the note secured hereby elects to advance insurance premiums and/or taxes, the receipt of an agent of the insurance company or companies in which the insurace 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, be conclusive as between the parties to this conveyance of the amount and validity of the taxes or assessments and of the fact of the payment thereof.

690 Miss.

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The Beneficiary or any owner of the note, notes or indebtedness secured hereby, may at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the Trustee herein named. If the Beneficiary, or the owner or holder of the note, notes or indebtedness secured hereby, be a corporation, such appointment may be made by any one of its officers or agents.

THIS CONVEYANCE IS IN TRUST. Should Grantors pay said indebtedness and interest owing thereon at maturity, as well as any other indebtedness to said Beneficiary represented by other notes, open account, overdraft, obligations, or otherwise, this conveyance shall be void; otherwise at the request of said Beneficiary, or any holder of said indebtedness, said Trustee, or any successor appointed in his place, shall sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid, after having published notice of the time, place and terms of sale in some newspaper published in said County for three consecutive weeks preceding the date of said sale; and by posting one notice thereof at the Court House of said County for said time. Out of the proceeds, arising from said sale, the amount of said indebtedness then remaining unpaid shall first be paid, and any balance remaining, shall be then paid the Grantors, or to their proper representatives.

In witness whereof, the Grantors hereunto set their hands and seals this 1st day of April 1976
Signed in the presence of:

Linda H. Shivers

X Jerry W. Sump (SEAL)

X Penny L. Sump (SEAL)

X (SEAL)

STATE OF MISSISSIPPI,

DeSoto County.

Personally appeared before me, the undersigned Notary Public in and for said County, the within named Jerry W. Sump & Penny L. Sump

who acknowledged that they signed and delivered the foregoing instrument on the day and year herein mentioned.

Given under my hand and official seal of this 1st day of April 1976

My Commission Expires [illegible]

Rebecca F. McCarley

NOTARY PUBLIC

Return to: American Loan Corp.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 00 minutes P. M., on the 1st day of April 1976, and that the same has been recorded in Book 192 Page 145 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 15 day of April 1976.

Fees $ 3.00 pd.

SEAL H. H. Ferguson CLERK

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 201 Page 221
This the 17 day of June 19 76
H. G. Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK 308
pg 93 Real Estate 2/D
This 2 day of December 1983
H. G. Ferguson
CHANCERY CLERK

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VA Form 26-6322 (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 3rd day of April, 1976
by and between RAYMOND R. JOYNER and his wife, GLORIA D. JOYNER

, 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 682, Section B, South 1/2, in Section 33, Township 1 South, Range 8 West, DeSoto Village Subdivision, as shown on plat of record in Plat Book 8, Pages 16-21, 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 T/D Book
No. 217 Page 534
This the 25 day of Oct 19 77
H. G. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 217 Page 473
This the 25 day of Oct 19 77
H. G. 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 TWENTY-THREE THOUSAND NINE HUNDRED Dollars ($23,900.00), with interest from date at the rate of NINE per centum (9 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of the Loan Guaranty Officer, Veterans Administration Center, Jackson, Mississippi, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of ONE HUNDRED NINETY-TWO & 31/100 Dollars ($ 192.31), 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 , XX 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.

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

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

Title 38, United States Code and the Regulations issued thereunder shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended and supplemented to conform thereto.

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

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

Raymond R. Joyner
RAYMOND R. JOYNER

Gloria D. Joyner
GLORIA D. JOYNER

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me , the undersigned authority in and for said County, the within named RAYMOND R. JOYNER and GLORIA D. JOYNER , 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 April 1976

Benita D. Bennie Bailey
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
00 minutes A. M. 5 day of April 1976, and that the same has
been recorded in Book 198 Page 147 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 5 day of April 1976.

Fees $ 5.00 pd.

SEAL H. H. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
201 PAGE 121
THIS 15 DAY OF June 1976
H. D. Ferguson
CHANCERY CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

JOHN W. FORISTER and wife, LOUISE V. FORISTER, 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

THREE THOUSAND AND NO/100 ---------- DOLLARS

($ 3,000.00) 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 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 $3,000.00, plus accrued interest, due and payable on or before 150 days from date.

This Deed of Trust secures such other and further advances as may be made to complete the construction of a dwelling on subject property, whether such sums are advanced before or after default and whether such sums in the aggregate excede the principal amount of the Note.

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

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

County of DeSoto,

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

Lot 87, Woodland Lake Subdivision, in Section 19, Township 3, Range 9, as shown on plat thereof recorded in Book 15A, 15B, and 15C, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 29th day of March, 19 76.

John W. Forister
John W. Forister

Louise V. Forister
Louise V. Forister

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 W. Forister and Louise V. Forister 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 29th day of March, 19 76.

My Commission Expires: My Commission Expires January 8, 1980

Deborah B. Arabo
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., 5 day of April 1976, and that the same has
been recorded in Book 198 Page 151 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 5 day of April 1976.

Fees $5.20 pd.

SEAL W. G. Ferguson CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 409 PAGE 268 THIS 21 DAY OF Jan. 1981
D.B. Bridgforth
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

MILTON PARKS, JR. and wife, VIDA MAE PARKS, Party

of the first part, hereinafter designated as the Grantor,

D. B. Bridgforth, 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 Grantor is justly indebted to the beneficiary in the full sum of FIVE THOUSAND FIVE HUNDRED SIXTY-ONE and 40/100 ---------- DOLLARS ($ 5,561.40) 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:

The sum of $5,561.40, which includes principal and interest, due and payable in 60 equal monthly installments of $92.69 each, beginning May 1, 1976, and due the 1st day of each month thereafter until all 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

County of DeSoto

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

2.14 acres described as follows, to-wit:
Beginning at a point on the South line of the North Half of the Southeast Quarter of Section 32, Township 1, Range 7 West, that is 2310 feet West of the center line of Tchulahoma Road; thence West 330 feet to a point; thence North 282 feet to a point; thence East 330 feet to a point; thence South 282 feet to the point of beginning.

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 2nd day of April, 1976.

Milton Parks, Jr.

Milton Parks, Jr.

Vida Mae Parks

Vida Mae Parks

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 Milton Parks, Jr. and Vida Mae Parks, 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 April, 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 10 o'clock
A.M. 5 April 1976, and that the same has
been recorded in Book 198 Page 154 records of REAL ESTATE Trust Deed
of said county.
Witness my hand and seal this the 5 day of April 1976.

H. G. Ferguson

Fee $5.00 pd

Lot 171

Partial Release of this Instrument Recorded in
Real Estate TD Book
No. 257 Page 487
This 4 day of April 1980
H. G. Ferguson Clerk

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Lot 199
Partial Release of this Instrument Recorded in
Real Estate TD Book
No. 206 Page 394
This 3 day of Dec 19 26
H. G. Ferguson Clerk

This Indenture, made by and between LLOYD R. TAYLOR, INC., a Tennessee corporation,

party of the first part, Max B. Ostner, Jr. party of the second part, as Trustee, and

JAMES E. McGEHEE AND COMPANY, 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:

Lots 72, 73, 74, 75, 87, 88, 89, 90, 91, 161, 162, 163, 164, 171, 172, 173, 174, 180, 181, 182, 183, 199, 200, Section A, Revised, Churchwood Estates Subdivision in Section 2, Township 2, 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; and

Lots 170 and 184, Section A, Revised, Churchwood Estates Subdivision in Section 2 and 3, Township 2, 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.

This conveyance is made in trust, however, to secure the payment of $ 800,000.00 evidenced by the following promissory notes of even date herewith: one promissory note of even date herewith in the principal amount of $800,000.00, executed by party of the first part and made payable to the order of James E. McGehee and Company, Inc. Said note bearing interest at the rate set out and being made payable on demand. Said note given for value received. Upon receipt of $32,000.00 plus accrued interest to date any one of the above lots may be released from lien of trust deed.

*(SEE REVERSE)

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

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

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

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

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

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

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

Witness the signature of the party of the first part, on this the 31st day of March 19 76,

LLOYD R. TAYLOR, INC.

By: Lloyd R. Taylor, President

Partial Release of this Instrument Recorded in
T I D Book
No. 368 Page 359
This 20 day of June 19 82
H. G. Ferguson Clerk

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87 Sec. A Revised Churchwood Estates

Partial Release of this Instrument Recorded in
Real Estate T I D Book
No. 702 Page 34
This 25th day of April 1994
W. E. Davis Clerk
By: P. Stuckey DC

*It is expressly agreed that the laws and decisions of the State of Mississippi are expressly adopted 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 secured hereby 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.

STATE OF_____
COUNTY OF_____ } ss.

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named

_____

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_____day of_____, 19____

_____
Notary Public.

STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named LLOYD R. TAYLOR, who acknowledged that as President for and on behalf of and by authority of said corporation he signed the above and foregoing instrument and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office this the 31st day of March, 1976.

Notary Public

My Commission Expires: April 29, 1978.

Return To:
WILLIAM BARTHOLOMEW
Attorney At Law
3265 Whitebrook Plaza
Memphis, Tennessee 38118

Company
PHONE 323-4343
NESSEE - 38103
EED
Trustee
OF
Clerk
Recorder for the
hereby certify that the
filed for record in my
April
M, and has been
ed Record
ial seal, this
19
Clerk.
he only guaranteed
estate title issues.
Pd. 3.50

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
minutes A. M. 5 day of April 1976, and that the same has
been recorded in Book 198 Page 157 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 5 day of April 1976.

Fees$ 3.50 pd.

SEAL H. H. Ferguson CLERK

PARTIAL RELEASE

For value received UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, acting by and through its duly authorized officers, does hereby release from the lien of that certain deed of trust executed by Wortman & Mann, Inc. a Mississippi Corpoartion to UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, dated December 31, 1974 and recorded in the office of the Chancery Clerk of DeSoto County at Hernando, Mississippi, in Deed of Trust Book 182 at page 398 the following described land and property situated in DeSoto County, State of Mississippi, to-wit:

Lot Two Hundred Twenty Two (222) Eastover Subdivision, Section B, a Subdivision, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, at Hernando, Mississippi, in Plat Book 12 at Pages 36 through 38, reference to which is hereby made.

Lot Four Hundred Seventeen (417), Eastover Subdivision, Section C, a Subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, at Hernando, Mississippi, in Plat Book 12 at Pages 39 through 40, reference to which is hereby made.

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

Witness the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, by its duly authorized officers this the 29th day of March 19 76.

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
JACKSON, MISSISSIPPI

By G. R. Munton, Jr.

By Harold A. Hogue

STATE OF MISSISSIPPI
COUNTY OF Hinds

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

Given under my hand and official seal this the 30th day of March, 19 76.

My Commission expires:

Notary Public

AT 607

My Commission Expires March 4, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 5 day of April 1976, and that the same has been recorded in Book 198 Page 159 records of REAL ESTATE Trust Deed of said County.

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

Fees 2.50

W. G. Ferguson

160

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 29th day of September 19 70, made and executed by Ancel W. Carroll

and wife, Margaret E Carroll, to Bank of Mississippi

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

County, in the State of Mississippi in Land Trust Deed Record No 121 on page 416

of the Record of Trust Deeds, on the 3rd day of Nov. A. D. 19 70, is now fully paid

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

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

said County also as provided by law.

Bank of Mississippi, Olive Branch, Miss.

Peggy Mitchell

STATE OF MISSISSIPPI, DeSoto County. } ss.

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

in and for County and State aforesaid, Peggy Mitchell who acknowledged that he signed and

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

Given under my hand and seal of office this 25th day of March A. D. 19 76

My Commission Expires Feb. 3, 1979

Billy L. Hollowell

Olive Branch, Miss

LAWYERS-GUARDWOOD 57844

STATE OF MISSISSIPPI, DESOTO COUNTY

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

~~a~~ minutes A. M. 5 day of April 1976, and that the same has

been recorded in Book 198 Page 160 records of REAL ESTATE Trust Deed

of said County.

Witness my hand and seal this the 5 day of April 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 Mississippi

of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed bearing date the 23rd day of March 19 71, made and executed by Ancel E. Carroll and wife, Margaret E. Carroll of to Bank of Mississippi the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Land Trust Deed Record No. 126 on page 273 of the Record of Trust Deeds, on the 26th day of March A. D. 19 71, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

Bank of Mississippi, Olive Branch, Miss.

Peggy Mitchell

STATE OF MISSISSIPPI, DeSoto County. } ss.

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

Given under my hand and seal of office this 25th day of March A. D. 19 76

My Commission Expires Feb. 3, 1979

Billy L. Hellwell

Olive Branch, Miss.

LAWYERS-GREENWOOD 67544

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 00 minutes A. M. 5 day of April 1976, and that the same has been recorded in Book 198 Page 161 records of REAL ESTATE Trust Deed of said County.

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

Fees $ 2.50 pd.

SEAL H. H. Ferguson CLERK

162

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That CIT FINANCIAL SERVICES, INC. OF TEN N.

of 3779 Elvis Presley Memphis, Tenn. the beneficiary, does hereby certify that a certain trust deed

bearing date the 22 day of March 19 71 made and executed by J. Baxter Bevell

& Marie Bevell 6202 Colonial Hills Cove Southaven, Miss.

of to Ernest Williams III

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 172 on page 145

of the Record of Trust Deeds, on the 20 day of March A. D. 19 71, is now fully paid

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

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.

Tim Schuster, Mgr.

Jim Schuster, Mgr. for
CIT Fin Serv

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Robbie T. Russell

in and for County and State aforesaid Tim Schuster 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 2nd day of April A. D. 1976

Robbie T. Russell

Deputy Public, exp 3-3-79

STATE OF MISSISSIPPI, DESOTO COUNTY

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

and minutes A. M. 5 day of April 1976, and that the same has

been recorded in Book 198 Page 162 records of REAL ESTATE Trust Deed

of said County.

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

Fees $ 2.50 SEAL H. D. Ferguson CLERK

N. M. S. & L. LOAN NUMBER HE-432

DEED OF TRUST

This Deed of Trust, made this 31st day of MARCH, 1976, between JOHN D. MAY and wife, KATHY H. MAY,

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 TWENTY FIVE THOUSAND and No/100 - - - - - - - - - Dollars ($25,000.00), 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, 19 91, 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 ~~this~~ ~~of~~, DeSoto County, Mississippi, described as follows:

Lot No. 3 of Mound Subdivision, Section 26, Township 2 (South), Range 8 West, (DeSoto County, Mississippi,) recorded in Plat Book 6, Page 14 in the Office of the Chancery Clerk of said County.

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 thereif (all said property being herein referred to as "the premises").

CANCELLED BY AUTHORITY RECORDED IN BOOK 245 PAGE 335
THIS 6 DAY OF July 1979
H. M. Ferguson
CHANCERY CLERK

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 reinstate, 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 so 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 at 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.

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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.

John D. May
JOHN D. MAY

Kathy H. May
KATHY H. MAY

STATE OF MISSISSIPPI
COUNTY OF DESOTO }ss.:

This day personally appeared before me, the undersigned officer in and for the Jurisdiction aforesaid, the within-named JOHN D. MAY, and wife, KATHY H. MAY,

who acknowledged to me that they signed and delivered the foregoing instrument of writing on 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 2nd day of APRIL, 19 76

William H. Quarles
NOTARY PUBLIC

My commission expires My Commission Expires May 12, 1979

Deed of Trust

FROM

TO

TRUSTEE FOR

NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION

STATE OF MISSISSIPPI
COUNTY OF DeSoto } ss.:

I, A. Pinkston, Clerk of the Court of Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office on the 5 day of April, 19 76, at 9:45 o'clock A. M., and was recorded in Book 198 Page 163 of the land Mortgage Records of said County, on the day of , 19

Clerk of the Court of Chancery

By

Fee $5.00 pd

4-13-P

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 45 minutes A. M. 5 day of April 1976, and that the same has been recorded in Book 198 Page 163 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 5 day of April 1976.

Fees $5.00 pd.

SEAL H. H. Ferguson CLERK

Federal Land Bk Assoc of N. Ms FLCA
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN
Real Estate T/D BOOK.
NO. 1130 PAGE 741
THIS THE 20 DAY OF July, 1999.
W. E. Davis
By M. Cain, DC

Assignment of this Instrument Recorded in
Real estate T/D Book
No. 463 Page 178
This the 14th day of Feb. 1989
W. E. Davis Clerk
by D. Taylor D.C.

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FORM NO. 1581 REV. 1/75

PRINTED MATTER—1487 WORDS

DEED OF TRUST

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO

WHEREAS,

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

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

IN THE SUM OF

ONE HUNDRED THOUSAND AND NO/100 - - - - - - - - - - - - - - - - DOLLARS, AS EVIDENCED

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

THE 1st DAY OF April XXX 2006

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

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

HEREINAFTER CALLED GRANTOR, WHETHER ONE OR MORE, IN CONSIDERATION OF THE PREMISES AND FIVE ($5.00) DOLLARS PAID TO GRANTOR BY HARRY F. BEACHAM AS TRUSTEE, HEREINAFTER CALLED TRUSTEE, DOES HEREBY CONVEY AND WARRANT UNTO SAID TRUSTEE THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN DeSOTO COUNTY, MISSISSIPPI, TO-WIT:

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

BEGINNING at the Northeast Corner of the Southeast Quarter of the said Section 26; 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, according to attached Survey Plat of Boyd B. Greene, P. E., dated January 30, 1975, and Revised February 20, 1976.

ALSO: Grantor hereby conveyed unto Grantees a 50-foot perpetual right-of-way and easement over and across her adjoining property for the purposes of ingress and egress, as shown on attached Survey Plat of Mussacuna Plantation, Boyd B. Greene, P. E., dated January 3, 1975.

SUBJECT TO: Subdivision and Zoning rules and regulations of DeSoto County Planning Commission; Requirements of DeSoto County Health Department; Rights-of-Way and Easements for Public Roads and Public Utilities; and, Easements to Cane-Mussacuna Drainage District recorded in Right-of-Way Deed Book 80, Page 266 and Book 80, Page 268 in the Office of the Chancery Clerk of said county.

Signed for Identification:
Edward Lee Whitten, Sr.

CANCELLED BY AUTHORITY, RECORDED IN BOOK
1405 PAGE 570
THIS 5 DAY OF Nov 2001
W-E Davis
By M. Cain, DC
CHANCERY CLERK

GRANTOR FURTHER COVENANTS AND AGREES:

1. TO ASSESS SAID PROPERTY FOR TAXATION AND TO PAY WHEN DUE ALL TAXES, LIENS, JUDGMENTS OR ASSESSMENTS ASSESSED AGAINST SAID PROPERTY AND TO PROMPTLY FURNISH BENEFICIARY WITH TAX RECEIPTS EVIDENCING PAYMENT OF ALL TAXES.

2. TO INSURE AND KEEP INSURED BUILDINGS AND OTHER IMPROVEMENTS NOW OR, OR WHICH MAY HEREAFTER BE PLACED ON, SAID PREMISES, AGAINST LOSS OR DAMAGE BY FIRE, WINDSTORM AND/OR EXTENDED COVERAGE, AS REQUIRED BY BENEFICIARY, AND POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH, AND LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR, AT THE OPTION OF GRANTOR, AND SUBJECT TO GENERAL REGULATIONS OF THE FARM CREDIT ADMINISTRATION, SUMS SO RECEIVED BY BENEFICIARY MAY BE USED TO PAY FOR RECONSTRUCTION OF THE DESTROYED IMPROVEMENT(S), OR, IF NOT SO APPLIED MAY, AT THE OPTION OF THE BENEFICIARY, BE APPLIED IN PAYMENT OF ANY INDEBTEDNESS, MATURED OR UNMATURED, SECURED BY THIS DEED OF TRUST.

3. TO PROPERLY CARE FOR AND CULTIVATE SAID PROPERTY IN A FARMERLIKE MANNER, AND NOT TO COMMIT WASTE, CUT, REMOVE, OR DAMAGE TIMBER OR IMPROVEMENTS, OR ALLOW WASTE TO BE COMMITTED, OR TIMBER OR IMPROVEMENTS TO BE CUT, REMOVED, OR DAMAGED. IN THE EVENT THIS COVENANT IS BREACHED, GRANTOR AGREES TO PAY ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY BENEFICIARY IN INVESTIGATING SUCH VIOLATION AND IN PROTECTING AND PRESERVING THIS SECURITY.

4. THAT THIS DEED OF TRUST IS A VALID FIRST LIEN AGAINST ALL THE LAND AND IMPROVEMENTS OFFERED AND APPRAISED AS SECURITY FOR THIS LOAN. IF THE VALIDITY OF THIS DEED OF TRUST OR IF GRANTOR'S TITLE TO ANY OF SAID LAND OR IMPROVEMENTS IS QUESTIONED IN ANY MANNER OR IF ANY PART OF SUCH LAND OR IMPROVEMENTS IS NOT PROPERLY DESCRIBED HEREIN, BENEFICIARY MAY, IN ITS DISCRETION, INVESTIGATE AND TAKE SUCH ACTION AS IT CONSIDERS NECESSARY OR DESIRABLE FOR THE PROTECTION OF ITS INTERESTS AND FOR THIS PURPOSE MAY EMPLOY LEGAL COUNSEL OR EXPERT ASSISTANCE AND GRANTOR WILL PROMPTLY PAY ALL EXPENSES SO INCURRED BY BENEFICIARY.

5. THAT IF GRANTOR DEFAULTS IN ANY OF THE PROVISIONS OF PARAGRAPHS 1, 2, 3, 4, OR 14 HEREOF, THEN BENEFICIARY MAY PAY SUCH TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS, OBTAIN AND PAY FOR SUCH INSURANCE, OR ADVANCE SUCH ATTORNEY'S FEES, EXPENSES AND COSTS, AND GRANTOR AGREES TO IMMEDIATELY PAY BENEFICIARY ALL AMOUNTS SO ADVANCED, AND THAT ALL AMOUNTS SO ADVANCED SHALL BE SECURED HEREBY.

6. THAT ALL REPRESENTATIONS AND STATEMENTS MADE IN THE APPLICATION FOR THIS LOAN ARE TRUE AND CORRECT, THAT THE PROCEEDS OF THIS LOAN WILL BE USED SOLELY FOR THE PURPOSES SPECIFIED IN SAID APPLICATION, AND THAT GRANTOR WILL COMPLY WITH ALL REQUIREMENTS AND CONDITIONS IMPOSED BY BENEFICIARY IN MAKING THIS LOAN.

7. THAT GRANTOR WILL NOT SELL, MORTGAGE, OR OTHERWISE ALIENATE THE PROPERTY HEREIN DESCRIBED WITHOUT THE WRITTEN CONSENT OF BENEFICIARY.

8. THAT ALL DEFAULTED PAYMENTS AND ALL SUMS ADVANCED BY MORTGAGEE, AS PROVIDED FOR HEREIN, SHALL, FROM THE DATE DUE, BEAR INTEREST AT THE RATE OF TEN (10%) PER CENT.

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

10. THIS INSTRUMENT AND THE NOTE SECURED HEREBY ARE SUBJECT TO THE FARM CREDIT ACT OF 1971 AND ALL ACTS AMENDATORY THEREOF OR SUPPLEMENTARY THERETO, AND THE LAWS OF THE STATE OF MISSISSIPPI NOT INCONSISTENT THEREWITH.

11. THAT THE FAILURE OF BENEFICIARY TO EXERCISE ANY OPTION OR MAKE ANY DECISION OR ELECTION UNDER ANY TERM OR COVENANT, HEREIN EXPRESSED, SHALL NOT BE DEEMED A WAIVER OF THE RIGHT TO EXERCISE SUCH OPTION OR TO MAKE SUCH DECISION OR ELECTION AT ANY TIME.

12. THAT EACH COVENANT AND AGREEMENT HEREIN CONTAINED SHALL INURE TO THE BENEFIT OF AND BIND THE SUCCESSORS AND ASSIGNS OF BENEFICIARY AND GRANTOR.

13. THAT THE FOLLOWING ARE AUTHORIZED TO SELECT AND SUBSTITUTE ANOTHER TRUSTEE IN THE PLACE OF THE ABOVE NAMED TRUSTEE OR ANY SUCCESSOR AT ANY TIME ANY OF THEM MAY SO DESIRE, NAMELY, (1) THE BENEFICIARY HEREIN ACTING THROUGH ITS PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY, (2) ANY PERSON HOLDING THE OFFICE OF PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY OF SAID BENEFICIARY, OR (3) ANY FUTURE HOLDER OF THE INDEBTEDNESS SECURED HEREBY. IT SHALL NOT BE NECESSARY TO OBTAIN THE CONSENT OR RESIGNATION OF THE ORIGINAL TRUSTEE, OR ANY SUCCESSOR BEFORE APPOINTING ANOTHER TRUSTEE IN HIS PLACE AND ANY SUCH APPOINTEE, WHO MAY BE AN AGENT, EMPLOYEE OR OFFICER OF BENEFICIARY, SHALL HAVE FULL AND SOLE POWER AS TRUSTEE HEREIN.

14. GRANTOR FURTHER COVENANTS AND AGREES TO OBTAIN AND CARRY CREDIT LIFE INSURANCE ON THE LIFE OF GRANTOR AND/OR TO ASSIGN THE BENEFITS (BOTH CASH VALUE AND/OR DEATH BENEFITS) OF ANY EXISTING INSURANCE ON THE LIFE OF GRANTOR, WHEN REQUIRED BY BENEFICIARY, ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH AND ANY LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR.

NOW, IF GRANTOR SHALL PAY SAID INDEBTEDNESS AND KEEP AND PERFORM ALL OF THE COVENANTS AND AGREEMENTS OF THIS DEED OF TRUST, IT SHALL BECOME NULL AND VOID.

IF GRANTOR FAILS TO PAY WHEN DUE ANY SUMS SECURED HEREBY OR SHOULD GRANTOR (OR ANY ONE OF THEM) FAIL TO ABIDE BY OR PERFORM ANY OF THE AGREEMENTS CONTAINED HEREIN, BECOME INSOLVENT, BE ADJUDICATED A BANKRUPT, OR MADE DEFENDANT IN A BANKRUPTCY OR RECEIVERSHIP PROCEEDING, THEN, IN ANY SUCH EVENT, BENEFICIARY MAY, AT ITS OPTION, DECLARE ALL INDEBTEDNESS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE, AND THE TRUSTEE, AT THE REQUEST OF THE BENEFICIARY, SHALL SELL SAID PROPERTY (EITHER AS A WHOLE OR IN PARCELS, AT HIS ELECTION, THE PROVISIONS OF SECTION 89-1-51, MISSISSIPPI CODE OF 1972, AND SECTION 111, MISSISSIPPI CONSTITUTION OF 1890 WITH RESPECT TO OFFERING AND SELLING REAL ESTATE IN PARCELS RATHER THAN AS A WHOLE, BEING HEREBY EXPRESSLY WAIVED) TO SATISFY THE INDEBTEDNESS HEREBY SECURED AFTER GIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE BY PUBLICATION IN SOME NEWSPAPER PUBLISHED IN THE COUNTY IN WHICH SAID LAND IS SITUATED, OR IF NO NEWSPAPER IS THEN PUBLISHED IN SAID COUNTY IN A NEWSPAPER HAVING GENERAL CIRCULATION THEREIN, FOR THREE CONSECUTIVE WEEKS PRECEDING THE DATE OF SALE, AND BY POSTING ONE NOTICE AT THE COURTHOUSE OF SAID COUNTY FOR SAID TIME.

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

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

WITNESS THE SIGNATURE OF GRANTOR, THIS 2nd DAY OF April, 19 76

Edward Lee Whitten, Sr. &
Ann Yates Whitten

Edward Lee Whitten, Sr.

Ann Yates Whitten

STATE OF MISSISSIPPI,

COUNTY OF DeSOTO

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

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

each

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 2nd DAY OF April, 19 76

(SEAL)

MY COMMISSION EXPIRES [illegible]

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 5 o'clock 00 minutes P.M. 2 day of April 1976, and that the same has been recorded in Book 198 Page 167 records of REAL ESTATE Trust Deed of said County.

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

Fees$ 5.00 pd.

SEAL H. H. Ferguson CLERK

Deed Book 80, Page 266 and Book 80, Page 266 in the Office of the Chancery Clerk of said county.

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FOR REAL ESTATE, CHATTEL OR BOTH

Melvin Hurbert Grayson,
et ux

To { DEED OF TRUST

Edward C. Collins,
et ux

THIS INDENTURE, Made this 3rd day of April 19 76
between Melvin Hurbert Grayson and wife, Mary Katherine Grayson
of the first part,
and Edward C. Collins and wife, Carolyn L. Collins 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 May 1, 1976 and monthly thereafter on same date until 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 during the year 19 not to exceed~~
~~of 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 Mills E. Barbee Trustee, the part ies of the first part have this day granted,
bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~All of the agricultural~~
~~products of every kind that now be on hand, and all the crops of every kind to be grown by and~~
~~family, or any hands working with or under may cultivate, or cause to be cultivated, or fenced or fences such all during continuance of every kind and~~

Lot 426 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, being the same lot conveyed to Edward C. Collins, and wife, Carolyn L. Collins, by Mrs. Frances A. McElhaney recorded in Deed Book 92, pages 294-295 of the Deed Books of the Chancery Clerk's office 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 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 ~~XXXXXX~~ due date thereof ~~X~~ then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part ies of the second part their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature S the date written above.

Melvin Hurbert Grayson

Witness

Mary Katherine Grayson

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me, The undersigned authority of said County, the within named Melvin Hurbert Grayson and wife, Mary Katherine Grayson

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

Given under my hand and official seal, this 3rd day of April 19 76

My commission expires: (SEAL) Elois N. Barber XXX

My Commission Expires Jan. 7, 1978 By Notary Public XXX

STATE OF MISSISSIPPI, DeSOTO COUNTY.

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

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that this Instrument was filed for record at 8 o'clock 55 minutes A. M., on this the 5 day of April 1976, and that the same has been recorded in Book 198 Page 170 records of REAL ESTATE Trust Deed of said County.

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

Fees $2.50

H. D. Ferguson CLERK

Paid, Satisfied and Cancelled
This 17th day of Oct 1981
Edward L. Collins
Carolyn L. Collins

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

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of all of which is hereby acknowledged, Federal Home Loan Mortgage Corporation, a corporation organized and existing under the Laws of the United States of America, acting by and through its duly authorized officers, does hereby transfer, sell, assign and deliver unto Unifirst Federal Savings and Loan Association, that certain Deed of Trust executed by Robert G. Wright and Mamie A. Wright, to Tom B. Scott, Jr., Trustee for the use and benefit of Unifirst Federal Savings and Loan Association, Jackson, Mississippi dated February 26, 1975, encumbering certain lands in DeSoto County, Mississippi, which said deed of trust is recorded in Book 183 at Page 519, in the office of the Chancery Clerk of DeSoto County at Hernando, Mississippi, also all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness secured thereby in the original principal amount of $ 36,250.00.

WITNESS the signature and seal of Federal Home Loan Mortgage Corporation by its duly and legally authorized officers, this the 10th day of March, A.D., 19 76.

BY: Kenneth J. Sandin, Vice President

BY: Jerry J. Brooks, Assistant Secretary

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Kenneth J. Sandin and Jerry J. Brooks, personally known to me and personally known to me to be the Vice President and Assistant Secretary respectively of Federal Home Loan Mortgage Corporation, and that they signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as the act and deed of said Corporation, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 10th day of March, A.D., 19 76.

MY COMMISSION EXPIRES FEB. 5, 1980

My Commission Expires: _____

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock A. M. 5 minutes, on the 5 day of April, 1976, and that the same has been recorded in Book 198 Page 171 records of REAL ESTATE Trust Deed of said County.

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

FEE $2.50 pd

D. B. Ferguson

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Assignment of this Instrument Recorded in
Real Estate T/T book
No. 215 Page 416
This the 13 day of Sept. 1977
H. L. Ferguson Clerk

Paid, Satisfied and Cancelled
This 22 day of April 1977
William L. Rone
Trustee
Attest
W. L. Ferguson
Chancery Clerk
PS.

FOR REAL ESTATE, CHATTEL OR BOTH

Robert R. Wright,
et ux
To { DEED OF TRUST
George M. Hail, Sr.,
et ux

THIS INDENTURE, Made this 3rd day of April 1976
between Robert R. Wright and wife, Nellie J. Wright,
of the first part,
and George M. Hail, Sr., and wife Jo D. Hail of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part ies of the second part in the sum of Fifteen Thousand Dollars evidenced by one promissory note of even date herewith bearing interest at the rate of 8 1/2% and being due and repayable in 120 amortized monthly installments of $185.98 each with the 1st installment due and payable on or before June 1, 1976 and on or before the 1st day of each succeeding month thereafter until paid in full.

and any further amount that the party of the second part may furnish the party of the first part during the year 19____ not to exceed _____ and the part _____ of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part _____ of the first part paid by, William L. Rone Trustee, the part ies of the first part ha ve this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that they now ha ve on hand, and all the crops of every kind to be grown by them and family, or any hands working with or under them either as landlord or tenant or otherwise, during the year 19____, on the land that they may cultivate, or cause to be cultivated, as landlord or tenant and all their farming implements of every kind and

the land in DeSoto County, Mississippi, described as follows:

Lot 104, Woodland Lake Subdivision in Section 19, Township 3 South, Range 9 West, DeSoto County, Mississippi, as shown on the recorded plat of said subdivision in Plat Book 1, pages 15A, 15B and 15C, all in the office of the Chancery Clerk of DeSoto County, Mississippi. Also a proportionate part of the lake and the dam site, less and except one-half of the oil, gas and minerals reserved in the deed of record in Deed Book 42, page 516 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 together with interest thereon to become immediately due and payable at the option of the owner and holder of said note.

Grantors reserve the right to pay any part of or all of the above indebtedness before maturity without penalty.

Grantors covenant and agree to secure, keep and maintain fire and extended insurance coverage on the improvements on said property with a loss payable clause in favor of the beneficiaries and in the amount as required by said beneficiaries during the life of this instrument.

Should the Trustee at any time believe said property, or any part thereof, endangered as security for said debt he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the _____ day of _____ 19____ then this instrument to be void; but to default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part ies of the second part their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature s the date written above.

Witness

Robert R. Wright
Robert R. Wright
Nellie J. Wright
Nellie J, Wright

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me, a notary public of said County, the within named Robert R. Wright and wife, Nellie J. Wright, who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 3rd day of April 76

MY COMMISSION EXPIRES (SEAL)
MARCH 24, 1979

Sarah Fetherson Clerk
By Notary Public D.C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.

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

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 45 minutes A. M. 5 day of April 1976, and that the same has been recorded in Book 198 Page 172 records of REAL ESTATE Trust Deed of said County.

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

Fees $ 2.50 pd. SEAL H. L. Ferguson CLERK

SUBSTITUTION OF TRUSTEE

WHEREAS, on the 16th day of November, 1966, JOHN WILLIAM McAFEE, JR. and wife, DELORES LEE McAFEE, Party, executed a Deed of Trust to SOUTHAVEN SAVINGS AND LOAN ASSOCIATION, a Mississippi corporation, which Deed of Trust is of record in Book 92 at Page 227 in the Office of the Chancery Clerk of DeSoto County, Mississippi; and

WHEREAS, on the 7th day of June, 1967, Southaven Savings and Loan Association became known as COLONIAL SAVINGS AND LOAN, a Mississippi corporation, by Charter Amendment filed in the Office of the Secretary of State; and

WHEREAS, on the 17th day of December, 1973, COLONIAL SAVINGS AND LOAN assigned said Deed of Trust to BANKERS TRUST SAVINGS AND LOAN ASSOCIATION by instrument of record in Book 197 at Page 245 of the aforesaid records; and

WHEREAS, said Deed of Trust covers the following described land and property lying and being situated in DeSoto County, Mississippi, to-wit:

> The following described parcel of property located in the North Half of Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, to-wit:
>
> Lot 33, Section "A", Hoytte Austin Lake Subdivision, as shown on a map or plat thereof recorded in Plat Book 3, Page 8, in the office of the Chancery Court Clerk, DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

and

WHEREAS, the said BANKERS TRUST SAVINGS AND LOAN ASSOCIATION desires to substitute another Trustee in the place of James R. Houston, pursuant to the terms of the said Deed of Trust;

NOW, THEREFORE, STUART ROBINSON is hereby appointed Substituted Trustee in the place and stead of James R. Houston and the said Stuart Robinson shall have all of the powers of the original Trustee.

IN TESTIMONY WHEREOF, witness the signature and seal of BANKERS TRUST SAVINGS AND LOAN ASSOCIATION on this, the 1st day of April, A.D., 1976.

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION

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

ATTEST:

B. J. RENFROW, Assistant Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY CAME AND APPEARED before me, the undersigned Notary Public in and for said County and State, W. S. WEEMS, known to me to be a Senior Vice President and B. J. RENFROW, known to me to be an Assistant Vice President of the within named BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, who acknowledged to me that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above and foregoing Substitution of Trustee on the day and in the year therein set out and for the intent and purposes therein expressed, they being first duly authorized so to do by said corporation.

GIVEN UNDER MY HAND and official seal of office, on this, the 1st day of April, A.D., 1976.

Notary Public

My Commission Expires:
May 19, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
00 minutes A. M. 5 day of April 1976, and that the same has
been recorded in Book 128 Page 173 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 5 day of April 1976.

fees $ 3.50

SEAL H. P. Ferguson CLERK

THIS INSTRUMENT PREPARED BY AND MAIL TO:
William S. Solmson, Atty.
1213 Union Planters Bank Building
Memphis, Tennessee 38103

DEED OF TRUST AND NOTE MODIFICATION AGREEMENT

THIS AGREEMENT made and entered into this 2nd day of April, 1976, by and between UNION PLANTERS NATIONAL BANK OF MEMPHIS, Memphis, Tennessee (hereinafter called "Bank") and GREENBROOK BUILDERS, INC., a Mississippi corporation (hereinafter called "Borrower"):

WHEREAS:

Bank is the owner and holder of a promissory note executed by Borrower described in and secured by that certain Deed of Trust dated August 27, 1973, covering the property described therein, and which Deed of Trust was recorded in the Office of the Clerk of the Chancery Court of DeSoto County, Mississippi, on August 29, 1973, in Book 165, Page 21, as amended by Agreement ("the Modification Agreement") dated August 14, 1975, of record in said Clerk's Office in Book 189, Page 474 (the said Deed of Trust, as amended, being hereinafter called "Deed of Trust"); and,

The indebtedness evidenced by the aforesaid note ("the Promissory Note") is past due and Borrower desires to obtain an extension and modification of the terms and payment of the Promissory Note and Deed of Trust, which Bank is willing to grant upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Promissory Note is hereby extended so as to be due and payable on demand, or, if no demand, then on or before April 30, 1977.

2. The Promissory Note is hereby modified so that interest on the principal balance thereof shall be paid quarterly on each July 1, October 1, January 1 and April 1 hereafter.

3. The Deed of Trust is hereby modified so that each condominium unit, together with a one-seventy-fifth (1/75th) undivided interest in the common area described in the referenced plans and specifications shall be released by the beneficiary of said Deed of Trust upon its receipt of the net proceeds derived from the sale of any such unit(s) and common area(s). "Net proceeds" as used herein shall mean the receipts (cash or note secured by deed of trust) from any such sale in an arms' length transaction with an unrelated and non-affiliated person, less reasonable and ordinary closing expenses.

4. The lien of the Deed of Trust is hereby so extended that it not be barred by any applicable statute of limitations and shall remain in full force and effect and unimpaired for a period of ten (10) years from the date hereof.

5. Borrower promises to pay the Promissory Note as modified and extended herein, to keep and perform all the covenants, terms, and conditions contained in the Deed of Trust and the Promissory Note, in default of which the holder of the Promissory Note, at its option, may declare the indebtedness evidenced thereby accelerated and matured for all purposes, and may proceed to foreclose the Deed of Trust or to exercise, at its option, any right or privilege granted in the Deed of Trust or in the Promissory Note, or by law.

6. The terms, covenants and conditions of the Deed of Trust and of the Promissory Note are hereby incorporated by reference herein, and shall remain in full force and effect, and shall in no manner be affected by the execution hereof, except as the same are expressly extended or modified herein.

7. This Agreement does not discharge any of the obligors, sureties, endorsers and guarantors of the Promissory Note and all rights of the Bank against any or all of the same are expressly reserved.

8. A release of the Deed of Trust shall constitute a release of this Agreement.

9. This Agreement shall be binding upon and inure to the benefit of the respective parties hereto, their heirs, successors, assigns, transferees and grantees.

IN WITNESS WHEREOF the parties hereunto have executed this Agreement on the day and year first written above.

GREENBROOK BUILDERS, INC.

By: _____
Vernon Hobbs - President

UNION PLANTERS NATIONAL BANK OF MEMPHIS

By: _____
J. A. Gurley - Vice President

By their signatures below, the undersigned guarantors of the Promissory Note do hereby consent and agree to the terms and provisions of this Agreement, and acknowledge that the execution thereof has, and shall have, no effect upon their liability as guarantors, nor have any effect upon the rights and remedies of the said Bank; except as expressly provided for in said Agreement.

_____
Donald Allison

_____
J. Vernon Hobbs

_____
Betty L. Allison

_____
Opal J. Hobbs

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Vernon Hobbs who acknowledged that he is President of Greenbrook Builders, Inc., a corporation, and that for an on behalf of said corporation and as its act and deed, he signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, he having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 2nd day of April, 1976.

_____
Notary Public

My commission expires: MY COMMISSION EXPIRES JULY 14, 1978

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named J. A. Gurley, who acknowledged that he is Vice President of Union Planters National Bank of Memphis, a national banking association, and that for and on behalf of said association and as its act and deed, he signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, he having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 2nd day of April, 1976.

_____
Notary Public

My commission expires: MY COMMISSION EXPIRES JULY 14, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 45 minutes P. M. 5 day of April 1976, and that the same has been recorded in Book 198 Page 175 records of REAL ESTATE Trust Deed of said County.

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

Fees 3.50

SEAL _____ CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 232 PAGE 773
THIS 27 DAY OF Oct 19 78
H. D. Ferguson
CHANCERY CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

WILLIAM A. MAXWELL and wife, SANDRA LEE MAXWELL,

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

THREE THOUSAND FIVE HUNDRED FIFTY-TWO AND NO/100---------- DOLLARS

($ 3,552.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of as set forth in said promissory note per centum per annum after

, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit: in thirty (30) monthly installments of principal and interest in the amount of ONE HUNDRED EIGHTEEN AND 40/100 DOLLARS ($118.40) each, with the first of said monthly installments being due and payable on or before the 1st day of May, 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.

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 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 Nineteen (19), Township Two (2) South, Range Seven (7) West,
State of Mississippi, and more particularly described as follows, to-wit:

COMMENCING at a point being the southwest corner of Walter L. McCrory's 26.47 acres as described in Warranty Deed Book 108, Page 198; thence north 619.34 feet to the southwest corner and the point of beginning of the described tract; thence continuing north 619.34 feet to point; thence east 211 feet to a point; thence south 619.34 feet to a point; thence west 211 feet to the point of beginning, containing 3.00 acresmore or less, as per survey of Walter R. Powell, R.L.S., Mississippi No. LS 1685, dated March 23, 1976.

Copyright Mississippi Bankers Association

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section [illegible] of the Mississippi Code of 19[illegible] 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 6th day of April, 19 76.

William A. Maxwell
WILLIAM A. MAXWELL

Sandra Lee Maxwell
SANDRA LEE MAXWELL

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 A. MAXWELL and wife, SANDRA LEE MAXWELL,

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 6 day of April, 19 76.

My Commission Expires: My Commission Expires March 1, 1977

Notary Public

m P. 6 1958 177 Bail 3

Witness my hand and seal this the 7 day of April 1976.

Fees $5.00 pd.

SEAL W. G. Ferguson CLERK

180

SEE PAGE 602

Deed of Trust
Satisfaction

Know All Men By These Presents: That

NORTH AMERICAN ACCEPTANCE CORPORATION

a corporation existing under the laws of the State of Georgia the owner and holder of a certain DEED OF TRUST executed by Nellie Ingram

to David N. Quinn Trustee

For Benefit of SOLMICA OF THE SOUTH, INC.

bearing date the 16 day of September, A.D. 19 70, recorded in DEED Book 120, page 617, in the office of the Register of Deeds of DeSOTA County, State of MISSISSIPPI securing that certain note in the principal sum of Twenty Six Hundred Eighty Eight and no/100 Dollars, and certain promises and obligations set forth in said DEED OF TRUST upon the property situate in said State and County described as follows, to-wit:

hereby acknowledges full payment and satisfaction of said note and DEED OF TRUST and surrenders the same as cancelled and directs the Register of Deeds to cancel the same of record.

In Witness Whereof the said corporation has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the 24 day of March, A. D. 19 76

NORTH AMERICAN ACCEPTANCE CORPORATION CORPORATE SEAL GEORGIA 1953

ATTEST: J. W. Harris Assistant Secretary

Signed, sealed and delivered in the presence of:

NORTH AMERICAN ACCEPTANCE CORPORATION

By Lewis White, Jr. Vice President

STATE OF GEORGIA

COUNTY OF FULTON }

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Lewis White, Jr., and J. W. Harris

well known to me to be the Vice President and Assistant Secretary respectively of NORTH AMERICAN ACCEPTANCE CORPORATION, a corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24 day of March, A. D. 19 76

THIS INSTRUMENT WAS PREPARED BY NORTH AMERICAN ACCEPTANCE CORPORATION Atlanta, Georgia

Gleaton Smith
Notary Public.

My Commission expires 1-29-77

45 R. 6 198 180 Paid 10

2.50 7 Paid

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

Monroe Millwork and Manufacturing Company, Inc., a Louisiana Corporation

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 four hundred and 00/100---------- DOLLARS

($ 50,400.00) 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:

120 Monthly installments of $420.00 each, the first being due and payable on or before May 1, 1976, with a like payment due and payable on the 1st 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 Mrs. Peel M. Haraway 3.83 acre tract as shown on Official Map of Town of Olive Branch, Mississippi, on Lot 3, Block 11, of Section 34, Township 1 South, Range 6 West, DeSoto County, Mississippi, and described by metes and bounds as follows: Beginning at a point in the middle of Mt. Pleasant Street 605 feet East of the intersection of the center of said street and East right of way line of Frisco Railroad, said point being 125 feet East of the Northwest corner of Mrs. Peel M. Haraway original 3.83 acre tract; thence East along center of said street 20 feet to a point; thence South

Copyright Mississippi Bankers Association

(continued)

CANCELLED BY AUTHORITY RECORDED IN BOOK
245 PAGE 604
THIS 13 DAY OF July 19 79
H.H. Ferguson
CHANCERY CLERK

Assignment of this Instrument Recorded in
Real Estate T.D Book
No. 245 Page 603
This the 13 day of July 19 79
H.H. Ferguson Clerk

155 feet to a stake; thence East 70 feet to a stake; thence South 87 feet to an iron pipe; thence West 90 feet to an iron pipe; thence North 242 feet to the point of beginning.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 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 25th day of March 19 76

Monroe Millwork and Manufacturing Company, Inc.

By Houston P. Morris
Vice-President

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Houston P. Morris, Vice President of Monroe who severally acknowledged that

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

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

My Commission Expires: .....

Notary Public

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STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid,
Houston P. Harris, Vice-President of Monroe Millwork
& Manufacturing Company, Inc., a Louisiana Corporation
~~respectively of the above named~~
a corporation, who ~~severally~~ acknowledged that for and on behalf of said corporation, ~~they~~ he signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein written as the act and deed of said corporation, being thereunto first duly authorized so to do.

Given under my hand and official seal of office, this the 25th day of March, 1976.

Notary Public

My Commission Expires: Jan. 29, 1980

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock
40 minutes P. M., this 6th day of April, 1976, and that the same has
been recorded in Book 193 Page 181 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 7 day of April, 1976.

Fees 5.00 paid

SEAL H. R. Ferguson CLERK

LAND

Filed for Re

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STATE OF

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record in

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Book No.

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PUBLISHE

CANCELLED BY AUTHORITY RECORDED IN BOOK
235 PAGE 641
THIS 27 DAY OF Dec. 19 78
K. G. Ferguson
CHANCERY CLERK

LICENSED UNDER
FINANCE AMERICA CORPORATION

LAND DEED OF TRUST

1711 Stateline Road — NO. AND STREET
Southaven, Mississippi 38671 — CITY

NO. 40802-1 — MONTHLY INSTALLMENT DUE DATE 12
MORTGAGORS—BORROWERS

William C. Spencer
5786 Woodbine
Southaven, Miss. 38671

SPOUSE
Judith L.

LOAN DATE 4-05-76

INTEREST (DISCOUNT)	SERVICE CHARGE	COMBINED DISC. & SERV. CHG.	OFFICIAL FEES	TOTAL OF PMTS. CONTR. OF LOAN
$955.18	$	955.18	2.50	$3636.00

PRINCIPAL AMT. OF LOAN 2680.82

NOTE IS PAYABLE IN MONTHLY PAYMENTS, THE FIRST ONE $ 101.00 AND 35 $ 101.00 EACH EXCEPT FINAL PAYMENT SHALL BE UNPAID BALANCE.

RATE	FIRST PAYMENT DUE	FINAL PAYMENT DUE	RESCISSION DATE
	5-12-76	4-12-79	4-08-76

THIS DEED OF TRUST, made and entered into the day and year below written by and between the Borrowers named above of the first part, hereinafter designated as the GRANTORS, Robert Q. Whitwell, Trustee, of the second part, hereinafter designated as TRUSTEE; and the LICENSED LENDER named above, of the third part, hereinafter designated as the BENEFICIARY;

WITNESSETH: THAT WHEREAS the Grantors are justly indebted to the Beneficiary in the total note (Contract of Loan) amount shown above, evidenced by promissory note of even date herewith payable as above set forth, each and every term, condition and stipulation contained in said note is specifically made a part of this agreement;

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

THEREFORE, in consideration of One Dollar ($1.00), to the undersigned Grantors this day paid by the aforesaid Trustee, receipt whereof is hereby acknowledged, the Grantors do hereby convey and warrant unto the said Trustee the below described land and property situated in DeSoto County, Mississippi, to wit:

Lot #334, 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, DeSoto County, Mississippi.

This deed of trust secures not only the aforementioned indebtedness but also such future and additional advances as may be made to the Grantors, or either of them, by the Beneficiary in a sum of not exceeding $10,000.00 before the cancellation of record of this instrument.

Grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on the premises insured against loss or damage by fire, storm, and other hazards in such reliable insurance company or companies as may be acceptable to beneficiary and in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to beneficiary, his successors or assigns, and Grantors as their interests may appear. In the event of loss, grantor shall immediately give notice by mail to beneficiary who make make proof of loss if the same is not promptly made by grantor.

Grantor will pay all taxes and assessments, general or special, which may be assessed against the land, premises, or property, or on the interest of trustee or beneficiary therein, or on 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 on either trustee or beneficiary, and further will furnish annually to beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

The failure on the part of 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 on trustee or beneficiary, or on the rendering by any Court of competent jurisdiction of a decision that the stipulation or provisions herein covering the payment of taxes or assessments is legally inoperative, shall give to beneficiary or to the owner or holder of the note 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 trustee, or his successor, in accordance with the provisions of this conveyance hereinafter set out. But in case such default consists in the failure to keep the property insured or to pay the taxes herein required, beneficiary, or the owner or holder of the note secured hereby, may procure the insurance and pay the taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring such insurance or in paying the taxes or assessments or in redeeming the 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 beneficiary or the owner or holder of the note secured hereby elects to advance insurance premiums and/or taxes, the receipt of an agent of the insurance company or companies in which the insurace 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, be conclusive as between the parties to this conveyance of the amount and validity of the taxes or assessments and of the fact of the payment thereof.

690 Miss.

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...ney or any person ... ...tee or indebtedness secured hereby, may at pleasure, appoint another person or succession
...of persons, to act as Trustee ... ...pointee or substitute shall have all the title, authority and powers in the execution of this
trust as is vested in the Trustee ... If the Beneficiary, or the owner or holder of the note, notes or indebtedness secured
hereby, be a corporation, such ... be made by any one of its officers or agents.

THIS CONVEYANCE IS ... Should Grantors pay said indebtedness and interest owing thereon at maturity, as well as any
other indebtedness ... by other notes, open account, overdraft, obligations, or otherwise, this conveyance
shall be void; ... ficiary, or any holder of said indebtedness, said Trustee, or any successor appointed
in his place, shall sell said property ... sufficiency thereof to satisfy the indebtedness aforesaid then unpaid, after having published
notice of the time, place and terms ... sale in some newspaper published in said County for three consecutive weeks preceding the date of
said sale; and by posting one notice ... at the Court House of said County for said time. Out of the proceeds, arising from said sale,
the amount of said indebtedness ... remaining unpaid shall first be paid, and any balance remaining, shall be then paid the Grantors,
or to their proper representatives.

In witness whereof, the Grantors ... their hands and seals this 5th day of APRIL 19 76

Signed in the presence of:

Barbara G. Nelson ..... x William C. Spencer ..... (SEAL)

..... x Judith L. Spencer ..... (SEAL)

..... x ..... (SEAL)

STATE OF MISSISSIPPI,

..... County.

Personally appeared before me, the undersigned Notary Public
in and for said County, the within named William C Spencer & Judith
Spencer

who acknowledged that they signed and delivered the foregoing instrument on the day and year herein mentioned.

Given under my hand and official seal of this 5th day of April, 1976

Rebecca S Dixon Cauley

My Commission Expires April 22, 1978

...Inc.
...922
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...UST
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...19...
...Clerk

Chancery Court
...was filed for record
...A.M., on
...19...
...day of
...in Page...
...in my office.
...this
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...Clerk
...D.C.

CLERK'S FEES
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Return Recor... ...Inc. ...922 ...

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It was filed for record on 11 o'clock
1976, and that the same has
been recorded in REAL ESTATE Trust Deed
1976.

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Assignment of this Instrument Recorded in
Real Estate T10 Book
No. 271 Page 135
This the 1 day of April 1981
B. D. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate T10 Book
No. 271 Page 140
This the 1 day of April 1981
B. D. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate T10 Book
No. 202 Page 101
This the 13 day of July 1979
B. D. Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK 376 PAGE 327 THIS 17 DAY OF Sept. 19 81
B. D. Ferguson CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Floyd L. Bruce, et ux

To DEED OF TRUST

Stanley L. Wender and Sidney M. Katz, Trustees

THIS INDENTURE, Made this 10th day of March 19 76
between Floyd L. Bruce and wife, Tessie M. Bruce
of the first part,
and Stanley L. Wender and Sidney M. Katz, Trustees of the second part,
WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part ies of the second part in the sum of Five Thousand Three Hundred Fifty Dollars ($5,350.00) evidenced by a promissory note of even date, bearing interest at 10% from date, due and repayable in 168 equal amortized monthly installments of $59.30 each, first of said installments shall be due May 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 it is further agreed that the party of the second part may furnish the party of the first part during the year 19__ cash to extend~~ ~~and the part of the first part having agreed to secure the prompt~~ payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by George S. McIngvale Trustee, the part ies of the first part ha ve this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~All of the agricultural products of every kind that may be grown by said lands and all the crops of every kind to be grown by~~ and family, or any hands working with or under either as landlord or tenant or otherwise, during the year 19__ on the land that ~~may cultivate, or cause to be cultivated, as landlord or tenant and all~~ farming implements of every kind and

Lot 129, Section B, DeSoto Woods Subdivision as per plat thereof recorded in Plat Book 6, Page 8 in the office of the Chancery Clerk of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 1, Township 2, Range 8.

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

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the maturity date thereof 10 then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part ies of the second part their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature S the date written above.

Floyd L. Bruce
Tessie M. Bruce

Witness

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named Floyd L. Bruce and wife, Tessie M. Bruce 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: 5-1-78 (SEAL)

Notary Public Clerk
By D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.

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

no 2. D 198 187 April

7 April

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

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Coahoma National Bank of Southaven, Mississippi the beneficiary, does hereby certify that a certain trust deed bearing date the 15th day of June 19 73 made and executed by Glen R. Dlugach and wife, Teresa G. Dlugach of to Coahoma 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. 161 on page 331 of the Record of Trust Deeds, on the 20th day of June A. D. 19 73, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

Anthony Hatten V.P. Bank

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Notary in and for County and State aforesaid, R. D. Harper, 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 1st day of April A. D. 19 76

Nancy J Sutton

Notary Public

MY COMMISSION EXPIRES: My Commission Expires Jan. 11, 1981

Dixie Litho–Southaven 87844

10 A. 6 198 188 paid 10

2.50 7 paid

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Appointment of Successor Trustee of this instrument Recorded in Real Estate 2/0
Book No. 271 Page 355
This 10 day of April 19 81
H. G. Ferguson Clerk

N. M. S. & L. LOAN NUMBER HE-530

DEED OF TRUST

This Deed of Trust, made this 5th day of APRIL, 19 76, between M. L. SWINDOLL (a/k/a Marvin L. Swindoll) and wife, LOIS EVELYN SWINDOLL, (a/k/a Lois Evelyn Campbell Swindoll),

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 THIRTY TWO THOUSAND FIVE HUNDRED AND No/100 - - - - - Dollars ($ 32,500.00), 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, 19 96, 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 ~~the~~ ~~of~~ DeSoto County, Mississippi, described as follows:

Lot 21 in Section A of Kokoreef Subdivision as shown on the Plat appearing in Plat Book 5, Pages 22 and 23, 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 31, Township 3, Range 9.

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

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

together with all 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 thereif (all said property being herein referred to as "the premises").

Assignment of this Instrument Recorded in Real Estate 2/0 Book No. 299 Page 705 This the 5 day of July 19 83 H. G. Ferguson Clerk

Assignment of this Instrument Recorded in Real Est 2/0 Book No. 335 Page 260 This the 3 day of April 19 85 H. G. Ferguson Clerk By: M.T.DC

CANCELLED BY AUTHORITY RECORDED IN BOOK 810 PAGE 140
THIS 20 DAY OF Feb 19 96
W. E. Davis CHANCERY CLERK

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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 reinstate, 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.

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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.

M. L. SWINDOLL

LOIS EVELYN SWINDOLL

STATE OF MISSISSIPPI
COUNTY OF DESOTO } ss.:

This day personally appeared before me, the undersigned officer in and for the Jurisdiction aforesaid, the within-named M. L. SWINDOLL, and wife, LOIS EVELYN SWINDOLL,

who acknowledged to me that they signed and delivered the foregoing instrument of writing on 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 5th day of APRIL, 1976.

Frances Ann Denton
NOTARY PUBLIC

My commission expires Sept. 18, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 5 o'clock
00 minutes P. M., on the 5 day of April 1976, and that the same has
been recorded in Book 189 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 7 day of April 1976.

Fees $ 5.00

SEAL H. R. Ferguson CLERK

APPOINTMENT OF SUBSTITUTED TRUSTEE

By virtue of the authority vested in Billy Braxton Cavette and wife, Judy Cavette, in a certain Deed of Trust given by M. L. Adamson and wife, Irma F. Adamson, to Edwin C. Hardin as Trustee for Billy Braxton Cavette and wife, Judy Cavette, said Deed of Trust dated December 20, 1974, which Deed of Trust is recorded in Trust Deed Record 182, Page 281, in the office of the Chancery Clerk of DeSoto County, Mississippi, the said Billy Braxton Cavette and wife, Judy Cavette, being the owner of the indebtedness and holder of the note secured by the Deed of Trust, hereby appoint and substitute Winn Davis Brown, Jr. as Trustee instead of Edwin C. Hardin named in said Deed of Trust.

This the 1st day of April, 1976.

Billy Braxton Cavette

Judy Cavette

STATE OF ARKANSAS

COUNTY OF Phillips

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction, Billy Braxton Cavette and wife, Judy Cavette, who acknowledged that they signed and delivered the within and foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office this the 1st day of April, 1976.

Notary Public

My Commission expires:

10-15-76

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock

30 P. 5 198 193 April

2.50

194

Partial Release

Pursuant to direction of the beneficiaries, the west one acre of the land encumbered hereby is released from this Deed of Trust this July 27, 1977

Joel P. Walker
Trustee

ATTEST: U.S. Ferguson
Asst. V.P. U.S. Mortgage, D.C.

By: E. Barnes D.C.

REAL ESTATE, CHATTEL OR BOTH

DEED OF TRUST

THIS INDENTURE, Made this 5th day of April, A.D. 76

Eddie C. Wilburn

of the first part,

and Bruce Vincent and Ethel E. Vincent of the second part,

WITNESSETH, That whereas, said party of the first part, being indebted to the said parties of the second part in the sum of

Nine Thousand Five Hundred Dollars evidenced by one promissory note of even date bearing 7% interest per annum due and repayable in monthly installments of $80.00 the first installment due May 1, 1976, and one installment monthly thereafter with the final installment of principal and interest due on April 1, 1986.

NOW, THEREFORE, In consideration of the premises, and of the sum of One Dollar to the party of the first part paid by Joel P. Walker, 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,

the land in DeSoto County, Mississippi described as follows:

5.0 acres in the southwest quarter of the northwest quarter of Section 25, Township 2 South, Range 7 West, described as beginning at a point in the west line Section 25, Township 2 South, Range 7 West, said point being 944.92 feet north of the southwest corner of the northwest quarter of said section and also being the southwest corner of the Nesler tract; thence north 85° 53' 49" East along the south line of said Nesler tract 1363.52 feet to a point, said point being the northeast corner of the Vincent tract; thence South 4° 34' East along the said east line of the Vincent tract 160.0 feet to a point; thence South 85° 53' 49" West 1363.52 feet to a point in said west line of said section; thence North 4° 34' West along said west line 160.0 feet to the point of beginning and containing 5.0 acres, more or less, as shown by the survey of Joe E. Lauderdale, dated April 1, 1976.

First party shall have the right to prepay before maturity without penalty, the principal. A failure to pay the installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of said note.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt he may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before the day of 19 then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the parties of the second part their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness my signature the date written above.

Witness

Eddie C. Wilburn

Eddie C. Wilburn

STATE OF MISSISSIPPI, DESOTO COUNTY:

Personally appeared before me, a notary public of said County, the within named Eddie C. Wilburn 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 5th day of April 1976.

(SEAL)

Sarah Stokes
notary public

MY COMMISSION EXPIRES MARCH 24, 1979

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,

50 A. 198 194 April 8 o'clock

April

2.50

Paid, Satisfied & Cancelled
This 28th day of July 1976
F. C. Holmes, Jr.
Trustee

Attest:
W. D. Ferguson
Chancery Clerk
By D. C. Woolfolk D.C.

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FOR REAL ESTATE, CHATTEL OR BOTH

Ray C. Bickerstaff, et ux,
Mary B. Bickerstaff
To { DEED OF TRUST
Harvester Lane Federal
Credit Union, P. O. Box
268, Memphis, Tenn. 38101

THIS INDENTURE, Made this 6th day of April 1976
between Ray C. Bickerstaff, and his wife, Mary B. Bickerstaff, Parties of the first part,
and Harvester Lane Federal Credit Union, Party of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part y of the second part in the sum of Nine Thousand Dollars ($9,000.00) evidenced by their one joint note of even date herewith for said amount, and bearing interest at the rate of .83 of 1% per month on the unpaid balance, and being due and payable in 60 equal monthly installments in the amount of $191.22 each, with the first of said installments due on April 30, 1976, and with one of said installments due on the 30th day of each succeeding month thereafter until said indebtedness is paid in full.

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., Hernando, Miss. Trustee, the part ies of the first part ha ve this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz:

The lands situated in DeSoto County, Mississippi, described as follows, to-wit:

6.59 acres situated in the Northeast Quarter of Section Fourteen (14), Township Three (3), South, Range Seven (7) West, and more particularly described as follows, to-wit:

Beginning at a point that is 208 feet East of the Southwest corner of the Northeast Quarter of said Section Fourteen (14), and on the Half/Section line; thence North 4 degrees 45 minutes West 416.2 feet to a point; thence South 85 degrees 19 minutes West 168 feet to the East right of way of Johnston Road; thence North 4 degrees 45 minutes West along said right of way, 146.6 feet to a point; thence North 84 degrees 57 minutes East 631.1 feet to a point; thence South 4 degrees 56 minutes East 566.8 feet to a point on the North side of a gravel road; thence South 85 degrees 18 minutes 30 seconds West along the North side of said road, 464.9 feet to the point of beginning, and as said lands are shown by Survey Plat and Certificate of Billy D. Gray, C. E., dated July, 1975.

Said lands are the same lands being presently conveyed to First Parties by Clyde L. Steadman and wife, Johnnie T. Steadman, and this trust deed secures the payment of funds being advanced First Parties by Second Party as part of the purchase price for said lands, and is a first and paramount lien against said lands.

The aforementioned note provides, and First Parties hereby understand and agree, that in case of default in payment of any of said monthly installments, unless excused by the Board of Directors of Second Party, that the entire balance of said note shall become immediately 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 part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature s the date written above.

Witness:

Ray C. Bickerstaff

Mary B. Bickerstaff

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me, the undersigned Chancery Court Clerk of said County, the within named Ray C. Bickerstaff and his wife, Mary B. Bickerstaff,

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 6th day of April, 1976.

(SEAL)

My Commission Expires January 7, 1980.

Clerk

By D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.

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

deposeth and saith that he saw the above named

15 A. 6 198 195 April

7 April 1976.

2.50

196

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That R. M. Gill and Paul Provow

of Shelby County, Tennessee the beneficiary, does hereby certify that a certain trust deed bearing date the 25th day of July 19 75, made and executed by Robert S. Wylie et ux., Judy C. Wylie of DeSoto County, Mississippi, to R. M. Gill & Paul Provow 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. 188 on page 293 of the Record of Trust Deeds, on the 28th day of July, A. D. 19 75, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

R. M. Gill
Paul Provow

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority D. Russell Jones, Jr., in and for County and State aforesaid, R. M. Gill and Paul Provow 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 2nd day of April A. D. 19 76

D. Russell Jones, Jr.
NOTARY PUBLIC

My commission expires:
My Commission Expires Nov. 2, 1977

D. RUSSELL JONES, JR. NOTARY PUBLIC DES

LAWRENCE-GREENWOOD 37884

no A. 5 198 196 April

7 April

2.50

COUNTY
Instrument was filed for record at 10 o'clock
1976 and is a true copy as
REAL ESTATE TAX PAID
1976

RELEASE OF DEED OF TRUST

RELEASE OF DEED OF TRUST

STATE OF MISSISSIPPI,

County of ~~Marshall~~ DESOTO

To the Chancery Clerk of ~~Marshall~~ DESOTO County, State of Mississippi:

You are hereby authorized and directed to satisfy and cancel of record the following Deed of Trust, to-wit:—

~~One~~ TWO executed by JOHN E. INGRAM AND WIFE, BARBARA W. INGRAM for the benefit of THE PEOPLES BANK, COLLIERVILLE, TENN.

dated the ~~7th~~ 30th day of ~~March~~ July, 19~~75~~ 1974, and recorded in Mortgage Record Book No. ~~183~~ 178, Page ~~615~~ 201 of the records in your office.

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

Witness my hand this 5th day of April, A. D., 19 76.

THE PEOPLES BANK, COLLIERVILLE, TENN.

By Mrs Boyce Jones- A V P

State of Tennessee

Shelby County

Personally appeared before me Fred H. Medling, a Notary Public

, in and for said county and state, the above named Mrs. Boyce Jones, A V P of The Peoples Bank, who acknowledged that ~~she~~ signed, sealed and delivered the foregoing instrument on behalf of The Peoples Bank as ~~her~~ voluntary act and deed. being authorized so to do.

Witness my hand and official seal this 5th day of April, 19 76.

Fred H. Medling Notary Public.

My commission expires December 17, 1979

30 A. 6 198 197 Cash

250

Filed for record at 10 o'clock

REAL ESTATE TAX paid

Cash 1976

A. H. Ferguson

198

341681

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 JOSEPH POPPENHEIMER to FIRST NATIONAL BANK OF MEMPHIS and recorded on Page 125 of Book Number 144 of the Record of Deeds or Deeds of Trust in your office.

This 31 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 March 31, AD, 19 76.

Janice Stuart
Notary Public
MY COMMISSION EXPIRES FEBRUARY 7, 1979

30 A. 6 192 198 April

2.50

STATE OF MISSISSIPPI COUNTY
Instrument was filed for record at 10 o'clock
REAL ESTATE

7 April

Assignment ... ment Recorded in Real Estate T/D Book 319 page 745
This the 20 day of July 1984
H. D. Ferguson Clerk

CANCELLED BY AUTHORITY, RECORDED IN BOOK 655 PAGE 656
THIS 25 DAY OF Aug 1993
W. E. Davis by N. Melson D.C.
Chancery Clerk

STATE OF MISSISSIPPI
FHA FORM NO. 2175 M
Revised February 1973

DEED OF TRUST

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

THIS DEED OF TRUST, made and entered into this 2nd day of April, 1976, by and between William Gene Parnell and wife, Penny M. Parnell, hereinafter called the Grantor; Denson A. Ward, Jr. & W. G. Farr, Jr., hereinafter called the Trustee, and Percy Galbreath and Son, Inc., a corporation organized and existing under the laws of Tennessee, having its principal office and post-office address at 100 North Main Building, Memphis, Tenn., hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar ($1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described 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 665, Section C, Southaven Subdivision, in Section 23, Township 1 South, Range 8 West, as shown on the revised plat of said Subdivision which is recorded in Plat Book 2, Pages 19, 20, 21 and 22, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

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

IN TRUST, HOWEVER, to secure to Percy Galbreath and Son, Inc., a corporation organized and existing under the laws of Tennessee, the payment of a certain promissory note of even date herewith in the principal sum of Twenty Thousand Nine Hundred and no/100----------Dollars ($ 20,900.00), 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 Percy Galbreath and Son, Inc., 100 North Main Building, in Memphis, Tennessee or at such other place as the holder may designate, in writing, in monthly installments of One Hundred Sixty Four and 48/100--------Dollars ($ 164.48), commencing on the first day of May, 19 76 and on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of 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 (½) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

200

(a) A [illegible] next due, plus the premiums that will next become due and payable to renew [illegible] insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due (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 assessments;

(c) All payments mentioned in the 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 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 60 days time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

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

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

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

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

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

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

William Gene Parnell
WILLIAM GENE PARNELL

Penny M. Parnell
PENNY M. PARNELL

STATE OF MISSISSIPPI,
COUNTY OF DeSoto } ss:

Personally appeared before me Rose B. Loftis, the undersigned Notary Public in and for the said County, the within named William Gene Parnell and Penny M. Parnell, 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 April, 1976

Rose B. Loftis
Notary Public

My Commission Expires:
April 28, 1978.

STATE OF MISSISSIPPI
COUNTY OF D. Soto } ss:

I, [illegible], 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 [illegible] o'clock [illegible] 1976 and duly recorded on the [illegible] day of [illegible] 1976 in COUNTY, MISSISSIPPI, and that the same has been duly recorded in Book [illegible] of REAL ESTATE Trust Deeds

30 A. 6 98 199 Said

5.00

[illegible]

202

B-1

RELEASE OF DEED OF TRUST

STATE OF LOUISIANA
PARISH OF ORLEANS

Loan No. 217966-11

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 William C. Hopper, Jr. and Wife, Ann M. Hopper on February 11th, 19 74 to secure an indebtedness to The Federal Land Bank of New Orleans in the principal sum of $ 11,500.00, which said deed of trust is of record in Deed of Trust Book 172, Page 125, of the records in your office.

Witness the corporate signature and seal of The Federal Land Bank of New Orleans on this the 1st day of April, 19 76

THE FEDERAL LAND BANK OF NEW ORLEANS

(SEAL)

By Warner L Brumer
Its Senior Vice President

ATTEST:

By: W Brian Babin
Its: (Secretary & Vice President

STATE OF LOUISIANA
PARISH OF ORLEANS

Before me, the undersigned Notary Public in and for the Parish and State aforesaid, this day personally appeared Warner L. Brumer, Jr. and W. Brian Babin who acknowledged that as Senior Vice President 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 1st day of April, 19 76.

(SEAL)

Notary Public

My commission expires at death.

* * * * * * * * * * * * * * *

CERTIFICATE OF CLERK

STATE OF MISSISSIPPI
COUNTY OF DeSoto

I hereby certify that this instrument was filed for record in my office at 10:30 o'clock A. M. on the 6 day of April, 19 76, and duly recorded in

30 A. 6 1.8 202 Oprid 10

2.50 7 April

Authority to Cancel - Mississippi - JIM WALTER HOMES, INC.

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI,

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain deed of trust executed by Stanley Carroll single to JIM WALTER HOMES, INC which deed of trust is recorded in Book Number 186 at Page 207 of the records of the deeds of trust in your office,

IN WITNESS WHEREOF, JIM WALTER HOMES, INC. has caused its official seal and signature to be affixed hereto by its duly authorized officers, this the 3rd day of March, 19 76

JIM WALTER HOMES, INC.

By: J. H. Kelly
PRESIDENT
J. H. Kelly, Assn't Vice President

ATTEST: A. F. Saraw
A. F. Saraw, SECRETARY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

Personally appeared before me, the undersigned authority duly authorized by law to take acknowledgments in and for said County and State, the within named J. H. Kelly and A. F. Saraw who acknowledged to me that they are Assn't. Vice President and Secretary, respectively, of JIM WALTER HOMES, INC. a corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, they being first duly authorized so to do by said corporation.

GIVEN under my hand and official seal this, the 3rd day of March, 19 76.

Nadine P. Collins
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My commission expires:

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 15 minutes A. M. 7 day of April 1976, and that the same has been recorded in Book 198 Page 203 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 7 day of April 1976.

SEAL H. H. Ferguson CLERK

Fees $2.50 pd.

204

CANCELLED BY AUTHORITY RECORDED IN BOOK
306 PAGE 283
THIS 31 DAY OF Oct. 19 83
H. D. Ferguson
CHANCERY CLERK

S-6234

FOR REAL ESTATE, CHATTEL OR BOTH

Cecil Stegall, et ux

To { DEED OF TRUST

Security Bank of Hernando

THIS INDENTURE, Made this 3rd day of March 19 76
between Cecil Stegall and wife, Nancy E. Stegall
of the first part,
and Security Bank of Hernando
of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part y of the second part in the sum of Sixteen Thousand Two Hundred Twenty-Four & 60/100 ($16,224.60) evidenced by a promissory note of even date, bearing 10% from maturity due and repayable in 60 equal monthly installments of $270.41 each, first of said installments shall be due April 1, 1976 and one installment due each succeeding month thereafter until paid in full

~~and any further amount that the party of the second part may furnish the party of the first part during the year 19 , not to exceed~~

~~amount of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part~~ ies ~~of the first part, and the part~~ ies ~~of the first part having agreed to secure the prompt~~ paid by George S. McIngvale Trustee, the part ies of the first part ha ve this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~All of the agricultural~~ products of every kind that ~~now is or may hereafter be planted or cultivated by~~ ~~family, or any hands working with or under~~ ~~and all the crops of every kind to be grown by~~ ~~may cultivate, or cause to be cultivated, as landlord or tenant or otherwise, during the year 19 , on the land that~~ ~~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) interst 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 de and payable at the option of the owner and holder of said note. Makers of said indebtedness shall have the right to pay all or any part of the said indebtedness before maturity without penalty.

This deed of trust is being recorded to correct trust deed recorded in Trust Deed Book 197, page 312 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the maturity date thereof 19 , then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the par ties of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part y of the second part its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature s the date written above.

Witness

/s/ Cecil Stegall
/s/ Nancy E. Stegall

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named Cecil Stegall and wife, Nancy E. Stegall who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 3rd day of March 19 76

(SEAL)

My Commission Expires:

By 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, deposeth and saith that he saw the above named whose name subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness and that he saw the other subscribing witness

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that this instrument was filed for record at 10 o'clock
30 minutes A M, 1976, and that the same has
been recorded in Book 204 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and official seal, this the 7 day of April 1976.
Fee $2.50
SEAL H. D. Ferguson CLERK

JAMES E. MCGEHEE & COMPANY, INC., GRANTOR)
)
)
)
TO) PARTIAL RELEASE
)
)
)
W. B. GAY BUILDERS, INC., GRANTEE)

For and in consideration of Ten Dollars ($10.00) and other good and valuable considerations, James E. McGehee and Company, Inc. does hereby release from the lien of that certain deed of trust given by W. B. Gay Builders, Inc. to James E. McGehee & Company, Inc., being dated February 15, 1974 and recorded in the office of the Chancery Clerk of DeSoto County, Mississippi in Trust Deed Book 171, page 451 the hereinafter described land in DeSoto County, Mississippi, described as follows, to-wit:

Lot 38, Section A Revised, Churchwood Estates Subdivision in Section 2, Township 2 South, Range 8 West as per plat thereof recorded in Plat Book 12, pages 45 and 46 in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

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

WITNESS the signature this the 6th day of April, 1976.

JAMES E. MCGEHEE AND COMPANY, INC.

BY _____
Max B. Ostner, Jr., Trustee

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for said County and State, the within named Max B. Ostner, Jr., Vice President of James E. McGehee and Company, Inc., who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned as his free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this 6th day of April, 1976.

_____
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. 7 day of April 1976, and that the same has been recorded in Book 198 Page 205 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 7 day of April 1976.

Fees $2.50 pd. SEAL _____ CLERK

206

CANCELLED BY AUTHORITY RECORDED IN BOOK 278 PAGE 158
THIS 29 DAY OF Oct. 19 81
W.D. Ferguson
CHANCERY CLERK

DEED OF TRUST

Grantors: Larry D. Simpson and wife Deborah Simpson

Lender: Dial Finance Company of Mississippi

Trustee: Gerald W. Craig

Total of Payments: $ 2,790.00 Finance Charge: $ 706.18 Amount Financed: $ 2083.82 Number of Monthly Instalments: 30 First Instalment Due Date: April 30 1976 Annual Percentage Rate (Agreed Rate of Charge) 23.96%

This Deed of Trust, made this 25th day of March 19 76, witnesseth that Grantors named above are indebted to Lender named above on a certain Note of even date in the amount stated above as "Total of Payments", evidencing a loan in the amount stated above as "Amount Financed", made to Grantors by Lender. Said Note is payable in the number of monthly instalments above stated. The first instalment due date is stated above. Other instalments are payable on the same day of each succeeding month. The finance charge and agreed rate of charge applicable to said loan and Note are above stated.

In consideration of the aforesaid indebtedness and in order to secure the prompt payment of said Note and any future note or notes executed and delivered to Lender by Grantors at any time before said Note shall be paid in full, evidencing either a future loan by said Lender or a refinancing of any unpaid balance of said Note or renewal thereof, or both such future loans and refinancing, but not exceeding in the aggregate at any one time an unpaid amount of $50,000, the Grantors hereby sell, convey, and warrant unto the Trustee named above the following described real estate located in DeSoto County, State of Mississippi:

Lot 1705, Section "G", Southaven West Subdivision, in Section 22, Township 1 South Range 8, West, as per plat ~~xxxxx~~ thereof recorded in Plat Book 3, Page 31, in the office of the Chancery Clerk of Desoto County, Mississippi.

To have and to hold the same unto the said Trustee, and unto his heirs in trust and assigns, forever.

But this is a Trust Deed, and this conveyance is in trust for the following purposes and none other: If the Grantors shall well and truly pay and discharge the indebtedness secured hereby, according to the terms of the instrument or instruments evidencing the same, then this instrument and conveyance shall be void and of no further force and effect. But if Grantors default in payment of any indebtedness hereby secured, or default in any term or condition of any other obligation, agreement, or indebtedness owing to Lender, or default in any term or condition of any other obligation, agreement, or indebtedness secured by the above-described real estate owing to any party whatsoever, then the Trustee may upon demand of the holder of the Note declare immediately due and payable all indebtedness then remaining unpaid and secured hereby, and the Trustee, or his successor, is hereby authorized and empowered to enter and take possession of said real estate, and before or after such entry, to advertise the sale of said real estate once each week for three consecutive weeks, giving notice of the time, place, and terms of sale in a newspaper published in the county in which said real estate is located, and to sell the same to the highest bidder for cash at the Court House in said county free from equity of redemption, homestead, dower, and all other exemptions, all of which are hereby expressly waived, and said Trustee shall execute a conveyance and deliver possession to the purchaser, or the Trustee may sell the real estate described herein for cash in such other manner as may be provided or permitted by law.

The Lender, its successors and assigns may in writing appoint successive or substitute trustees in the place of the Trustee named herein or any successor Trustee if from any cause said Trustee or any successor Trustee shall not be present, able and willing to act hereunder or if said Lender or its successors or assigns shall for any reason desire to do so.

In case of sale under this Deed of Trust, the proceeds will be applied by the Trustee as follows: first, to the payment of necessary expenses of this trust and its execution, and second, to the indebtedness secured hereby, and the surplus, if any, shall be paid to the Grantors.

Wherever used herein the plural number shall be construed to include the singular, the singular the plural, and the use of any gender shall include all genders.

In Witness Whereof the Grantors have hereunto set their hands the day and year first above written.

Larry D. Simpson (GRANTOR) SIGN HERE

Deborah Simpson (GRANTOR) SIGN HERE

STATE OF MISSISSIPPI
COUNTY OF DeSoto } SS.

Personally appeared before me, the undersigned authority, the within named Larry D. Simpson and wife Deborah Simpson who acknowledged that he, she or they, as the case may be, signed and delivered the above foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal this the 25th day of March 19 76

My commission expires December 18, 1978 T.A. Clemens (NOTARY PUBLIC)

This instrument was prepared by J. Dalton of Dial Finance Company of Mississippi, 6125 Millbranch Road Southaven (ADDRESS), Mississippi.

743 K76 MS

R. 6.00

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that this instrument was filed for record at 10 o'clock
30 minutes A.M. on the 7 day of April 1976, and that the same has been recorded in Book 198 Page 206 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal of office this the 7 day of April 1976.

Fees $ 2.50 SEAL W.D. Ferguson CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI,
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That J. W. Cartwright and O. D. Bratton

of Memphis, Tennessee the beneficiary, does hereby certify that a certain trust deed bearing date the 19th day of February 19 75, made and executed by Wayne C. Seymour, 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 363 of the Record of Trust Deeds, on the 19th day of February, A. D. 19 75, is now fully paid and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said 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.

J. W. Cartwright

O. D. Bratton

STATE OF Mississippi
~~XXXXXX~~ County.
DeSoto } ss.

Personally came and appeared before me, the undersigned authority notary public in and for County and State aforesaid J. W. Cartwright & O.D. Bratton 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~~ April A. D. 19 76

My Commission Expires:
5-7-76

Rebecca Lilly
Notary Public

LAWRENCE-GREENWOOD 27644

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 7 day of April 1976, and that the same has been recorded in Book 198 Page 207 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 7 day of April 1976.

Fees$ 2.60 pd. SEAL H. H. Seymour CLERK

208

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI,
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That J. W. Cartwright and O. D. Bratton

of Memphis, Tennessee the beneficiary, does hereby certify that a certain trust deed

bearing date the 15th day of December 19 71, made and executed by Lloyd Watkins

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. 136 on page 257

of the Record of Trust Deeds, on the 16th 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

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.

J. W. Cartwright

O. D. Bratton

STATE OF Mississippi,
DeSoto County. } ss.

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

in and for County and State aforesaid, J. W. Cartwright & O. D. Bratton 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~~ April A. D. 19 76

My Commission Expires:

8-6-78

Notary Public

LAWRENCE-GREENWOOD 27644

STATE OF MISSISSIPPI, DESOTO COUNTY

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

30 minutes A M. 7th day of April 1976, and that the same has

been recorded in Book 198 Page 208 records of REAL ESTATE Trust Deed

of said County.

Witness my hand and seal of office this the 7th day of April 1976.

Fees $ 2.50

SEAL H. P. Ferguson CLERK

PARTIAL RELEASE

FOR VALUE RECEIVED, the undersigned beneficiary of that certain deed of trust made and executed by William W. Kerr and Robert L. Kerr to James E. Woods, Trustee for the undersigned beneficiary dated September 18, 1972, and recorded in Book 148, Page 197, Chancery Clerk's Office, DeSoto County, Mississippi does hereby release from the lien of said instrument, the land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

TRACT 1: .918 acres situated in Southeast Quarter of Section 33, Township 1 South, Range 6 West, DeSoto County, Mississippi and being more particularly described as beginning at a point in the west right-of-way of Mississippi Highway 305, opposite Station 75+72, said point being 191 ft. more or less, from the south line of Section 33, Township 1, South, Range 6 West; thence west with an interior angle of 90 degrees 200 ft. to a point; thence north and parallel to said right-of-way 200 ft. to a point; thence east 200 ft. to a point in the said right-of-way; thence south along said right-of-way 200 ft. to the point of beginning containing .918 acres more or less.

TRACT 2: .459 acres situated in the Southeast Quarter of Section 33, Township 1 South, Range 6 West, DeSoto County, Mississippi, and being more particularly described as COMMENCING at a point in the west right-of-way of Mississippi Highway #305 opposite Station 75+72, said point being 191 feet more or less from the south line of Section 33, Township 1 South, Range 6 West; thence west with an interior angle of 90 degrees 200 ft. to a point, said point being the point of beginning of the herein described tract; thence from said point of beginning continue west 100 ft. to a point; thence North 200 ft. to a point thence East 100 ft. to a point, said point also being the northwest corner of .918 acre tract conveyed by the grantor to the grantee herein by deed of even date; thence along the west line of said .918 acre tract, South 200 feet to the point of beginning containing .459 acres.

This is only a partial release releasing the property described herein with said deed of trust remaining in full force and effect as to all other property described therein.

WITNESS MY SIGNATURE this the 31 day of March, 1976.

UNION PLANTERS NATIONAL BANK

BY: Leo G. Fridrom

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 Leo G Fridrom who is Vice President respectfully of said Union Planters National Bank, who acknowledged that for and on behalf of said corporation, he signed and delivered the above and foregoing partial release on the day and year mentioned.

GIVEN UNDER MY HAND and official seal this the 31st day of MARCH, 1976

Betty P Morgan
Notary Public

My Commission Expires:
6-7-78

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 7th day of April 1976, and that the same has been recorded in Book 198 Page 204 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 7th day of April 1976.

Fees 2.50 ea. 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 Janice C. Payne, Assistant Cashier

of Peoples Bank and Trust, Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed bearing date the 19th. day of July 19 74, made and executed by Rebecca Johnson

of 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. 178 on page 67 of the Record of Trust Deeds, on the 29th. day of July, 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.

Peoples Bank and Trust

By: Janice C Payne Assistant Cashier

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Aurelia B. Jones, a Notary Public in and for County and State aforesaid, Janice C. Payne, Assistant Cashier Peoples Bank and Trust who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

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

Aurelia B. Jones

Notary Public

MY COMMISSION EXPIRES MAY 18, 1976

NOTARY PUBLIC DESOTO CO. MISS.

LAWRENCE-GREENWOOD 67644

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 7th day of April 1976, and that the same has been recorded in Book 198 210 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal of office this the 7th day of April 1976.

Fees 5.00

SEAL H. P. Sturgeon CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 279 PAGE 414
THIS 21 DAY OF Dec. 19 81
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 Cleo Williams and wife, Henrietta 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 Three thousand eight hundred eighty five and 00/100---------- DOLLARS ($ 3885.00) 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 42 monthly installments of $92.50 each, with the first installment being due on or before the 30th of April and 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

Section 31, T2, R5W, DeSoto County, Miss.

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

Lot No. 23 of the James H. Berry Subdivision, Located in Section 31, Township 2, Range 5 West, of DeSoto County, Mississippi, and being of record in Plat Book 6, Page 1, and reference is hereby made to said Plat Book for a fuller description.

Copyrighted Mississippi Bankers Association

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

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

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

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

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

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

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

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may becomes 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 19 76

Cleo Williams

Henrietta 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 Cleo Williams and Henrietta 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 23rd. day of March 19 76

My Commission Expires: May 18, 1976

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. 7th day of April 1976, and that the same has been recorded in Book 198 Page 211 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 7th day of April 1976.

Fee $ 5.00 pd

D. G. Ferguson

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CANCELLED BY AUTHORITY RECORDED IN BOOK 200 PAGE 203 THIS 24 DAY OF May, A.D. 76
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1956)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between James C. Bennett and wife Wilma W. Bennett

of the first part, hereinafter designated as the Grantor,

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

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

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Four Thousand, Fifty-seven and No/100----------DOLLARS ($ 4,057.00) 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 on or before the 26th. day of September, 1976.

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

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

County of DeSoto

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

Five (5) acres in the Southwest Quarter of Section 16, Township 2 South Range 6 West, DeSoto County, Mississippi being more particularly described as beginning at a point in the North line of Dunn Lane 4,083.10 feet West of the intersection of the North line of Dunn Lane and the center line of Highway #305; thence South 82 degrees 54 minutes 40 seconds West 308.60 feet to a point; thence North 4 degrees 3 minutes West 705.77 feet to a point; thence North 82 degrees 54 minutes 40 seconds East 308.60 feet to a point; thence South 4 degrees 3 minutes East 705.77 feet to the point of beginning containing five (5) acres.

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 26th day of March 1976

James C. Bennett

James C. Bennett

Wilma W. Bennett

Wilma W. Bennett

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named James C. Bennett and wife Wilma W. Bennett 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 March 1976

My Commission Expires: May 18, 1976

Amelia B. Jones
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A 7th day of April 1976, and that the same has
198 214 been recorded in the records of REAL ESTATE Trust Deed
said County.
Witness my hand and seal of office this the 7th day of April 1976.

D. G. Ferguson
CHANCERY CLERK

Fee $ 5.00 pd

CANCELLED BY AUTHORITY RECORDED IN BOOK
207 PAGE 237
THIS 5 DAY OF Jan 19 22
W. L. Ferguson
CHANCERY CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between William H. Allen

of the first part, hereinafter designated as the Grantor,

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

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

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Eight thousand two hundred ten and 00/100---------- DOLLARS ($ 8210.00) 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 repayable on or before April 1, 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 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 West part of Lot 3, Block 11, in Section 34, Township 1, Range 6 West, Olive Branch, Mississippi being more particularly described as beginning at a point in the center of Mt. Pleasant Road, said point being 480.0 feet east of intersection of said center and east right of way of Frisco Railroad; thence east along center said road 125.0 feet to a point; thence south 467.94 feet to an iron pin; thence west and parallel to center said road 85.4 feet to an iron pin in the east right of way said railroad; thence northwesterly along said railroad right of way 52.0 feet to an iron pin at the southeast corner of the Birmingham lot; thence north along east line of said Birmingham lot 427.7 feet to the point of beginning, less and except that parcel conveyed to Murphy Products, Inc.

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 1st day of April 19 76

William H. Allen

William H. Allen

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

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

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 1st day of April 1976

My Commission Expires: May 18, 1976

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. 7th day of April 1976, and that the same has been recorded in Book 198 Page 217 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 7th day of April 1976.

H. G. Ferguson

Fee $ 5.00 pd

220

362701

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 JOSEPH POPPENHEIMER to FIRST NATIONAL BANK OF MEMPHIS and recorded on Page 289 of Book Number 155 of the Record of Deeds or Deeds of Trust in your office.

This 31 day of March, 19 76.

THE FIRST NATIONAL BANK OF MEMPHIS

By 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 31 day of March, AD, 1976.

Notary Public

MY COMMISSION EXPIRES FEBRUARY 7, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M on the 7th day of April 1976, and that the same has been recorded in Book 198 Page 220 records of REAL ESTATE Trust Deed of said County.

Witness my hand and official seal this the 7th day of April 1976.

Fees $ 2.50

SEAL H. P. Thompson CLERK

PARTIAL RELEASE

KNOW ALL MEN by these presents that for and in consideration of the part payment of the indebtednesses described in and secured by those certain Deeds of Trust executed by Bailey Mortgage Company in favor of UNION PLANTERS NATIONAL BANK, Memphis, Tennessee, Forrest N. Jenkins and J. David Guthrie, Trustees for said Union Planters National Bank, which Deeds of Trust are as follows:

(1) Deed of Trust dated January 16, 1973, filed for record January 22, 1973, and recorded in Book 153, Page 85, in the office of the Chancery Clerk of DeSoto County, Mississippi.

(2) Deed of Trust dated October 10, 1974, filed for record October 21, 1974, and recorded in Book 180, Page 553, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The undersigned Union Planters National Bank, Memphis, Tennessee, as Beneficiary named in said Deeds of Trust, have bargained and sold and by these presents do bargain, sell, convey, remise, release and quit-claim unto the said Bailey Mortgage Company, the following described property located in DeSoto County, Mississippi:

Lots 652, 659, 651, 649, 650, Section D, Twin Lakes Subdivision, in Section 6, Township 2 South, Range 8 West, as perplat thereof recorded in Plat Book 10, Pages 32-33, in the office of the Chancery Clerk of DeSoto County, Mississippi.

To have and to hold the aforesaid real property unto the said Bailey Mortgage Company and to its successors, heirs and assigns in fee simple forever, free and discharged from the lien 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 liensof same shall continue in full force and effect.

WITNESS our signatures, this the 5th day of April, 1976.

ATTEST:

Larry C. Hommel
Banking Officer

UNION PLANTERS NATIONAL BANK
Memphis, Tennessee

By: Robert P. Watson
Vice Pres

STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Robert P. Watson and Larry C. Hommel, who acknowledged that as Vice President and Banking Officer, for and on behalf of and by authority of UNION PLANTERS NATIONAL BANK, of Memphis, Tennessee, they signed and delivered the above and foregoing Partial Release of Deeds of Trust on the day and year therein mentioned for the purposes therein expressed.

GIVEN UNDER MY HAND and seal of office, this the 5th day of April, 1976.

My Commission expires:
10-1-79

Barbara C. Young
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 7th day of April 1976, and that the same has been recorded in Book 198 Page 221 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 7th day of April 1976.

H. R. Ferguson CLERK

Fees 2.50 pd.

222

FOR REAL ESTATE, CHATTEL OR BOTH

RICHARD C. JOLLIFF, ET UX

To { DEED OF TRUST

LOUISE J. HINDS

THIS INDENTURE, Made this 2nd day of April, 19 76

between Richard C. Jolliff and wife, Lynda P. Jolliff

of the first part,

and Louise J. Hinds

of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part Y of the second part in the sum of FOURTEEN THOUSAND AND NO/100 DOLLARS ($14,000.00) bearing interest at the rate of 8-3/4 per annum being due and payable in 120 equal amortized monthly installments of $175.46 commencing June 15, 1976, with like installments due on the 15th day of each month until paid in full.

[illegible] 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 Dudley B. Bridgforth, Jr. Trustee, the part ies of the first part ha this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: [illegible]

Part of Section 28, Township 2South, Range 8 West, DeSoto County, Miss., 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 N 00 degrees 02' 11" W 1,304.33 feet along the east line of said quarter to a point being the point of beginning of the described tract; thence N 00 degrees 02' 11" W 1,167.11 feet along the east line of said quarter to an iron pin; thence S 89 degrees 58' 16" W 747.20 feet to an iron pin; thence S 32 degrees 39' 43" E 1,385.89 feet to a point; said point being the point of beginning, containing 10.01 acres more or less, all bearings being referenced to true north as determined from solar observations, said property being shown as Tract 1 on survey of Ronald R. Williams, dated August 21, 1974.

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 after January 1, 1977. Failure to make any installment when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of the note.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part of the first part promptly pay the above stated indebtedness on or before the 15th day of May, 1986, 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, her assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature S the date written above.

Witness:

Richard C. Jolliff

Lynda P. Jolliff

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named Richard C. Jolliff and wife, Lynda P. Jolliff

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

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

(SEAL) Deborah B. Crabb Clerk

By My Commission Expires January 8, 1980 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 and that he saw the other subscribing witness [illegible]

STATE OF MISSISSIPPI, DeSOTO COUNTY

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

30 minutes A.M. 7th day of April 1976, and that the same has been recorded in Book 198 page 222 records of REAL ESTATE Trust Deed

of said County.

Witness my signature this the 7th day of June 1976

$2.50 CLERK

AUTHORITY RECORDED IN BOOK
218 474
17 Nov 1977
H. G. Ferguson
CHANCERY CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

HERBERT J. HUGHES

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

THREE THOUSAND & 00/100----------DOLLARS

($ 3,000.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of Nine per centum per annum after Date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Being due and payable in two (2) annual installments of principal plus interest, with the first payment of $1,500.00 plus interest due on or before November 15, 1976, and the second annual installment of $1,500 plus interest due on or before November 15, 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 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 Northwest corner of the northwest Quarter of Section 29, Township 3, Range 6 West, DeSoto County, Mississippi more particularly described below:
State of Mississippi, and more particularly described as follows, to-wit:

12 acres, more or less, in the northwest corner of the Northwest Quarter of Section 29, Township 3, Range 6 West, DeSoto County, Mississippi and being more particularly described as BEGINNING at a point on the north line of said Section 35, rods 8 1/2 feet west of the northeast corner of the west half of the Northwest Quarter; thence south to the Cockrum and Hernando public road; thence with said road to the west line of said Section; thence north on said Section line to the northwest corner of said Section; thence east on the Section line to the point of beginning and containing 12 acres more or less.

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This is a renewal and extension of credit by The Hernando Bank to the Grantor herein on the above described property and improvements thereon, renewing and extending the deed of trust by the Grantor herein to The Hernando Bank as shown of record in Trust Deed Book 147, Page 605 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 convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 6th day of April 19 76

H J Hughes

Herbert J. Hughes

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 HERBERT J. HUGHES 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 6th day of April 19 76

My Commission Expires Jan. 7, 1978

My Commission Expires: .....

Elois M. Barbee

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 7th day of April 1976, and that the same has been recorded in Book 196 Page 223 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 7th day of April 1976.

Fees 5.00

H G Ferguson

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

RELEASE

(Mississippi)

All indebtedness secured by a certain Deed of Trust from WAGNER BUILDERS, INC., A MISSISSIPPI CORPORATION to MAX B. OSTNER, JR., Trustee, for the use and benefit of JAMES E. MCGEHEE & COMPANY, INC., dated OCTOBER 18, 1975, and recorded in Book 192, page 97, of the records of Mortgage and Deeds of Trust in the Office of the Chancery Court Clerk of DESOTO County, Mississippi, having been fully paid, the undersigned JAMES E. MCGEHEE & COMPANY, INC. as lawful holder of the indebtedness—or—as Trustee in said Deed of Trust in accordance with direction by the holder of the indebtedness, hereby releases and discharges the lien of said Deed of Trust. LOT 40, SECTION "D", PLEASANT HILL ESTATES S/D, SECTION 12, TOWNSHIP 2, SOUTH, RANGE 7 WEST, PB 10, PAGES 23-25.

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

IN WITNESS WHEREOF, the said JAMES E. MCGEHEE & COMPANY, INC. has ~~xxxx

This Indenture, made by and between Grady B. Nichols, Jr.

party of the first part; William Cremer

party of the second part, as Trustee; and Curtis E. Busch

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 20, Hoover Subdivision, in the Town of Olive Branch Mississippi, Section 28, Township 1, Range 6 as shown by plat of record in Plat Book 2, Page 34 in the office of the Chancery Clerk of Desoto County Mississippi

This conveyance is made in trust, however, to secure the payment of $10,000.00, 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 1st day of March, 1976

Grady B. Nichols Jr.

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STATE OF Tennessee
COUNTY OF Shelby } ss.

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named

Grady B. Nichols, Jr.

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 1st day of March, 1976

NOTARY PUBLIC

J. Thomas Lowry
Notary Public.

J. THOMAS LOWRY
Notary Public
Shelby County, Tenn.
My Commission Expires Oct. 29, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock
30 minutes P M. 7th day of April 1976, and that the same has
been recorded in Book 198 Page 228 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 7th day of April 1976.

Fees$ 2.00 pd. SEAL H. R. Ferguson CLERK.

...ents of
COMPANY, INC.
MAIN
ENNESSEE

DEED

M
...ichols, Jr.

...emier Trustee
SE OF
Desoto

...Clerk
...d ex-officio Recorder
aforesaid, do hereby
...strument of writing
office on the ...

...A.D. 19 76
...nd has been this day
...eed Record

...nd official seal, this
19

Clerk.

the only guaranteed estate title losses.

W-0

$3.00 pd

3865

RELEASE OF DEED OF TRUST

To the Clerk of the
Chancery Court of

DeSoto County

You are hereby authorized an directed to satisfy and cancel of record in your office the Deed of Trust executed by:

John R. McNeely and wife Lola McNeely

For the use and benefit of:

Avco Financial Services

On the 12 day of June, 1975, and recorded in Trust Deed Book 186,

Page 499, of the records of your office.

The indebtedness secured by said Deed of Trust was not any one and has been fully pad to the undersigned.

Witness my signature on this the 31st day of January, 19 76.

Avco Financial Services

William E Hornes

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for said County and State, ✓, who acknowledged and that he signed and delivered the foregoing release of Trust Deed on the day and date hereinbefore mentioned.

Notary Public

My Commission Expires August 24, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY -

I certify that the within instrument was filed for record at 10 o'clock
no minutes A. M. 27 day of February 1976, and that the same has
been recorded in Book 198 Page 229 records of REAL ESTATE Trust Deed
of said County.

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

H. H. Ferguson CLERK

Fees $ 2.50

230

F-1915

RELEASE OF DEED OF TRUST

STATE OF LOUISIANA
PARISH OF ORLEANS

Loan No. 195271

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 Joseph E. Ward and Wife, Gail B. Ward on March 27, 19 68, to secure an indebtedness to The Federal Land Bank of New Orleans in the principal sum of $ 19,000.00, which said deed of trust is of record in Deed of Trust Book 100, Page 617, of the records in your office.

Witness the corporate signature and seal of The Federal Land Bank of New Orleans on this the 31st day of March, 19 76.

(SEAL)

THE FEDERAL LAND BANK OF NEW ORLEANS

By: Warner L Bruner Jr
Its Senior Vice President

ATTEST:

By: W Brian Babin
Its: (Secretary & Vice President
(Assistant Secretary

STATE OF LOUISIANA
PARISH OF ORLEANS

Before me, the undersigned Notary Public in and for the Parish and State aforesaid, this day personally appeared Warner L. Bruner, Jr. and W. Brian Babin who acknowledged that as Senior Vice President 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 31st day of March, 19 76.

(SEAL)

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

STATE OF MISSISSIPPI DESOTO COUNTY
I certify that this instrument was filed for record at 10 o'clock
30 minutes A. M. on the 7 day of April 1976, and that the same has
been recorded in Book 198 page 230 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 8 day of April 1976.
Fees 2.50 SEAL H. H. Ferguson CLERK

BANK OF WALLS,
Branch Office of Tunica County Bank — GRANTOR

TO

SUBORDINATION AGREEMENT

THE FEDERAL LAND BANK
OF NEW ORLEANS — GRANTEE

For and in consideration of the sum of ONE DOLLAR ($1.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, BANK OF WALLS, Branch Office of Tunica County Bank, does hereby subordinate and make junior its certain Deed of Trust given by EDWARD LEE WHITTEN, SR. and wife, ANN YATES WHITTEN, for the benefit of said bank, dated March 1, 1976, and recorded in Real Estate Trust Deed Book 197, Page 5 , in the Office of the Chancery Clerk of DeSoto County, Mississippi, to that certain Deed of Trust given by Edward Lee Whitten, Sr. and wife, Ann Yates Whitten, for the benefit of THE FEDERAL LAND BANK OF NEW ORLEANS, dated April 2 , 1976, securing the principal sum of $100,000.00, and to be filed for record in the Office of said Clerk.

The Deed of Trust lien hereby subordinated affects the land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

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

BEGINNING at the Northeast Corner of the Southeast Quarter of the said Section 26; 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.

In all other respects said Deed of Trust recorded in Book 197, Page 5 shall remain in full force and effect.

The Chancery Clerk of DeSoto County, Mississippi, is hereby authorized to record this Subordination Agreement upon the Land Records of DeSoto County, Mississippi, and to properly note upon the margins of both of said Deeds of Trust a notation of this conveyance.

WITNESS the signature of the Grantor this, the 12th day of March, 1976.

BANK OF WALLS,
Branch Office of Tunica County Bank
Walls, Mississippi

By O'Dell A. Sanders
(Name) O'Dell A. Sanders
PRESIDENT
(Title)

STATE OF MISSISSIPPI
COUNTY OF DeSOTO

THIS DAY personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, O'DELL A. SANDERS, the President of BANK OF WALLS, Branch Office of Tunica Co. Bank, who acknowledged that he signed and delivered the foregoing Subordination Agreement on the date mentioned therein and for the purposes expressed as the act and deed of said bank, he being authorized so to do.

GIVEN under my hand and Official Seal this, the 12th day of March, 1976.

(SEAL)

Mrs W. A. Russell
NOTARY PUBLIC

My Commission Expires: My Commission Expires Nov. 4, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock PM minutes P. M. 7 day of April 1976, and that the same has been recorded in Book 198 Page 231 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 8 day of April 1976.

Fees $3.50 pd.

SEAL H. P. Ferguson CLERK

CANCELLED BY AUTHORITY. RECORDED IN BOOK 418 PAGE 574
THIS 22 DAY OF Oct. 19 87
W.B. Ferguson D.C.
Chancery Clerk

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

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N. M. S. & L. LOAN NUMBER HL-106

DEED OF TRUST

This Deed of Trust, made this 7th day of APRIL, 19 76, between W. W. DOLLAHITE, (a/k/a William Wayne Dollahite), and wife, PATRICIA E. DOLLAHITE,

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 TWENTY THOUSAND AND NO/100 - Dollars ($ 20,000.00), 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, 19 96, 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 ~~the~~ -of- DeSoto County, Mississippi, described as follows:

Lot 2 in Roy McGowan Subdivision as shown by the revised plat recorded in Plat Book 6, Page 47 in the Office of the Chancery Clerk of said County in Section 24, Township 2 (South), Range 9 (West), 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 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 thereif (all said property being herein referred to as "the premises").

Assignment of this Instrument Recorded in Real Est. T/D Book
No. 335 Page 240
This the 3 day of April 19 85
H.Y. Ferguson Clerk

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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 reinstate, 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 at 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 those 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.

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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.

W. W. DOLLAHITE

PATRICIA E. DOLLAHITE

STATE OF MISSISSIPPI
COUNTY OF DESOTO } ss.:

This day personally appeared before me, the undersigned officer in and for the Jurisdiction aforesaid, the within-named W. W. DOLLAHITE, and wife, PATRICIA E. DOLLAHITE,

who acknowledged to me that they signed and delivered the foregoing instrument of writing on 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 7th day of APRIL, 1976

NOTARY PUBLIC

My commission expires My Commission Expires May 15, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock
55 minutes P. M. 7 day of April 1976, and that the same has
been recorded in Book 198 Page 233 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 8 day of April 1976.
Fees $ 5.00 pd. SEAL H. H. Ferguson CLERK

F-1955-A (Ala. & Miss.)
Rev. 11/75

PARTIAL RELEASE

FLB NOS. 196330-51 & 208444-01

STATE OF Mississippi
COUNTY/PARISH OF DeSoto

For value received, THE FEDERAL LAND BANK OF NEW ORLEANS, being the present owner of the indebtedness secured by that certain mortgage or deed of trust executed by Edward Lee Whitten, Sr.; Ann Yates Whitten; Henry L. Yates; Martha K. Yates, recorded in Book 103, Page 167, of the land mortgage records of DeSoto County, Mississippi, and the indebtedness secured by that certain mortgage or deed of trust executed by Luby Jones and Margaret A. Jones, recorded in Book 143, Page 360, of the land mortgage records of DeSoto County, Mississippi, does hereby release from said mortgages (deeds of trust) the following:

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

BEGINNING at the Northeast Corner of the Southeast Quarter of the said Section 26; 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.

Except as hereinabove provided, said Deed of Trust shall remain in full force and effect.

Signed for Identification:
THE FEDERAL LAND BANK OF NEW ORLEANS

By Federal Land Bank Association of Senatobia

By Bill K Roberts, President
Bill K. Roberts

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In witness whereof THE FEDERAL LAND BANK OF NEW ORLEANS, acting in its own behalf or acting through the Federal Land Bank Association of Senatobia, Mississippi under a duly recorded power of attorney, has affixed its signature this 1st day of April, 19 76.

THE FEDERAL LAND BANK OF NEW ORLEANS
BY: FEDERAL LAND BANK ASSOCIATION OF
Senatobia, Mississippi

BY: Bill K Roberts
Its President

STATE OF Mississippi
COUNTY/PARISH OF Tate

I, the undersigned Notary Public in and for said County/Parish and State, hereby certify that Bill K Roberts, whose name as President of the Federal Land Bank Association of Senatobia, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me, on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, signed and delivered the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 30 day of April, 1976.

Brenda J. Parker
Notary Public

(SEAL)

My commission expires My Commission Expires May 8, 1979

STATE OF MISSISSIPPI
COUNTY
I certify that this instrument was filed for record at 3 o'clock
on the 7 day of April, 1976, and that the same has
been duly recorded in Book No. 198 of REAL ESTATE Trust Deed
Page 237
Witness my hand this 8 day of April, 1976.
H. H. Ferguson

3.00

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

MILDRED STEELE,

of the first part, hereinafter designated as the Grantor,

WILLIAM W. BALLARD, Trustee, of the second part, hereinafter designated as Trustee, and

HAVIS W. CHAMBERS and wife, JUANITA V. CHAMBERS,

of the third part, hereinafter designated as the Beneficiary.

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

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

($ 26,000.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 8 3/4 per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit: in ten (10) annual principal installments in the amount of TWO THOUSAND SIX HUNDRED AND NO/100 DOLLARS ($2,600.00) each, with the first of said annual principal installments being due and payable on the 1st day of April, 1977, and one of said annual principal installments being due and payable on or before the same day of each consecutive year thereafter, until all of said principal indebtedness shall be paid in full, with interest on the unpaid principal balance payable annually with each of said annual principal installments.

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 orfor 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 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 Two (2), Township Three (3), Range Seven (7),

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

COMMENCING at a cotton picker spindle recognized as the northwest corner of Section 2, Township 3, Range 7 West, DeSoto County, Mississippi; thence N85°-10' E - 40.0 feet along the north line of said section to a point; thence S04°-50' E - 40.0 feet to a point being the intersection of the south right of way of Byhalia Road and the east right of way of Malone Road, said point being the northwest corner and the point of beginning of the described tract; thence N85°-10' E - 239.34 feet along the south right of way of Byhalia to an iron pin; thence S04°-50' E - 182.00 feet to an iron pin; thence S85°-10' W - 239.34 feet to an iron pin in the east right of way of Malone Road; thence N04°-50' W - 182.00 feet along said east right of way of Malone Road to the point of beginning, containing 1.0 acres, more or less, as per the survey of Walter R. Powell, R.L.S., Mississippi No. LS 1685, dated March 17, 1976.

Copyright Mississippi Bankers Association

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 7th day of April, 19 76.

Mildred Steele
MILDRED STEELE

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

MILDRED STEELE, who ~~severally~~ acknowledged that she

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

Given under my hand and official seal, this the 7th day of April, 19 76.

My Commission Expires: My Commission Expires May 6, 1978

Jane McInroe Estes
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock
A. M., on the 8 day of April 1976, and that the same has
been recorded in Book 239 of records of REAL ESTATE Trust Deed
of said county.

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

Fees $5.00 pd.

SEAL D. G. Ferguson CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

MILDRED STEELE,

of the first part, hereinafter designated as the Grantor,

WILLIAM W. BALLARD, Trustee, of the second part, hereinafter designated as Trustee, and

HAVIS W. CHAMBERS and wife, JUANITA V. CHAMBERS,

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the ~~DX~~ principal sum of

TWO THOUSAND AND NO/100----------DOLLARS

($ 2,000.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 8 3/4 per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit: in ten (10) annual principal installments in the amount of TWO HUNDRED AND NO/100 DOLLARS ($200.00) each, with the first of said annual principal installments being due and payable on or before the 1st day of April , 1977, and one of said annual principal installments being due and payable on or before the same day of each consecutive year thereafter, until all of said principal indebtedness shall be paid in full, with interest on the unpaid principal balance payable annually with each of said annual principal installments.

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 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 Two (2), Township Three (3), Range Seven (7),

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

COMMENCING at a cotton picker spindle recognized as the northwest corner of Section 2, Township 3, Range 7 West, DeSoto County, Mississippi; thence N85°-10'E - 279.34 feet along the north line ofsaid section to a point; thence S04°-50' E - 40.00 feet to an iron pin set in the south right of way of Byhalia Road, said iron pin being the northwest corner and the point of beginning of the described tract; thence N85°-10' E - 239.34 feet along the south right of way of Byhalia Road to an iron pin; thence S04°-50' E - 182.00 feet to an iron pin; thence S85°-10' W - 239.34 feet to an iron pin; Thence N04°-50' W - 182.00 feet to the point of beginning, containing 1.0 acres, more or less, as per the survey of Walter R. Powell, R.L.S., Mississippi No. LS 1685, dated March 17, 1976.

Copyright Mississippi Bankers Association

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 7th day of April, 19 76.

Mildred Steele
MILDRED STEELE

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

MILDRED STEELE, who acknowledged that she

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

Given under my hand and official seal, this the 7th day of April, 19 76.

My Commission Expires: My Commission Expires May 6, 1978

Jane McInnis Estes
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that this instrument was filed for record at 8 o'clock
A. M. on the 8 day of April 1976, and that the same has
been recorded in Book 198 of REAL ESTATE Trust Deed
Page 242

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

Fees $ 5.00 pd.

SEAL H. G. 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 Willie McMahon, and his wife, Martha McMahon, Parties

of the first part, hereinafter designated as the Grantor, F. C. Holmes, Jr.

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 Twelve Thousand, Seven Hundred Seventy Seven and no/100 DOLLARS ($12,777.00) evidenced by their 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 $12,777.00 is evidenced by Grantors one installment note for said amount, bearing interest at the rate provided in said note, and is due and payable in 60 monthly installments of principal and interest of $212.95 each, with the first of said installments due on or before May 10, 1976 and with one of said installments due on or before the 10th day of each succeeding month thereafter untilsaid indebtedness is paid in full,and bears interest at the rate of10% per annum after maturity.

And said note is also executed by Melvin Leakes, and wife, Dorothy N. Leakes, of Memphis, Tennessee, as joint and several obligors.

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:
Ten (10) acres, situated in the Southeast Quarter of Section Twenty Seven (27), Township Two (2) South, Range Seven (7) West, and more particularly described as follows, to-wit: Beginning at a point that is 414.32 feet South of the Northeast corner of said Quarter Section, and on the East Section line of said Section; thence South 85 degrees 00 minutes West 1793.2 feet to a point; thence South 5 degrees 00 minutes East 242.9 feet to a point; thence North 85 degrees 00 minutes East 1793.2 feet to the East line of said Section; thence North 5 degrees 00 minutes West along said Section line and along Malone Road, 242.9 feet to the point of beginning, and as said lands are shown by corrected survey plat of Billy D. Gray, C. E., dated January, 1970. And being the same lands conveyed to Grantors by Warranty Deed dated August 8,1964, of Record in Deed Book 58, Page 480, and by Correction Warranty Deed dated January 13, 1970, and of record in Deed book 83, Page 120, all in the Deed Records of DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

Grantors covenant and warrant that this is a first trust deed lien against said lands, the funds being advanced and secured by this trust deed being primarly for the purpose of discharging an existing trust deed indebtedness against said lands held by D. B. Bridgforth and Co.

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 7th day of April 1976

Willie McMahon

Willie McMahon

Martha McMahon

Martha McMahon

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 Willie McMahon and his wife, Martha McMahon, who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 7th day of April 1976

My Commission Expires: My Commission Expires May 2, 1979

Beverly B Seat
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
A. M. 8 day of April 1976, and that the same has
been recorded in Book 198 Page 245 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 8 day of April 1976.

Fee $5.00 pd

W. H. Ferguson

248

FOR REAL ESTATE, CHATTEL OR BOTH

ROBERT HINDS, ET UX
GRANTORS

To { DEED OF TRUST

SECURITY BANK OF HERNANDO, BENEFICIARY

THIS INDENTURE, Made this 5th day of April 19 76
between Robert Hinds and wife, Sarah Johnston Hinds
of the first part,
and Security Bank of Hernando of the second part,
WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part y of the second part in the sum of Two Thousand Four Hundred Dollars ($2,400.00), evidenced by one promissory note of even date bearing ten (10%) percent interest per annum due and repayable on or before December 1, 1976.

~~and ~~ further ~~ that the party of the second part may furnish the party of the first part during the year 19 ~~ to exceed ~~ and the part ies of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by Joel P. Walker Trustee, the part ies of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~ products of every kind that may ~~ family, or any tools working cattle ~~ or ~~ cultivated or ~~ farming implements of every kind and ~~

The land in DeSoto County, Mississippi described as follows, to-wit:

Begin at a point 1,408.2 feet south and 182 feet east of the Northwest corner of the Northwest Quarter of Section 29, Township 2, Range 7 at the Northeast corner of the Willy Brody tract; thence south with the east line of Brody, Hinds and Wright land 509.5 feet to a stake; thence east with the north line of Hardick 182 feet to a stake in the west line of the Frank Bridgforth tract; thence north with the west line of Frank Bridgforth and Robert Bridgforth 509.5 feet to a stake in the south line of the Napoleon Baptist tract; thence west with the south line of Baptist 182 feet to the point of beginning, containing 2 acres, more or less.

ALSO 1/2 acre described as beginning at a stake 1,408.2 feet south and 10 feet east of the northwest corner of Section 29, Township 2, Range 7; thence south 409.8 feet to the point of beginning; thence south 100 feet; thence east 171 feet; thence north 100 feet; thence west 171 feet to the point of beginning and being the same land described by deed in Book 55, page 504.

The first party covenants and agrees to maintain fire and extended coverage insurance on the dwelling house located on the second tract described above with loss payable clause in favor of the second party as interest may appear during the life of this trust deed.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the 1st day of December 1976, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law, in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part y of the second part, 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

Robert Hinds
Robert Hinds

Sarah J. Hinds
Sarah Johnston Hinds

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me, the undersigned authority of said County, the within named Robert Hinds and wife, Sarah Johnston Hinds 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 5th day of April 1976

My commission expires: 3-24-79 (SEAL)

Sarah J. Bethune XXX
By Notary Public XXXX

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
COUNTY
I certify that this instrument was filed for record at 3 o'clock
45 minutes P. M. on the 8 day of April 1976, and that the same has
been recorded in Book 198 Page 248 records of REAL ESTATE Trust Deed

8 April 1976.

H. H. Ferguson

2.50

THIS INSTRUMENT WAS PREPARED BY

This instrument prepared by: TOMMY BAKER, COMMERCIAL BANK, MEMPHIS, TENNESSEE

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Register's Office of Shelby County, Tennessee, certain real property was conveyed by the hereinafter named grantor, to Jack H. Patrick as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed; and

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

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

GRANTOR	Date of Instrument	Recorded	Description of Property
James C Poole & wife, Betty H.	3-18-75	Book 184 Page 69	Lot 422, Section "B", Southaven, Sub., Section 23, Towship 1, South, Range 8 West, Plat Book 2, Pages 14, 15, & 16, Chancery Court Clerk, DeSoto County, Miss.

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

The undersigned, Commercial and Industrial Bank, covenants with the said grantor that he the legal owner and holder of the notes described in and secured by said trust deed, and that he ha the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said Commercial and Industrial Bank has hereunto set its hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 31st day of March 19 76.

Commercial and Industrial Bank

Jim Smith

Jim Smith, Asst Vice President

STATE OF TENNESSEE }
COUNTY OF SHELBY }

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

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

_____
Notary Public

My commission expires _____ day of _____ 19____

STATE OF TENNESSEE }
COUNTY OF SHELBY }

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared Jim Smith with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Asst Vice President of the Commercial & Industrial Bank the within named bargainor, a corporation, and that he as such Asst Vice President being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Asst Vice President.

WITNESS my hand and seal at office in Memphis, Tennessee, this 31st day March 19 76.

My commission expires MY COMMISSION EXPIRES SEPTEMBER 3, 1979 day of _____ 19____

L. G. Curry
Notary Public

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

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 8 day of April 1976, and that the same has been recorded in Book 198 Page 249 records of REAL ESTATE Trust Deed of said County.

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

Fees 2.50

H. P. Ferguson CLERK

250

THIS INSTRUMENT WAS PREPARED BY
TOMMY RAMER,
COMMERCIAL & INDUSTRIAL BANK
MEMPHIS, TENNESSEE

This instrument prepared by:_____

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed___, heretofore recorded in the Register's Office of DeSoto County, Mississippi, certain real property was conveyed by the hereinafter named grantor___, to Jack H. Patrick as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed---; and

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

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

GRANTOR	Date of Instrument	Recorded	Description of Property
James H. Davis & wife, Dortha N.	7-3-74	Book 177 Page 198	PARCEL I- Lot 8, White Oaks Sub., Section 31, Township 1, South Range 7 West, Plat Book 7, Page 1, DeSoto County. PARCEL II- Lot 165H, Sec. F, Southaven West Sub., Sec. 22, Township 1(S), Range 8 (W), Plat Book 3, Pages 29 & 30, DeSoto County,

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

The undersigned, Commercial and Industrial Bank, covenants with the said grantor___ that ___he___ the legal owner___ and holder___ of the notes described in and secured by said trust deed, and that___ he___ ha___ the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said Commercial and Industrial Bank has hereunto set its hand___ (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 26th day of March 19 76.

Commercial and Industrial Bank

By: Jim Smith, Asst Vice President

STATE OF TENNESSEE }
COUNTY OF SHELBY }

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

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

_____ Notary Public

My commission expires _____ day of _____, 19____.

STATE OF TENNESSEE }
COUNTY OF SHELBY }

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared Jim Smith and who, upon oath, acknowledged himself to be the Asst Vice President of the Commercial & Industrial Bank, the within named bargainor, a corporation, and that he as such Asst Vice President being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Asst Vice President.

WITNESS my hand and seal at office in Memphis, Tennessee, this 26th day of March, 19 76.

My commission expires MY COMMISSION EXPIRES SEPTEMBER 24, 1979 day of _____, 19____.

Notary Public

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

STATE OF MISSISSIPPI, COUNTY
I certify that the within instrument was filed for record at 10 o'clock
A. M. on the 30 day of March 1976, and that the same has
been recorded in Book 198 of the records of REAL ESTATE Trust Deed
Page 250.

Witness my hand this 8 day of March 1976.

H. R. Ingram, Chancery Clerk

$ 2.50

CANCELLED BY AUTHORITY RECORDED IN BOOK 261 PAGE 357
THIS 21 DAY OF July 1980
H. G. Ferguson
CHANCERY CLERK

USDA-FmHA
Form FmHA 427-1 MS
(Rev. 5-14-74)

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS INDENTURE, made and entered into this day, April 8, 1976 (Date)

by and between the undersigned Earl A. Read and Beulah S. Read, his wife

residing in DeSoto County, Mississippi, whose post office address is Box 106, Lake Cormorant, Mississippi 38641,

grantor(s), herein called "Borrower," and Thomas A. Whitehead, County Supervisor Farmers Home Administration

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*
April 8, 1976	Fifty-Eight Thousand Nine Hundred Ninety Dollars ($58,990.00)	Five Percent (5%)	April 8,1981
April 8, 1976	$42,500.00	Nine Percent (9%)	April 8, 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:

The following described land in DeSoto County, Mississippi, to-wit:

A tract of land in Section Twenty-Four (24), Township Two (2), Range Ten (10) West in DeSoto County, Mississippi, more particularly described as beginning at a point on the South line of Starr Landing Road, said point being fifteen (15) feet South and three hundred twenty-four and sixteen hundredths (324.16) feet East of the Northwest corner of Section Twenty-four (24), Township Two (2), Range Ten (10) West, DeSoto County, Mississippi; thence South 84° 30' East along the said South line of Starr Landing Road a distance

of one hundred and seventy-five (175.0) feet to a point; thence South 5° 30' West a distance of three hundred seventy-three and thirty-seven hundredths (373.37) feet to a point; thence North 84° 30' West a distance of one hundred seventy-five (175.0) feet to a point; thence North 5° 30' East a distance of three hundred seventy-three and thirty-seven hundredths (373.37) feet to the point of beginning, containing an area of one and five tenths (1.5) acres, more or less. All bearings are magnetic.

This Deed of Trust is second to that Deed of Trust in favor of Wortmann & Mann, Inc., dated March 11, 1969 recorded in Book 108 at Page 221.

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.

Earl A. Read

Earl A. Read

Beulah S. Read

Beulah S. Read

STATE OF MISSISSIPPI

COUNTY OF Tunica

ss: ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within-named Earl A. Read and Beulah S. Read, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under may hand and official seal this 8th day of April, 1976.

Nancy P. Butler

(Signature)

Notary Public

(Title)

(SEAL)

My Commission Expires: August 12, 1978

STATE OF MISSISSIPPI COUNTY

I certify that the instrument was filed for record at 2 o'clock

45 P 8th day of April 1976, and that the same has

been recorded in the 198 251 records of REAL ESTATE Trust Deed

of said County.

Witness my hand this 9th day of April 1976.

5.00

H. H. Thompson

Clerk

CANCELLED BY AUTHORITY, RECORDED IN BOOK 1947 PAGE 607
THIS 19th DAY OF March 2004
W. E. Davis CHANCERY CLERK
by P. Stuckey D.C.

Assignment of this Instrument Recorded in Real Estate T/D Book No. 223 Page 107
This the 28 day of March 19 28
H. D. Ferguson Clerk

Assignment of this Instrument recorded in Real Estate T/D Book No. 198 Page 328
This the 12 day of April 19 76
H. D. Ferguson Clerk

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

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 7th day of April, 19 76, by and between David H. Pratt and wife, Rebecca Sue J. Pratt

, hereinafter called the Grantor;
Max B. Ostner, Jr. , hereinafter called the Trustee, and

JAMES E. MCGEHEE AND COMPANY, INC. , a corporation organized and existing under the laws of Tennessee , having its principal office and post-office address at 2200 Commerce Square, Memphis, Tennessee 38103 , hereinafter called the Beneficiary:

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

Lot 20, 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.

ASSIGNMENT RECORDED IN BOOK 329 PAGE 329 THIS 13 DAY OF Oct 1986
H. D. Ferguson CHANCERY CLERK
D.S.

Chase Mtg Company
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN Real Estate T/D BOOK
NO. 1121 PAGE 160
THIS THE 17 DAY OF June 19 99
W. E. Davis CHANCERY CLERK
By: M. Cabi D.C.

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

Chase manhattan mtg. Corp.
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN real estate T/D BOOK
NO. 775 PAGE 536
THIS THE 14 DAY OF Aug 19 95
W. E. Davis CHANCERY CLERK
By: M. Davis D.C.

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

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Thirty-four thousand Nine hundred fifty & no/DDollars ($ 34,950.00), with interest from date at the rate of Eight per centum (8 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of James E. McGehee and Company, Inc. , 2200 Commerce Square in Memphis, Tennessee 38103 , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Fifty-six & 53/100 Dollars ($ 256.53), 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 Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

David H. Pratt

David H. Pratt

Rebecca Sue J. Pratt

Rebecca Sue J. Pratt

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 David H. Pratt and Rebecca Sue J. Pratt, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 7th day of April, 19 76.

Barbara D. Crenshaw

Notary Public

My commission expires:

[illegible] 19 [illegible]

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

said County,
g conveyance
office on the
April
day of
, 19

STATE OF MISSISSIPPI COUNTY
I certify that instrument was filed for record at 2 o'clock
35 minutes P 8th day of April 1976, and that the same has
been recorded in Book 198 255 records of REAL ESTATE Trust Deed
of said county.
Witness my hand the 9th day of April 1976.
Fees 5.00

H. H. Ferguson

Re-Assignment of this Instrument Recorded in Real Estate Trust Deed Book No. 199 Page 639 This the 13 day of May 19 76
H. D. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate Book No. 198 Page 394 This the 14 day of April 19 76
H. D. Ferguson Clerk

CANCELLED BY AUTHORITY, RECORDED IN BOOK 477 PAGE 577 THIS 17th DAY OF July 19 89
W. C. Davis Chancery Clerk
by D. Taylor, D.C.

VA Form 26-6321 (Home Loan) Revised January 1974. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 6th day of April, 1976, by and between

RALPH B. SMITH and wife, OLLIE L. SMITH

, hereinafter called the Grantor;
John Land McDavid, hereinafter called the Trustee, and

BAILEY MORTGAGE COMPANY, a corporation organized and existing under the laws of the State of Mississippi, having its principal office and post-office address at 161 East Amite 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 490, Section B, Southaven Subdivision, in Section 23, Township 1 South, Range 8 West, as shown on the revised plat of said Subdivision which is recorded in Plat Book 2, Pages 14, 15, and 16, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

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

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

re recorded
Assignment of this Instrument Recorded in Real Estate TD Book No. 254 Page 601 This the 16 day of Jan 19 80
H. D. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate TD Book No. 251 Page 727 This the 8 day of Nov 19 79
H. D. Ferguson

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

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Twenty-Seven Thousand Five Hundred & no/100 Dollars ($27,500.00), 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 Bailey Mortgage Company, 161 East Amite Street in Jackson, Mississippi , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Sixteen and 43/100 Dollars ($216.43), 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 , ~~xx~~

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

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

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

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

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

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

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

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

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

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

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

Ralph B. Smith

Ralph B. Smith

Ollie L. Smith

Ollie L. Smith

STATE OF MISSISSIPPI,
COUNTY OF DeSoto } ss:

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

Given under my hand and seal this 6th day of April, 1976.

Bobbie M. Braswell
Notary Public

My Commission expires:
February 19, 1980

SIPPI

ust

11:50 A.M.

of said County,
ing conveyance
is office on the
day of
, 19

515215

Court of Chancery.

STATE OF MISSISSIPPI, COUNTY
I certify that the within instrument was filed for record at 11 o'clock
been recorded in the records of REAL ESTATE Trust Deed
of said county, this 9th April 1976.

50 mins A 8th 198 259 April

9th April

Fees 5.00

H. R. Stegner

RELEASE

For a valuable consideration, the receipt of which is hereby acknowledged, the undersigned Clarksdale Production Credit Association hereby releases and discharges the liens of the following deeds of trust, executed by Earl A. Read and Beulah Read and recorded in the offices of the Chancery Clerk of DeSoto County, Mississippi:

Book 182 Page 183 Dated 12-17-1974

The Clerk of the Chancery Court of said county is hereby authorized and directed to mark all of the above deeds of trust satisfied and cancelled on his records.

WITNESS the signature and seal of Clarksdale Production Credit Association on this the 7 day of April, 19 76.

CLARKSDALE PRODUCTION CREDIT ASSN.

BY Jerry M. Gillespie
~~Secy-Treas.~~ Vice President

STATE OF MISSISSIPPI

COUNTY OF COAHOMA

This day personally appeared before me, the undersigned Notary Public in and for said County and State, the within named Jerry M. Gillespie, Vice President who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this the 7 day of April, 1976.

My Commission Expires Nov. 29, 1979

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A M. 8th day of April 1976, and that the same has
been recorded in Book 198 of the records of REAL ESTATE Trust Deed
of said County.

9th April 1976.

2.50

264

6106 [illegible], 38671

REAL PROPERTY AGREEMENT RELEASE

WHEREAS, By the hereinafter described real property agreement, heretofore recorded in the Register's Office of Shelby County, Tennessee, certain real property was conveyed by the hereinafter named grantor, to NATIONAL BANK OF COMMERCE, MEMPHIS, TENNESSEE as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such real property agreement; and

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

WHEREAS, Said real property agreement are briefly described as follows, to-wit:

GRANTOR	Date of Instrument	Recorded	Description of Property
BILL J. KRALIS T INA J. KRALIS	JUNE 21, 1972	Book 144 Page 156	LOT 164, SECTION C, TWIN LAKES SUBDIVISION, DESOTO COUNTY, MISSISSIPPI

NOW, THEREFORE, in consideration of the premises the undersigned NATIONAL BANK OF COMMERCE, MEMPHIS, TENNESSEE as legal owner and holder of the notes secured by said real property agreement acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said real property agreement, and to this end quit claim, and convey to said grantor, it's heirs and assigns all it's right, title, and interest in and to the real estate described in said real property agreement, to which reference is made for a more particular description of said property.

The undersigned, NATIONAL BANK OF COMMERCE, MEMPHIS, TENN. covenants with the said grantor, that they the legal owners and holders of the notes described in and secured by said real property agreement and that they have the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said NATIONAL BANK OF COMMERCE, MEMPHIS, TENN. has hereunto set it's hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 6th day of APRIL 19 76.

NATIONAL BANK OF COMMERCE, MEMPHIS, TENN.

Gary D. Cantrell

BY: GARY D. CANTRELL, INSTALLMENT LOAN OFFICER

STATE OF TENNESSEE
COUNTY OF SHELBY

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

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

_____
Notary Public

My commission expires _____ day of _____, 19____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared GARY D. CANTRELL, INSTALLMENT LOAN OFFICER with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the INST. LOAN OFFICER of the NATIONAL BANK OF COMMERCE, MEMPHIS, TENN. the within named bargainor, a corporation, and that he as such INST. LOAN OFFICER being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as INST. LOAN OFFICER.

WITNESS my hand and seal at office in MEMPHIS, TENNESSEE, this 6th day of APRIL, 19 76.

R. C. Willet Jr.
Notary Public

My commission expires 22nd day of NOVEMBER A.D. 76.

45 A 8 dl 198 April 264 11

9 dl April

2.50

PREPARED BY:
SIDNEY M. KATZ, ATTY.
8041 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 Kenneth W. Miller, Jr., and wife, Betty F. Miller, to Delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated March 16th, 19 76, securing a note in the sum of $ 26,900.00, recorded in Book 197, Page 579, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

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

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of $ 26,900.00, plus interest at the rate of 7 3/4 % per annum, the first monthly installment being due the 1st day of April, 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 29th day of March, 19 76.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Senior Vice President

ATTEST:

S. J. Weissmann
Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

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

GIVEN UNDER MY HAND and seal of office, this the 29th day of March, 19 76.

My Commission Expires Sept. 13, 1977

NOTARY PUBLIC

2/71/226

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock
[illegible] 1976, and that the same has
been recorded in Book [illegible] of REAL ESTATE Trust Deed
of said County.

50 P 8 d 198 265 April 9 d April

2.50

266

PREPARED BY:
SIDNEY M. KATZ, ATTY.
6041 KNIGHT-ARNOLD ROAD
MEMPHIS, TENN. 38115

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, that certain Deed of Trust executed by Kenneth H. Tucker and wife, Peggy L. Tucker to Delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated March 22nd, 19 76, securing a note in the sum of $ 26,650.00, recorded in Book 197, Page 575, 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 $ 26,650.00, plus interest at the rate of 7 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 29th day of March, 19 76.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Senior Vice President

ATTEST:

S. J. Weissmann
Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

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

GIVEN UNDER MY HAND and seal of office, this the 29th day of March, 19 76.

My Commission Expires Sept. 13, 1977

NOTARY PUBLIC

2/71/226

50 P 8 dl 198 266 April 9 dl April

2.50

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

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, that certain Deed of Trust executed by BOBBY R. WINTER AND WIFE, BONNIE J. WINTER to DELTA TITLE COMPANY, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated February 24th, 1976, securing a note in the sum of $ 26,950.00, recorded in Book 197, Page 490, 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 $ 26,950.00, plus interest at the rate of 7.75 % per annum, the first monthly installment being due the 1st day of April, 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 29th day of March, 19 76.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Senior Vice President

ATTEST:

S. J. Weissmann
Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

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

GIVEN UNDER MY HAND and seal of office, this the 29th day of March, 19 76.

My Commission Expires Sept 13, 1977

NOTARY PUBLIC

2/71/226

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock
1976, and that the same has
Deed of Trust Deed
REAL ES

50 P 8d 198 267 April

9d April

2.50

268

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 Harmon M. Mullins and wife, Judy H. Mullins, to Delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated March 18th, 1976, securing a note in the sum of $ 38,900.00, recorded in Book 197, Page 500, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

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

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of $ 38,900.00, plus interest at the rate of 7 3/4 % per annum, the first monthly installment being due the 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 29th day of March, 19 76.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Senior Vice President

ATTEST:

S. J. Weissmann
Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

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

GIVEN UNDER MY HAND and seal of office, this the 29th day of March, 19 76.

My Commission Expires Sept. 13, 1977

Judith Combs
NOTARY PUBLIC

2/71/226

50 P 8th April 198 268

1 o'clock

9th April

2.50

CANCELLED BY AUTHORITY RECORDED IN BOOK
218 PAGE 794
THIS 28 DAY OF Nov. 1977
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1958)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

JAMES LEROY WATKINS and wife, BETTY P. WATKINS,

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 THREE HUNDRED EIGHTEEN AND 24/100 - - - - - - - -DOLLARS

($ 3,318.24) 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:

Twenty-Four (24) equal monthly payments of $138.26 each, the first payment being due and payable on the 8th day of May, 1976, with a like payment being due and payable on the 8th day of each and every successive month thereafter until paid in full, the 24th and final payment being due and payable on the 8th day of April, 1978.

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, Revised Plan, Section "C", in Carriage Hills Subdivision in Section 24, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 3, Pages 38 & 39 in the Office of the Chancery Clerk of said county.

Copyright Mississippi Bankers Association

Together with all the heroditaments 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 evidanced by note, open account, over-draft, endorsement, guaranty or otherwise.

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 6 day of April, 19 76.

James Leroy Watkins

Betty P. Watkins

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 LEROY WATKINS and wife, BETTY P. WATKINS, 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 6 day of April, 1976.

My Commission Expires: My Commission Expires Nov. 24, 1979.

Donna J. Ray
Notary Public

(SEAL)

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198 269

Fees $ 5.00 pd

9 dy April
D. G. Ferguson

272

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 19, 1972, executed by Stanley Wiygle and wife, Fannie L. Wiygle to Delta Title Company as Trustee (s) National Mortgage Company as Beneficiary, which Deed of Trust is recorded in Book 145, Page 507, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned National 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 Stanley Wiygle and wife, Fannie L. Wiygle, the following described property located in DeSoto County, Mississippi, to-wit:

Lot 732, Sec. B, South 1/2 and Section East of Cow Pen Creek, in DeSoto Village Subdivision on Sec. 33, Township 1 South, Range 8 West as shown by the plat recorded in Plat Book 8, Pages 16-21 in the office of the Chancery Clerk of said County: being the same property conveyed by Warranty Deed recorded in Book 97, Page 287 in said Clerk's office.

To have and to hold the aforedescribed real property unto the said Stanley Wiygle and wife, Fannie L. Wiygle 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 6th day of April, 1976.

ATTEST: Stanley L. Wender

STANLEY WENDER, SECRETARY

NATIONAL MORTGAGE COMPANY

By: FRANK ROBINSON
TREASURER COMPTROLLER

STATE OF TENNESSEE
COUNTY OF SHELBY

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction, Frank Robinson and Stanley L. Wender, the Treasurer Comptroller and Secretary, 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 6th day of April, 1976.

Helen Lyle
Notary Public

My Commission expires:

My Commission Expires September 1, 1978

STATE OF MISSISSIPPI
COUNTY
I certify that this instrument was filed for record on the 11 o'clock
of April, 1976, and that the same has
been recorded in the real estate records of said

45 A 8 dl 198 272 April

4 dl April

2.50

R.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 - Horn Lake Branch, of Horn Lake, Mississippi, the beneficiary, does hereby certify that a certain trust deed bearing date the 16th day of October 19 75, made and executed by JOHN D. MAY and wife, KATHY H. MAY, of , to said bank, the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No 192 on page 222 of the Record of Trust Deeds, on the 22nd day of October, A. D. 19 75, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

THE HERNANDO BANK

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

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority a Notary Public in and for County and State aforesaid, A. S. BALLARD, JR., the President of THE HERNANDO BANK, who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of said bank, he being authorized so to do.

Given under my hand and seal of office this 6th day of April, A. D. 1976.

My Commission Expires Jan. 7, 1978 (SEAL)

Elsie M. Barbee

NOTARY PUBLIC

My Commission Expires:

LAWRENCE-GREENWOOD 27844

STATE OF MISSISSIPPI, DESOTO COUNTY

I do certify that the within instrument was filed for record at 4 o'clock

05 P 8th April

198 273

9th April

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274

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That FIRST NATIONAL BANK, HERNANDO, MISSISSIPPI, (Formerly: FIRST NATIONAL BANK, Southaven, Mississippi) the beneficiary, does hereby certify that a certain trust deed bearing date the 31st day of January 19 75, made and executed by WILBUR L. BATES and wife, CAROLYN BATES, to said bank, the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No 183 on page 170 of the Record of Trust Deeds, on the 5th day of February, A. D. 19 75, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

(Formerly: FIRST NATIONAL BANK, HERNANDO, MISSISSIPPI
FIRST NATIONAL BANK, Southaven, Miss.)

By: Jack W. Ussery
Jack W. Ussery, PRESIDENT

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority a Notary Public in and for County and State aforesaid, JACK W. USSERY, the President of FIRST NATIONAL BANK, HERNANDO, MISSISSIPPI, (Formerly: First National Bank, Southaven, Mississippi), who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of said bank, he being authorized so to do.

Given under my hand and seal of office this 31 day of March, A. D. 19 76.

(SEAL)

Richard Ann Lipe
NOTARY PUBLIC

My Commission Expires: My Commission Expires July 28, 1979

LAURENCE-GREENWOOD 67844

STATE OF MISSISSIPPI COUNTY

I certify this instrument was filed for record at 4 o'clock
1976 and duly recorded. Book has
REAL ESTATE Page

05 P 8 d April
198 274
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2.50

CANCELLED BY AUTHORITY RECORDED IN BOOK 763 PAGE 769 THIS 2 DAY June 19 85
W. E. Davis CHANCERY CLERK by D. Buchanan D.C.

Assignment of this Instrument Recorded in Real Estate T I D Book No. 199 Page 91
This the 27 day of April 19 76
W. E. Davis, Clerk

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

CORRECTION

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 (herein "Borrower"), Delta Title Company (herein "Trustee"), and the Beneficiary, National Mortgage Company, a corporation organized and existing under the laws of State of Tennessee, whose address is 4041 Knight ARnold Road, Memphis, Tenn. (herein "Lender").

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

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.

This correction deed is being prepared for the purpose of correcting Instrument No. book 197, page 500, in the office of the Chancery Clerk of Desoto County, Mississippi.

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 holders of the indebtedness require flood insurance and same is available under the National Flood Insurance Act of 1968 or subsequent similar legislation; said sum to be used to create additional security and not part of the payment 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.

which has the address of 2436 Sandalwood Drive [Street] Southaven, Miss. [City]
Miss. 38671 [State and Zip Code] (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 18, 1976 (herein "Note"), in the principal sum of Thirty Eight Thousand Nine Hundred and no/100------ Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 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 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 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 .....Desoto.....County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

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

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

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower

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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

STATE OF ~~MISSISSIPPI~~ TENNESSEE, ... SHELBY ..... County ss:

On this ..... 9th ..... day of ..... April ..... 19 76 ., 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.

My commission expires:

Albert J. Lehman .....
Notary Public

My Commission Expires April 5, 1978

(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 1 o'clock 25 minutes P. M. 9 day of April 1976, and that the same has been recorded in Book 198 Page 275 records of REAL ESTATE Trust Deed of said County.

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

Fees: 5.00 SEAL H. H. Ferguson CLERK

CANCELLED BY AUTHORITY, RECORDED IN BOOK 2417 PAGE 194
THIS 24 DAY OF Feb 2006
W.E. Davis
CHANCERY CLERK
By: Janet Knight DC

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

DEED OF TRUST

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

D-77185-SR

THIS DEED OF TRUST, made and entered into this 24th day of MARCH, 19 76, by and between

EUGENE C. PIRANI, JR. AND WIFE, PATRICIA L. PIRANI

PREPARED BY:
SIDNEY M
4041 KNIGHT
MEMPHIS, TENN

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

and existing under the laws of NATIONAL MORTGAGE COMPANY, a corporation organized
and post-office address at STATE OF TENNESSEE, having its principal office
Beneficiary: 4041 KNIGHT ARNOLD ROAD
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 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 1911, SECTION H, SOUTHAVEN WEST SUBDIVISION, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 3, page 35, in Section 22, Township 1 South, Range 8 West, in the office of the Chancery Clerk of Desoto County, Mississippi, to which plat reference is hereby made for a more particular description of said lot, as per survey by Acme Survey Company dated February 19, 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 a corporation organized and existing under the laws of STATE OF TENNESSEE, the payment of a certain promissory note of even date herewith in the principal sum of TWENTY TWO THOUSAND TWO HUNDRED FIFTY AND NO/100----- Dollars ($ 22,250.00----), 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, TENN. 38118
or at such other place as the holder may designate, in writing, in monthly installments of ONE HUNDRED SEVENTY FIVE AND 11/100----- Dollars ($ 175.11-----), 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 (½) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

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

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

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

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The holders of the indebtedness secured hereby shall have the option at any time to require Grantors to pay to the holders of the indebtedness in addition to and concurrent with the monthly installments of principal and interest and escrow for taxes and insurance, a sum equal to one-twelfth of the annual taxes and insurance premiums next to become due as estimated by the holders of the indebtedness (based upon the most recent tax bill or insurance premium notice if such be available) plus one month's additional escrow as a reserve against increases in taxes and insurance premiums which may be levied or charged after the issuance of said tax bill or insurance premium notice. Said sum is to be held in escrow without liability on the part of the holder of the indebtedness for interest thereon, and is 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.

Eugene C. Pirani Jr.
EUGENE C. PIRANI, JR.

Patricia L Pirani
PATRICIA L. PIRANI

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

Personally appeared before me M. Val Jean, the undersigned Notary public in and for the said County, the within named EUGENE C. PIRANI, JR. and PATRICIA L. PIRANI, 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 19 76

My Commission Expires June 11, 1979

M. Val Jean

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 1:35 o'clock P M., on the 8 day of April 19 76, and was recorded in Vol. , Record of Deeds, pages , on the day of 19

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock
55 minutes P M. 8 day of April 1976, and that the same has
been recorded in Book 198 Page 279 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 9th day of April 1976.
H. P. Ferguson CLERK

Fees 5.00

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Lot 37, Tall Oaks 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 James B. Hassell, of Memphis, Tennessee, the beneficiary, does hereby certify that a certain trust deed bearing date the 14th day of June 1971, made and executed by Edward L. Anderson and wife, Ann C. Anderson, of Memphis, Tennessee to Gerald W. Chatham, Trustee for the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Land Trust Deed Record No. 131 on page 3 of the Record of Trust Deeds, on the 13th day of July A. D. 1971, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law. This the 8th day of April, 1976.

James B. Hassell

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 B. Hassell who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 8th day of April A. D. 19 76

My Commission expires:

Deborah B. Ansbro

My Commission Expires July 3, 1978

LAWYERS-GREENWOOD DESOTO

STATE OF MISSIS) COUNTY
I certify that this instrument was filed for record at 10 o'clock
30 A 9th of April 1976, and that the same was
been recorded in 198 282 records of REAL ESTATE Trust Deed
said County.
Witness my hand and seal of office this 9th day of April 1976.

fee 2.50

H. H. Ferguson CH

Assignment of this Instrument [illegible]
Real Estate 70
No. 251 Page 725
This the 8 day of Nov 19 79
H. D. Ferguson

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

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 2nd. day of April, 19 76, by and between

JAMES H. HOOD and wife, ALTA FAYE HOOD

, hereinafter called the Grantor;
John Land McDavid , hereinafter called the Trustee, and

BAILEY MORTGAGE COMPANY

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

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

Lot 1754, Section "G", SOUTHAVEN WEST SUBDIVISION, in Section 22, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 3, Pages 31 and 32, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, or guaranteed under the provisions of the Service Men's Re-adjustment Act of 1944, as amended, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed. Upon any violation of this undertaking, the mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

The mortgagor covenants and agrees that should this mortgage or the note secured hereby not be eligible for guaranty or insurance under the Servicemen's Readjustment Act within 90 days from the date hereof (written statement of any officer or authorized agent of the Veterans Administration declining to guarantee or insure said note and/or this mortgage being deemed conclusive proof of such ineligibility), the present holder of the note secured hereby or any subsequent holder thereof may, at its option, declare all notes secured hereby immediately due and payable.

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

CANCELLED BY [illegible] RECORDED IN BOOK
686 PAGE 639
THIS 2 DAY OF Feb , 19 94
W E Davis
CHANCERY CLERK
by: B Dunnam DC

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

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Twenty-Eight Thousand Five Hundred & no/100 Dollars ($ 28,500.00), 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 Bailey Mortgage Company, 161 East Amite Street in Jackson, Mississippi , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Twenty-Four & 30/100- Dollars ($224.30), commencing on the first day of June , 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 May , 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 Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

James H. Hood
JAMES H. HOOD

ALTA FAYE HOOD
Alta Faye Hood

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me a Notary Public, the undersigned Lee V. Hamberlin in and for said County, the within named James H. Hood and Alta Faye Hood, 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 April, 1976.

Lee V. Hamberlin
Lee V. Hamberlin, Notary Public

My Commission Expires:
6/5/79

Mail Tax Notice to:
Bailey Mortgage Company
161 E. AMite Street
Jackson, Mississippi

STC-33964

THIS INSTRUMENT PREPARED BY:
Lee V. Hamberlin, Attorney
5865 Ridgeway Parkway #104
Memphis, Tennessee 38138

Security Title

...ppi
...st
...10:30
...d County,
...nveyance
...e on the
...il
...day of
..., 19
...Chancery.
525218

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A M. on the 9th day of April 1976, and that the same has
been recorded in Book 198 Page 283 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 9 day of April 1976.
Fees 5.50 SEAL H. H. Ferguson CLERK

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

N. M. S. & L. LOAN NUMBER S-344

DEED OF TRUST

This Deed of Trust, made this 5th day of APRIL, 19 76, between WILLIAM A. REMUS and wife, BEULAH REMUS (a/k/a Beulah Mae Weaver Remus), 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 FIFTEEN THOUSAND & NO/100 - - - - - - - - - - Dollars ($15,000.00), 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, 2001, 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 ~~the~~ DeSoto County, Mississippi, described as follows:

Lot 84, Section "A", Buena Vista Lake Subdivision in Section 13, Township 4, Range 8 West, DeSoto County, Mississippi as shown by plat appearing of record in Plat Book 4, Pages 34-37 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

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

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

together with all 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 Est T/D Book
No. 335 Page 240
This the 3 day of April, 19 85
H. D. Ferguson Clerk

RECORDED BY ABSTRACT RECORDED IN BOOK
353 PAGE 11
576 Dec 19 85
H. D. Ferguson CHANCERY CLERK
D.S.

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 reinstate, 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 falls 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.

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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.

WILLIAM A. REMUS

BEULAH REMUS

STATE OF MISSISSIPPI
COUNTY OF DESOTO } ss.:

This day personally appeared before me, the undersigned officer in and for the Jurisdiction aforesaid, the within-named WILLIAM A. REMUS, and wife, BEULAH REMUS,

who acknowledged to me that they signed and delivered the foregoing instrument of writing on 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 5th day of APRIL 19 76

Deborah B. Austro
NOTARY PUBLIC

My commission expires My Commission Expires January 6, 1980

DEBORAH B. AUSTRO NOTARY PUBLIC

Trust

SAVINGS &
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ss.:

of said County.
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office on the
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M., and was
said County.
, 19
of Chancery

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A M. 9 day of April 1976, and that the same has
been recorded in Book 198 Page 287 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 9th day of April 1976.

SEAL H. H. Ferguson CLERK

Fees $ 5.00 pd.

W. F. R. ... LTD.
P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38

Assignment of this Instrument Recorded in
Real Estate TD
No. 251 Page 724 Book
This the 8 day of Nov 19 79
H. D. Ferguson Clerk

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

DEED OF TRUST

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

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

JOE D. MOORE and wife, FRIEDA G. MOORE,

, hereinafter called the Grantor;

John Land McDavid , hereinafter called the Trustee, and

BAILEY MORTGAGE COMPANY

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

, hereinafter called the

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

Lot 2822, Section N, Southaven West Subdivision, in Section 26, Township 1, Range 8 West, as per plat thereof recorded in Plat Book 5, Pages 8 & 9, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

BAILEY MORTGAGE COMPANY

and existing under the laws of the State of Mississippi , a corporation organized of a certain promissory note of even date herewith in the principal sum of , the payment Hundred Fifty and No/100 -------- Dollars ($ 21,350.00) Twenty-One Thousand Three at the rate of Eight & 3/5 per centum (8 3/5%) per annum on the balance remaining from , with interest from date time to time unpaid; principal and interest being payable at the office of

Bailey Mortgage Company, 161 E. Amite St., in Jackson, Mississippi,

or at such other place as the holder may designate, in writing, in monthly installments of One Hundred Sixty-Eight and 02/100 ----------Dollars ($ 168.02), 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 (½) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

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

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

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

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Joe D. Moore

Joe D. Moore

Frieda G. Moore

Frieda G. Moore

STATE OF MISSISSIPPI,

COUNTY OF DESOTO } ss:

Personally appeared before me Deborah B. Ansbro the undersigned Notary Public in and for the said County, the within named Joe D. Moore and Frieda G. Moore, his wife, who acknowledged that t he y signed and delivered the foregoing instrument on the day and year therein mentioned.

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

My Commission expires:
1-8-80

Deborah B. Ansbro
Notary Public

STATE OF MISSISSIPPI

COUNTY OF } ss:

I, H. G. Ferguson, Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at 10:30 o'clock A M., on the 9th day of April 1976, and was recorded in Vol. , Record of Deeds, pages , on the day of 19

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 9th day of April 1976, and that the same has been recorded in Book 198 Page 291 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this 9th day of April 1976.

Fees 5.00

H. G. Ferguson

GPO 945117

294

o/r 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 26 day of March 1971, made and executed by Kenneth Phillips

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. 126 on page 360

of the Record of Trust Deeds, on the 29 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 7th day of April, 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 7th day of April A. D. 1976.

Elois M. Barbee

My Commission Expires Jan. 7, 1978

LAWRENCE-GREENWOOD 97844

NTI

Filed for record at 10 o'clock

1976, and that the same has

REAL ESTATE Trust Deed

1976.

30 A 9th 198 April 294

9 April

2.50

CANCELLED BY AUTHORITY, RECORDED IN BOOK 1108 PAGE 531
THIS 6th DAY OF May, 1999
W. E. Davis
CHANCERY CLERK
by: B. Starkey DC

CANCELLED BY AUTHORITY, RECORDED IN BOOK 1098 PAGE 578
THIS 5 DAY OF April, 1999
WE Davis by [illegible]
CHANCERY CLERK

Branch Memphis No. Mos 180

Jan 30 19 76

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

Whereas, James A. Taylor and Emily H Taylor

hereinafter called Grantor, being justly indebted to JIM WALTER HOMES, INC., a corporation organized and existing under the laws of the State of Florida and qualified to do business in the State of Mississippi, and having a place of business at Jackson Mississippi, hereinafter called Beneficiary, in the sum of Twenty Thousand Four Hundred Sixty Six Dollars ($ 20,466 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 $ 113 70, the first of said installments being due and payable on the 5 day of Feb. 76, 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 Texas hereinafter called Trustee, the receipt whereof is hereby acknowledged, the Grantor does hereby grant, bargain, sell, convey and warrant unto the John H Texas, Trustee, all the real estate in the County of De Soto State of Mississippi, described as follows:

One Acre lying in the Southwest Quarter of 16, Township 2, Range 5 West, described as: Beginning at a stake 660 feet North of the Southwest Corner of said Section 16, in the center of a public road; thence East with the public road 792 feet to the Point of Beginning; thence South 220 feet to a point; thence East 198 feet to a point; thence North 220 feet to a point in center of public road; thence West 198 feet along center of public road to the Point of Beginning.

TOGETHER WITH all and singular the ways, easements, riparian and other rights, and all reversions, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all buildings, structures and other improvements now on said land or that hereafter may be erected or placed thereon, and all fixtures attached thereto and all rents, income, issues and profits accruing and to accrue therefrom.

The Grantor hereby covenants with the Trustee that the Grantor is lawfully seized of the fee simple title to the above described property and has full power and authority to grant, bargain, sell and convey the same to the Trustee; that said property is free and discharged from all liens, encumbrances and claims of every kind, including taxes and assessments; that said Grantor will make such further assurances to perfect the fee simple title to said property in the Trustee as may be reasonably required.

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

First: In addition to the aforesaid indebtedness, any and all extensions or renewals of the same or any part thereof, and any and all further or future advances, loans and extensions of credit by the Beneficiary herein, or the holder or holders of the indebtedness above described, to the Grantor are intended to be secured and are secured by this instrument.

Second: The Grantor shall: pay the indebtedness recited in and evidenced by said note and any extensions or renewals thereof, and all other indebtedness or liability however created or evidenced; pay all taxes, assessments, levies, liens and encumbrances of every kind and nature on said property and upon this deed of trust and note and the moneys secured hereby promptly when due and before delinquency thereof; pay all costs and expenses incurred or paid by the Beneficiary in collecting the indebtedness hereby secured or in enforcing or protecting the rights and security of the Beneficiary hereunder, including reasonable attorney's fee if placed in the hands of an attorney, whether collected by foreclosure or otherwise; keep all buildings and structures now or hereafter erected upon the said premises constantly insured in an amount not less than the principal amount of the note aforesaid against all loss or damage by fire, windstorm or tornado and water damage, as may be required by the Beneficiary, and in a company or companies acceptable to said Beneficiary. All said policies and renewals thereof shall contain standard mortgagee clauses with or without full contribution as the Beneficiary shall require, and in such form as shall be satisfactory to the Beneficiary by which any loss or damage under said policies shall be payable to the Beneficiary as its interest may appear.

Third: The Grantor further covenants to keep said property and the buildings now located thereon or hereafter to be erected thereon in good repair and to permit, commit or suffer no waste, impairment or deterioration thereof, and to comply strictly with all laws and governmental regulations affecting said property or its operation.

Fourth: It is distinctly understood and agreed that a default for thirty days in the payment of any sums of money to be paid hereunder by the Grantor or in the performance of any of the agreements contained herein on the Grantor's part to be performed shall cause the entire indebtedness to fall due and payable at the option of said Beneficiary, and shall fully empower the said Beneficiary to have the Trustee, or any successor in said trust herein, to execute his trust, and said Beneficiary shall not be required to declare such acceleration in writing or give notice of it.

Fifth: All moneys expended by the Beneficiary for the making of any and all needed repairs and improvements, payment of taxes, assessments, liens, judgments and insurance premiums, and all necessary expenses incurred by said Beneficiary in connection therewith, including any expense incurred in defending the title of the Grantor to this real estate, where necessary for the protection of the said Beneficiary's interests, or in defending this trust deed as a valid first lien on the real estate described or intended to be described herein, where necessary, or in seeking to have the trust deed reformed by judicial proceedings, where necessary because of mistake in this act, or in causing this trust to be executed, shall constitute a part of the debt secured by this trust deed and shall become immediately due and payable to the said Beneficiary and shall bear interest thereafter at the rate of six per cent per annum. The Grantor agrees to pay all necessary and usual charges incident to the consummation of this loan, and likewise the usual and necessary costs incident to the cancellation upon the record or records of this trust deed after the loan has been repaid in full.

Sixth: In case the Grantor shall abandon the property conveyed hereby or become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put him in involuntary bankruptcy, or should any proceedings be taken against the Grantor, looking to the appointment of a receiver, assignee or Trustee, then, and in either or any such case, all rents becoming due and payable to the Beneficiary herein, to be applied on the indebtedness secured hereby, and whole indebtedness hereby secured, may, at the option of the Beneficiary, be declared due and payable.

FORM JW-250

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

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

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

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

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

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

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

WITNESS the signature of the Grantor this 30 day of January, 1976.

Thomas A. Taylor

Emily H. Taylor

Witness Jerry Franklin

ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF

Personally appeared before me, the undersigned authority, duly authorized by law to take acknowledgments in and for said County and State, the within named

to me personally known, who acknowledged that signed and delivered the foregoing instrument on the day and year therein mentioned, and for the purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the day of , 19

Notary Public

My Commission Expires:

SEAL

RETURN TO:
JIM WALTER HOMES, INC.
P. O. BOX 22601
TAMPA, FLORIDA 33622

ACKNOWLEDGMENT

STATE OF TENNESSEE

COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Jerry Franklin, one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn deposeth and saith that he saw the within names Thomas A. Taylor and Emily H. Taylor 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 Emily H. Taylor, and Thomas A. Taylor husband and wife.

GIVEN under my hand and official seal, this the 30th day of January, 1976.

Helen L. Gellett

NOTARY PUBLIC

MY COMMISSION EXPIRES AUGUST 20, 1978

STATE OF MISSISSIPPI COUNTY

I certify that instrument was filed for record at 10 o'clock A 9th day of April 1976, and that the same has been recorded in Book 198 page 295 records of REAL ESTATE Trust Deed of said

Witness my hand and seal of office this the 9th day of April 1976.

H. Ferguson CLERK

4.00

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 11/3/75 executed by Enoch Baker , Julia Baker, Billy J. Freeman, Frankie J. Freeman to William F. Hagan ~~DeSoto~~ as Trustee (s), which Deed of Trust is recorded in Book 193, Page 223, in the Register's Office of ~~Shelby~~ County, ~~Tennessee~~, the undersigned William F. Hagan, as Trustee (s), 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 Billy J. Freeman, the following described property located in ~~Shelby~~ County, ~~Tennessee,~~ to-wit:

Part of the Southeast Quarter of Section 29, Township , Range 8 West, in Desota County, MS, described as beginning at the southeast corner of Section 29, Township 1, Range 8 West, running thence North 5° 30' west along the east line of said Section 1,689.2 feet to a point; thence North 85° 15' West 380.2 feet to an iron pin for the beginning point of the herein described tract of land; thence north 85° 15' West 380.8 feet to an iron pin; thence north 3° 45' east 245 feet to an iron pin; thence south 84° 15' east 310.8 feet to an iron pin; thence south 3° 45' west 245 feet to the point of beginning and containing 1.75 acres. All bearings are magnetic as shown by the survey of J. E. Lauderdale C.E. , Dated December 1959.

Being the same property reserved as Tract I as same appears of record in Book 47, Page 392 of the records of Land Deeds of Said County.

Rights of reasonable ingress and egress from said tract to the existing public road or to any road or street which may be constructed nearer said tract, which right shall not be construed to prevent First DeSoto Corporation, its successors or assigns from constructing such roads or streets as it may desire on the land conveyed by recorded deed of record in Book 47, Page 392, and providing access to such new roads or streets for said tract in lieu of the present access, and their rights at their own expense to maintain and use the water well serving the dwelling house located on the above described tract, until such time as water shall be made available to the occupants of the house by developers from other sources, and their rights at their own expense to maintain and use the septic tank disposal fields now serving the said dwelling house until such time as sanitary sewers are made available to the area. When water and sanitary sewer utilities are available to the above described tract upon the same terms and conditions and for the same consideration payable by grantees herein as such utilities may be made available to lands in the same area, all right and interest of grantees herein to use and maintain the water wells and sewage disposal fields that may be outside the limit of the above described lot shall terminate and the grantees hereinagree to execute a quitclaim deed upon the request of First DeSoto Corporation, its successors or assigns.

To have and to hold the aforedescribed real property unto the said Billy J. & Frankie Freeman 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.

United American Bank in Memphis 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.

IN WITNESS WHEREOF This instrument has been duly executed,

the 1st day of April, 1976

William F Hagan
William F. Hagan, Trustee

Edward C. Bell Attest:
Edward C. Bell Assistant Vice-President
United American Bank

John M. Swinny
Assistant Vice-President
United American Bank in Memphis

STATE OF TENNESSEE}
COUNTY OF SHELBY }

On this 6th day of April, 1976., before me, a Notary Public in and for said State and County, duly commissioned and qu-lified, personally appeared William F. Hagan

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

Faye G. Bonds
Notary Public

My Commission Expires 11th day of August, 1976

STATE OF TENNESSEE, COUNTY SHELBY:

Before me, the undersigned, a notary Public, within and for said County, and and State, at Memphis, duly commissioned and qualified, personally appeared John M. Swinny and Edward C. Bell, with whom I am personally acquainted, and who, upon their several oaths, acknowledged themselves to be, respectively, the Assistant Vice-President and the Assistant Vice Presidentof United American Bank in Memphis the within named bargainor, a corporation; and that they, as such- Assistant Vice- President and Assistant Vice being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by the said John M. Swinny subscribing thereto the name of the corporation, by himself as suchAsst. Vice- President and by the said Edward C. Bell attesting thereto.

Witness my hand anNotarial Seal at my office in said Shelby County at Memphis, this 1st day of April, 19 76.

Carol Purcell

My commission expires: My Commission Expires Mar. 8, 1980

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock and 50 minutes A. M. on the 9 day of April 19 76 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

3.00

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 50 minutes A. M. on the 9 day of April 1976, and that the same has been recorded in Book 198 Page 297 records of REAL ESTATE Trust Deed of said County.

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

SEAL H. H. Ferguson CLERK

Fees $ 3.00 pd.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST o/k B.P. **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 18 day of March 19 71, made and executed by Mrs. Helen E. Hyatt, a widow 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. 126 on page 183 of the Record of Trust Deeds, on the 19 day of March A. D. 19 71, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law. This the 7th day of April, 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 Eloís M. Barbee, Notary Public in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 7th day of April A. D. 1976

NOTARY PUBLIC STATE AT LARGE MISSISSIPPI

My Commission Expires Jan. 7, 1978

Eloís M. Barbee

LAWRENCE-GREENWOOD 27844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 9 day of April 1976, and that the same has been recorded in Book 198 Page 299 records of REAL ESTATE Trust Deed of said County.

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

Fees $ 2.50 pd. H. P. Seymour CLERK

300

8/5 B.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank

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

bearing date the 17 day of March 1971, made and executed by Pete Aviotti, Jr.,

ET UX of to The Hernando Bank

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

County, in the State of Mississippi in Real Estate Trust Deed Record No 126 on page 119

of the Record of Trust Deeds, on the 17 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 7th day of April, 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 7th day of April A. D. 1976.

My Commission Expires Jan. 7, 1978

Elois M. Barbee

LAWYERS-GREENWOOD 27444

STATE OF MISSISSIPPI COUNTY

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

30 minutes A 9th of April 1976, and that the same has

been recorded in 198 300 records of REAL ESTATE Trust Deed

of said County.

Witness my hand and seal of office this 9 day of April 1976.

FEES 2.50

H. P. 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 FIRST NATIONAL BANK of Hernando, Mississippi, the beneficiary, does hereby certify that a certain trust deed bearing date the 21st day of July, 19 75, made and executed by W. W. DOLLAHITE and wife, PATRICIA E. DOLLAHITE, to said bank, the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No. 188 on page 245 of the Record of Trust Deeds, on the 25th day of July, A. D. 19 75, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

FIRST NATIONAL BANK
Hernando, Mississippi.

By: Jack W. Ussery
Jack W. Ussery, PRESIDENT

STATE OF MISSISSIPPI,
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority a Notary Public in and for County and State aforesaid, JACK W. USSERY, the President / of FIRST NATIONAL BANK, Hernando, Mississippi, who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of said bank, he being authorized so to do.

Given under my hand and seal of office this 7th day of April, A. D. 19 76.

(SEAL)

Betty H. McIntosh NOTARY PUBLIC

My Commission Expires: Jan. 24, 1979

LAWRENCE-GREENWOOD 27844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 40 minutes A M. 9 day of April 1976, and that the same has been recorded in Book 198 Page 301 records of REAL ESTATE Trust Deed of said County.

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

Fees 2.50 ctd.

H. P. Ferguson CHANCERY CLERK

302

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

Larry D. Buchanan and wife, Marsha H. Buchanan

to G. L. Oates , Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 25th day of February, 1976 encumbering certain lands in the County of DeSoto , State of Mississippi, which said Deed of Trust is recorded in Book 196 at Page 609 in the Office of the Chancery Clerk of DeSoto County Mississippi , all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness in the original principal amount of $ 40,450.00 thereby secured.

IN WITNESS WHEREOF the undersigned has caused this assignment to be executed by its duly authorized officers, and its corporate seal to be affixed thereto on the 5th day of April, 1976

WORTMAN & MANN, INC.

BY: _____
Thomas J. Tompkins, Vice President

ATTEST:

BY: _____
Charles M. Kelly, Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

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

Given under my hand and official seal of office, this 5th day of April, 1976

My Commission Expires August 2, 1979

_____
Notary Public

STATE OF MISSISSIPPI COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A M 9 day of April 1976, and that the same has
been recorded in Book 198 Page 302 of the records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal of office this 9 day of April 1976.

2.50

H. H. Simmons

CANCELLED BY AUTHORITY RECORDED IN BOOK 379 PAGE 229
THIS 13 DAY OF Oct. 19 86
H.D. Ferguson by H.D.
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 271 PAGE 510
THIS 14 DAY OF April 19 81
H.D. Ferguson
CHANCERY CLERK

DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF DeSoto

WHEREAS, James C. Brewer&Geraldine Brewer

parties of the first part,

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

Three-Thousand Dollars and No/100---------- DOLLARS

($ 3000.00) as evidenced by a promissory note, dated April 5, 19 76,

and due and payable in 25 installments of $ 120.00 each beginning May 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 at the respective maturity dates of the installments due together with any extention or renewal thereof with interest thereon, and any other indebtednesses now or hereafter becoming due and owing to the beneficiary by the grantor(s) prior to the payment of the indebtedness herein described and secured, or any extention or renewal thereof, or any part thereof;

NOW THEREFORE, I,

hereby sell, convey, and warrant unto Jim Amos, Olive Branch, Miss (NAME OF TRUSTEE, CITY, STATE) as Trustee, the following described real property situated in DeSoto County, State of Mississippi, to-wit:

1.5 acres more or less in the Southeast Quarter of Section 5, Towhship 2 South, Range 5 West, DeSoto County, Mississippi and being more particularly described as beginning at a point in the east line Section 5, Township 2 South, Range 5 West, said point being 990 feet north of Southeast corner of said section and also being the northeast corner of the Rochelle 60 acre tract; thence South along said Section line 105 feet to a point; thence West and parallel tp north line of said Rochelle tract 210 feet to a point; thence South and parallel to said section line 105 feet to a point; thence West 210 feet to a point; thence North and parrallel to said Section line 420 feet to a pointin the North line of Said Rochelle tract; thence East alone North line 420 feet to the point of beginning and containing 1.5 acres more or leds.

TO HAVE AND TO HOLD, the aforedescribed real estate, together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the said party of the second part, its successors and assigns, in fee simple forever, and the said parties of the first part do hereby covenant with the said party of the second part, its successors and assigns, that they are lawfully seized in fee of the aforesaid described real estate; that they have a good right to sell and convey the same; that the same is unincumbered,

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

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

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

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

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

304

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

WITNESS 2 signature(s), this the 5th day of April, 1976.

WITNESSES:

James C. Brewer

Geraldine Brewer

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, James C. &Geraldine Brewer, 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 5 day of April, 1976.

MY COMMISSION EXPIRES: 7/23/77

NOTARY PUBLIC

STATE OF MISSISSIPPI

County Of

Personally appeared before me the undersigned authority in and for the above named county and state, the within named, one of the subscribing witnesses to the foregoing Deed of Trust, who being first duly sworn, deposeth and saith that he saw the within named, whose name(s) (is) (are) subscribed thereto, sign, seal and deliver the same to the said HOLDER and that he, this deponent, subscribed his name as a witness thereto in the presence of the said on the day and year herein named.

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

MY COMMISSION EXPIRES:

NOTARY PUBLIC

DEED

Trustee

Clerk

Desoto

The within named Trust

9

office on the

1976

and that the same to-

acknowledgment, it

page

my office.

official seal, this the

19

Clerk

D. C.

STATE OF MISSISSIPPI, DESOTO COUNTY

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

30 minutes A 9 day of April 1976, and that the same has

been recorded in Book 198 Page 303 records of REAL ESTATE Trust Deed

of said County.

Witness my hand and seal this the 9 day of April 1976

SEAL H. P. Ferguson CLERK

Fees: 3.50

Bowie Brand, Miss. 3168

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

Howard Young Spurgeon and wife, Dianne M. Spurgeon

to G. L. Oates , Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 26th day of February, 1976 encumbering certain lands in the County of DeSoto , State of Mississippi, which said Deed of Trust is recorded in Book 196 at Page 689 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 $ 37,600.00 thereby secured.

IN WITNESS WHEREOF the undersigned has caused this assignment to be executed by its duly authorized officers, and its corporate seal to be affixed thereto on the 5th day of April, 1976

WORTMAN & MANN, INC.

BY: _____
Thomas J. Tompkins, Vice President

ATTEST:

BY: _____
Charles M. Kelly, Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

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

Given under my hand and official seal of office, this 5th day of April, 1976.

My Commission Expires August 2, 1979

_____
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 9 day of April 1976, and that the same has been recorded in Book 198 Page 205 records of REAL ESTATE Trust Deed of said County.

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

2.50

H. P. Ferguson CH

306

RELEASE OF DEED OF TRUST

To the Clerk of the CHANCERY COURT of the _____ District of the County of DeSoto in the State of Mississippi:

You are hereby authorized and directed to mark cancelled and satisfied of record the following described Deed(s) of Trust executed by Joe M. Hudspeth, Trustee

for the benefit of Luther G. Turner and wife, Ruth M. Turner which is (are) recorded in the Records of Deeds of Trust in your office.

One dated the 16 day of Sept., 19 69, and recorded in Book 81 at Page 291

The indebtedness secured by said Deed(s) of Trust was (were) never assigned by the undersigned to anyone and has been fully paid.

WITNESS our hand and seal, this the 8 day of April, 19 76.

North Mississippi Sav & Loan

BY William N. Davis Asst Sec'y

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, Asst. Secretary

of the North Mississippi Savings & Loan Association

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

Given under my hand and seal of office, this the 8th day of April, 19 76.

My Commission Expires Dec. 5, 1978

Notary Public

Quick Print, Oxford

STATE OF MISSISSIPPI, DE SOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A.M. 9 day of April 1976, and that the same has
been recorded in Book 198 Page 306 records of REAL ESTATE Trust Deed
of said County.

Witness the 9 day of April 1976.

Fees 2.50

H. H. Shegogue CLERK

Paid, Satisfied and Cancelled
This 6 day of April 1922
Edward L. Anderson
Ann C. Anderson
Attest
L. H. Ferguson
Chancery Clerk
By J. Fisk D.C.

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

LINDA S. WILDER, Party

of the first part, hereinafter designated as the Grantor,

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

EDWARD L. ANDERSON and wife, ANN C. ANDERSON,
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

TEN THOUSAND and NO/100 ----------DOLLARS

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

The sum of $10,000.00 plus interest from date at the rate of Ten percent per annum, repayable in 24 equal installments of $456.85 each, beginning May 15, 1976, and due the 15th day of each 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

County of DeSoto,

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

Lot 37, Tall Oaks Subdivision, in Section 32, Township 1, Range 7, as per plat thereof recorded in Plat Book 6, pages 36, 37 and 38, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 6th day of April, 1976.

Linda S. Wilder

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 Linda S. Wilder,

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

Given under my hand and official seal, this the 6th day of April, 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 10 o'clock
30 A 9 April
198 307
of [illegible] 1976, and that the same has been recorded in Book [illegible] records of REAL ESTATE Trust Deed
of said county.

Fees $5.00 pd

D. B. Ferguson

310

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 November 13, 1973 executed by Reeves-Williams, Inc. to George S. Sanders, Jr., as Trustee(s), Colonial Savings & Loan as Beneficiary, which Deed of Trust is recorded in Book 170, Page 489, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned Colonial Savings & Loan, 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 Reeves-Williams, Inc., the following described property located in DeSoto County, Mississippi, to-wit:

Lots 1103 and 1230, Section F, Greenbrook Subdivision, in Section 19, Township 1, Range 7 West, as per plat there of recorded in Plat Book 9, Pages 46-49, in the office of the Chancery Clerk of Desoto County, Mississippi.

To have and to hold the aforesaid real property unto the said Reeves-Williams, 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 5th day of April, 1976.

ATTEST: B.J. RENFROW, ASST. VICE PRESIDENT

BANKERS TRUST SAVINGS & LOAN ASSOCIATION

By: JERRY JACKSON, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named JERRY JACKSON and B.J. RENFROW who acknowledged that as Vice President and Assistant Vice President, respectively, for and on behalf of and by authority of BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, 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 5TH day of April, 1976.

Sandy McBrayer
NOTARY PUBLIC

My Commission Expires:

My Commission Expires January 15, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that this instrument was filed for record at 10 o'clock
30 day of April 1976, and that the same has
A 9 been recorded in the records of REAL ESTATE Trust Deed
198 310
9 April 1976.

Fees $ 2.65 pd

W. 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 March 6, 1974 executed by Reeves-Williams, Inc. to Stuart Robinson as Trustee(s), Bankers Trust Savings & Loan Assoc as Beneficiary, which Deed of Trust is recorded in Book 173, Page 509, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned Bankers Trust 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 Reeves-Williams, Inc., the following described property located in DeSoto County, Mississippi, to-wit:

Lots 962 and 958, Section E, Greenbrook Subdivision, in Section 19, Township 1, Range 7, as per plat thereof recorded in Plat Book 9, Pages 44-45, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Lots 1162, 1204, and 1205, Section F, Greenbrook Subdivison, 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.

To have and to hold the aforesaid real property unto the said Reeves-Williams, 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 5th day of April, 19 76.

ATTEST: B.J. RENFROW, Asst. Vice Pres. BANKERS TRUST SAVINGS & LOAN ASSOCIATION

By: JERRY JACKSON, VICE PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named JERRY JACKSON and B.J. RENFROW who acknowledged that as Vice President & Assistant Vice President, respectively, for and on behalf of and by authority of Bankers Trust Savings and Loan Association, 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 5th day of April, 19 76.

Sarah McBrayer NOTARY PUBLIC

My Commission Expires:

My Commission Expires January 15, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock A.M. 9 day of April 1976, and that the same has been recorded in Book 198 Page 311 records of REAL ESTATE Trust Deed

9 April 1976.

W. G. Ferguson

Fees $ 3.10 pd

312

15816 51310

This instrument prepared by:

TRUST DEED RELEASE

Office of Chancery Clerk
of Desota County, Miss

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the ~~Register's Office of Shelby County, Tenn.~~ certain real property was conveyed by the hereinafter named grantor, to James R. Houston as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed—; and

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

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

GRANTOR	Date of Instrument	Recorded	Description of Property
Jack R. Trim and Betty D. Trim	11/17/64	Book 80 Page 165	Lot 1310, Section C of Southaven West Subdivision in Section 22, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 2, Pages 50 and 51, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

The undersigned, United States Savings Bank of Newark, New Jersey covenants with the said grantors that it is the legal owner and holder of the notes described in and secured by said trust deed, and that they have the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said United States Savings Bank of Newark, New Jersey has hereunto set its hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 5th day of March 19 76

Edward W. Jenta, Vice President

John F. Coyle, Asst. Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

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

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

_____ Notary Public

My commission expires _____ day of _____, 19____

STATE OF ~~TENNESSEE~~ New Jersey
COUNTY OF ~~SHELBY~~ Essex

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared Edward W. Jenta with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Vice President of the US Savings Bank of Newark, N.J. the within named bargainor, a corporation, and that he as such Vice President being authorized so to do executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Vice President.

WITNESS my hand and seal at office in Newark, New Jersey this 5th day of March 19 76

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 this instrument was filed for record at 10 o'clock
30 minutes A M, on the 9 day of April 1976, and that the same has been recorded in Book 178 Page 312 records of REAL ESTATE Trust Deed
Witness my hand and official seal, this the 9 day of April 1976.
H. H. Seymour, Chancery Clerk

$2.50

CANCELLED BY AUTHORITY, RECORDED IN BOOK 493 PAGE 489
THIS 12 DAY OF Dec 19 89
W. E. Davis Chancery Clerk

Assignment of this Instrument Recorded in Real Estate T/D Book
No. 349 Page 105
This the 5 day of July 19 83
H. G. Ferguson Clerk

N. M. S. & L. LOAN NUMBER HE-489

DEED OF TRUST

This Deed of Trust, made this 9th day of APRIL, 19 76, between LEON H. DOWNEN and wife, ANN DOWNEN, (a/k/a Virginia Ann Douglas Downen),

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 TWENTY EIGHT THOUSAND AND NO/100 - - - - - - Dollars ($28,000.00), 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, 2001, 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 ~~the~~ ~~of~~ DeSoto County, Mississippi, described as follows:

Lot 3 in Colonial Estates Subdivision as shown by the plat recorded in Plat Book 4 at Page 22-A in the Office of the Chancery Clerk of DeSoto County, Mississippi, in Section 25, Township 3 (South), Range 8 (West).

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

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

together with all 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 thereif (all said property being herein referred to as "the premises").

Assignment of this Instrument Recorded in Real Estate T/D Book
No. 309 Page
This the 5 day of July 19 83
H. G. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate Est T/D Book
No. 335 Page 240
This the 3 day of April 19 85
H. G. Ferguson Clerk

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 reinstate, 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 at 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.

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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.

Leon H. Downen
LEON H. DOWNEN

Ann Downen
ANN DOWNEN

STATE OF MISSISSIPPI
COUNTY OF DESOTO } ss.:

This day personally appeared before me, the undersigned officer in and for the Jurisdiction aforesaid, the within-named LEON H. DOWNEN, and wife, ANN DOWNEN,

who acknowledged to me that they signed and delivered the foregoing instrument of writing on 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 9th day of APRIL 1976.

My Commission Expires May 25 1979

William H. Goodwin
NOTARY PUBLIC

My commission expires

Trust

PPI SAVINGS &
OCIATION

ss.:

hancery of said County,
he foregoing conveyance
n in this office on the
, 19 .
clock M., and was
Page
Records of said County.
, 19
the Court of Chancery

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock no minutes P M. 9th day of April 1976, and that the same has been recorded in Book 198 Page 313 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 12th day of April 1976.
Fees$ 5.00 pd. SEAL H. H. Ferguson CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 216 PAGE 626
THIS 6 DAY OF Oct 1977
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Steve Evans and wife, Wanda L. Evans
To { DEED OF TRUST
Juanell W. LaPointe

THIS INDENTURE, Made this 9th day of April 19 76
between Steve Evans and wife, Wanda L. Evans, Party
of the first part,
and Juanell W. LaPointe, Party of the second part,
WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of Ten Thousand and 00/100 Dollars ($10,000.00), with interest at the rate of 9% per annum, repayable in 36 monthly instalments of $318.00 each, commencing July 15, 1976, with each subsequent and succeeding instalment being due on the 15th day of each month thereafter, and the final instalment, if not sooner paid, due and payable on June 15, 1979,

and any further amount that the party of the second part may furnish the party of the first part XXXX

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Paid, Satisfied and Cancelled
This 23 day of June 1982
The Hernando Bank
By W. C. Thompson A.V.P.

Attest
H. H. Ferguson
Chancery Clerk
By D. C. McCarver D.C.

FOR REAL ESTATE, CHATTEL OR BOTH

James Edwin Byrd, et ux

To { DEED OF TRUST

The Hernando Bank

($5,218.56) evidenced

THIS INDENTURE, Made this 9th day of April 19 76
between James Edwin Byrd and wife, Anna M. Byrd
of the first part,
and The Hernando Bank of the second part,
WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part y of the second part in the sum of Five Thouasand Two Hundred Eighteen & 56/100
by a promissory note of even date, bearing 10% interest from maturity, due and repayable in 48 equal monthly installments of $108.72 each, first of said installments shall be due May 10, 1976 and one installment due each succeeding month thereafter until paid in full

~~and any further amount that the party of the second part may furnish the party of the first part during the year 19____ not to exceed _____ and the part____ of the first part having agreed to secure the prompt payment of the same when due. Therefore,~~ in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by William W. Ballard Trustee, the part ies of the first part ha ve this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~all of the agricultural products of every kind that ____ now have or may hereafter, and all the crops of every kind to be grown by ____ and family, or any hands working with or under ____ either as landlord or tenant or otherwise during the year 19____ on the land that ____ may cultivate, or cause to be cultivated, as landlord or tenant and all ____ farming implements of every kind and~~

Beginning at a point in the west line of Section 3, 1689.00 feet south of the northwest corner of said Section 3; thence south along the west line of Section 3, 355.55 feet to a point; thence south 88 degrees 46 minutes 20 seconds east 1328.19 feet to a point; thence north 0 degrees 42 minutes 10 seconds east, 355.57 feet to a point; thence north 88 degrees 46 minutes 20 seconds west, 1332.51 feet to a point of beginning, containing 10.86 acres, LESS AND EXCEPT Part of the Northwest Quarter of Section 3, Township 3, Range 8 West, DeSoto County, Mississippi more particularly described as COMMENCING at the Northwest corner of Section 3, Township 3, Range 8 West, Chickasaw Cession; thence south 1689.00 ft. along the west line of said section to an iron pin found being the point of beginning and the northwest cornerof James E. Byrd's 10.86 acre tract; thence continuing along the west line of said section south 325.10 ft. to an iron pin set 30.00 ft. north of the southwest corner of said 10.86 acre tract; thence south 88 degrees 54 minutes east 737.00 ft. parallel with the south lkine of said 10.86 acre tract to an iron pin set; thence north 325.29 ft. to an iron pin set in the north line of said 10.86 acre tract; thence north 88 degrees 47 minutes 46 seconds west 737.00 ft. along the north line of said 10.86 acre tract to the point of beginning, containing 5.50 acres more or less.

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 ____ assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature s the date written above.

Anna M. Byrd

Witness

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me, the undersigned authority of said County, the within named James Edwin Byrd and wife, Anna M. Byrd

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 9th day of April 19 76

(SEAL)

My Commission Expires:

Notary Public Clerk

By D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.

of said County, this day personally appeared the above named

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that this instrument was filed for record at 1 o'clock P M and was recorded in Book 198 of April 1976, and that the same has been recorded in the records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal of office this the 12th day of April 1976.

H. H. Ferguson Clk

Fees 2.50

Paid, Satisfied and Cancelled
This 7 day of June 19 84
The Hernando Bank
by D. P. Crosby Jr. Chairman
Attest
H. G. Ferguson
Chancery Clerk By: T. E. Davis, D.C.

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between James Edwin Byrd and wife, Anna M. Byrd

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

Five Thousand Dollars and no/100----------DOLLARS

($ 5,000.00) 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 on or before July 15, 1976

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

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

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

Part of the Northwest Quarter of Section 3, Township 3, Range 8 West, DeSoto County, Mississippi more particularly described as COMMENCING at the Northwest corner of Section 3, Township 3, Range 8 West, Chickasaw Cession; thence south 1689.00 ft. along the west line of said section to an iron pin found being the point of beginning and the northwest corner of James E. Byrd's 10.86 acre tract; thence continuing along the west line of said section south 325.10 ft. to an iron pin set 30.00 ft. north of the southwest corner of said 10.86 acre tract; thence south 88 degrees 54 minutes east 737.00 ft. parallel with the south line of said 10.86 acre tract to an iron pin set; thence north 325.29 ft. to an iron pin set in the north line of said 10.86 acre tract; thence north 88 degrees 47 minutes 46 seconds west 737.00 ft. along the north line of said 10.86 acre tra to the point of beginning, containing 5.50 acres more or less.

Copyright Mississippi Bankers Association

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 9th day of April 19 76

James Edwin Byrd

Anna M. Byrd

Anna M. Byrd

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 Edwin Byrd and wife, Anna M. Byrd

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 9th day of April 19 76

My Commission Expires: 5-1-78

Rebecca Lill
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock
20 minutes P M. 9th day of April 1976, and that the same has
been recorded in Book 148 Page 319 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 12th day of April 1976.
H. P. Thweatt D.C.

Fees $ 5.00 pd

322

CANCELLED BY AUTHORITY OF ...
220 PAGE 384
THIS 6 DAY OF Jan. 19 78
D. H. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
UCC Form No. 4
September, 1967

FORM No. 4

DEED OF TRUST AND SECURITY AGREEMENT

Land — Farm Products — Farm Equipment

THIS agreement, this day made and entered into between _____

a (an) Ralph McDaniel and wife, Anne L. McDaniel
(Corporation—Partnership—Individual)

of the first part, hereinafter designated as the Debtor, whose address is 1188 Poole Cove
(Street)

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

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

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

First National Bank of Southaven, Mississippi, of the third part, hereinafter designated as the Bank Witnesseth:

THAT WHEREAS, Debtor is justly indebted to Bank in the full sum of Two Thousand One Hundred Forty-three and 80/100 Dollars ($ 2,143.80) evidenced by promissory note of even date herewith in favor of Bank, bearing interest at the rate of 10 per centum per annum after Maturity providing for the payment of reasonable attorney's fees in case of default and being due and payable as follows, to-wit:

Due and payable in 60 equal monthly installments of $58.99 each, beginning May 3, 1976, and due the 3rd day of each subsequent and succeeding month until said principal and interest is paid in full.

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

NOW, THEREFORE, in consideration of the premises, and the further consideration of One Dollar ($1.00) cash in hand paid by Trustee, the receipt of which is hereby acknowledged, Debtor does hereby convey and warrant unto Trustee the following described land located in the County of DeSoto, State of Mississippi, to-wit:

Lot 632, Section C, Southaven Subdivision; Section 23, Township 1, South Range 8, West. Recorded in Plat Book 2, Pages 19, 20, 21, and 22.

LAWRENCE-GREENWOOD 637.78

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

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

☐ B. Livestock—

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

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

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

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

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

DEBTOR WARRANTS, REPRESENTS AND AGREES AS FOLLOWS:

1. Debtor is the owner of the Collateral clear of all liens and security interests except the security interest granted hereby, and Debtor has the right to make this agreement.

2. The equipment covered by this agreement shall be used principally in farming operations.

3. All of the Collateral is or will become located, kept or grown on the above mentioned land.

4. Debtor agrees to pay Bank: (a) the sums evidenced by all promissory notes executed pursuant to this agreement in accordance with the terms of the agreement and of the notes; (b) all sums, including reasonable attorney's fees and legal expenses, paid or incurred by Bank in pursuing any of its rights and remedies or in remedying any default pursuant to this agreement, together with interest thereon at the rate herein stipulated from the date the same shall have been paid; and (c) at Bank's option, the entire unpaid indebtedness to Bank, whether created or incurred pursuant to this agreement or otherwise, upon Debtor's default or if Bank deems itself insecure.

5. Debtor shall at all times keep the Collateral at the location described in this agreement, unless notice is given to Bank in advance of, and Bank consents in writing to its removal to another location.

6. Debtor shall keep the Collateral in good condition; attend to and care for the Collateral; do all other acts which may be necessary to raise and fatten the livestock and to grow, cultivate, spray, irrigate, cut, harvest, pick, clean, preserve and protect the crops and farm products, all according to the most approved methods of farming and husbandry. Debtor shall permit Bank to enter Debtor's farm at reasonable times to examine the Collateral.

7. Debtor shall not transfer, create or permit to be acquired any interest in or against the Collateral or the land herein conveyed, or permit any charge, including rent and taxes, to remain unpaid to or by any third person.

8. Debtor shall not sell or otherwise dispose of any of the Collateral without the prior written consent of Bank. The inclusion of proceeds in this agreement does not authorize Debtor to sell, dispose of or otherwise use the Collateral in any manner not specifically authorized by the agreement.

9. Debtor shall at all times keep the Collateral and the proceeds from any authorized disposition identifiable and separate from other property of the Debtor or any other person.

10. Debtor shall procure and maintain at his own expense insurance covering the Collateral and buildings on the land herein conveyed against all expected risks, and those risks which Bank may designate, under policies satisfactory to Bank, for the duration of this agreement, and the policies shall name Bank as its interest may appear and shall be deposited with Bank.

11. Debtor shall, as Bank may request and require, procure and deliver to Bank or execute any security agreement, financing statement or other writing necessary to create, preserve, protect or enforce Bank's rights and interests to or in the Collateral described in this agreement or in any other Collateral agreed to by the parties.

12. Debtor will keep the Collateral in good condition and repair, reasonable wear and tear excepted, and will permit Bank and its agents to inspect the Collateral at any time.

13. Debtor shall be in default under this agreement: (a) when he has made any misstatement in connection with or has failed to pay or perform any of his obligations, agreements or affirmations under this or any other agreement with Bank; (b) when any event occurs which results in acceleration of the maturity of the indebtedness of Debtor under any agreement with any

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this agreement has been executed this 26 day of March 19 76

First National Bank, Southaven
Bank

By _____

Ralph McDaniel and Anne L. McDaniel
Debtor

By Ralph McDaniel

Anne L McDaniel

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 Ralph and Anne McDaniel

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

Given under my hand and official seal, this the 26 day of March 19 76.

Charlotte A Patrick
NOTARY PUBLIC

My Commission Expires: 10-13-79

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid, _____

_____
(President—Vice-President—Secretary—Treasurer)

respectively of the above named _____
a corporation, who severally acknowledged that for and on behalf of said corporation, the above and foregoing

STATE OF MISSISSIPPI COUNTY
I certify that the within instrument was filed for record at 4 o'clock
no minutes p 9th day of April 1976, and that the same has
been recorded in Book 198 Page 322 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal of office this the 12th day of April 1976.

Fee $ 5.00

H. H. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK 277 PAGE 219
5 DAY OF Oct. 1981
W.D. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Martha J. Beard

To { DEED OF TRUST

Security Bank of Hernando

THIS INDENTURE, Made this 9th day of April 19 76
between Martha J. Beard 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 Nine Thousand One Hundred Thirty-Two & 96/100 ($9,132.96) evidenced by a promissory note of even date, bearing 10% interest from maturity, due and repayable in 48 equal monthly installments of $190.27 each, first of said installments shall be due May 10, 1976 and one installment due each succeeding month thereafter until paid in full

~~and may further request that the party of the second part may furnish the party of the first part during the year 19__ a report in writing showing the condition of the property hereinafter described, and the first part having so much to secure the prompt payment of the same, it is thus~~ 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 S this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the improvements ~~premises of every kind that may be on said lands, and all the crops of every kind to be grown by~~ ~~further or any lands working with or under~~ ~~either as landlord or tenant or otherwise, during the year 19__, on the land that~~ ~~may cultivate, or cause to be cultivated, as landlord or tenant and all~~ farming implements of every kind and

Lot 52 and the west half of Lot 50 as shown on the official plat of said Town on file and recorded in the Chancery Clerk's office of DeSoto County, Mississippi located in Section 13, Township 3, Range 8 West, less and except a strip of land on the east side of Lot 52 and the west half of Lot 50 as conveyed by deed recorded in Deed Book 22, page 358 in the office of the Chancery Clerk of DeSoto County, Mississippi and being further described as all the land on which the Redding store building and platform is now located.

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 indebtendess before maturity without penalty.

This deed of trust is second and subordinate to that deed of trust from Martha J. Beard to Kenneth D. Phillips dated April 9, 1976 and securing the above described property.

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 part Y of the first part promptly pay the above stated indebtedness on or before the maturity date thereof 19__, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part Y of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party Y of the second part, its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness my signature the date written above.

Witness

Martha J Beard

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me, the undersigned authority of said County, the within named Martha J. Beard 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 9th day of April 19 76

My Commission Expires: 1-25-78 (SEAL)

Rebecca Lett Notary Public, Clerk

By D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.

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

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 15 minutes P M. 9th day of April 1976, and that the same has been recorded in Book 198 Page 325 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 12th day of April 1976.

W. D. Ferguson CLERK

cost 2.50

326

Paid, Satisfied and Cancelled
This 7th day of March 1988
George S McIngvale
Trustee
Attest
W.C. Davis
Chancery Clerk by D. Taylor, D.C.

CANCELLED BY AUTHORITY, RECORDED IN BOOK
PAGE
THIS DAY OF 19
Chancery Clerk

FOR REAL ESTATE, CHATTEL OR BOTH

Martha J. Beard

To { DEED OF TRUST

Kenneth D. Phillips

THIS INDENTURE, Made this 9th day of April 19 76
between Martha J. Beard
of the first part,
and Kenneth D. Phillips
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 Thousand Dollars ($20,000.00) evidenced by a promissory noteof even date, bearing 8% interest from date, due and repayable in 120 equal amortized monthly installments of $242.66 each, first of said installments shall be due May 10, 1976 and one installment due each succeeding month thereafter until paid in full with each installment to be applied first toward accrued interest and the balance to the reduction of principal

~~and any further amount that the party of the second part may furnish the party of the first part during the year 19 , said to be secured ... such that party of the first part having agreed to secure the prompt~~ payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part Y of the first part paid by George S. McIngvale Trustee, the part Y of the first part ha$ 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 on hand and all the crops of every kind to be grown by ... and further all the rents coming with or under ... either as landlords or tenants or otherwise, during the year 19 ... on the land that ... may cultivate, or cause to be cultivated, as to Block or parcel ... and also ... farming implements of every kind and~~

Lot 52 and the west half of Lot 50 as shown on the official plat of said Town on file and recorded in the Chancery Clerk's office of DeSoto County, Mississippi located in Section 13, Township 3, Range 8 West, less and escept a strip of land on the east side of Lot 52 and the west half of Lot 50 as conveyed by deed recorded in Deed Book 22, page 358 in the office of the Chancery Clerk of DeSoto County, Mississippi and being further described as all the land on which the Redding store building and platform is now located.

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

First Party 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 part Y of the first part promptly pay the above stated indebtedness on or before the maturity date thereof 19 then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part Y of the second part his assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness my signature the date written above. Martha J Beard

Witness

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named Martha J. Beard 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 9th day of April 1976

(SEAL)

My Commission Expires: 2-6-78

Notary Public

Clerk

By D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Before me, of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposeth and saith that he saw the above named whose name subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that this instrument was filed for record at 4 o'clock
15 minute P 9th April 1976, and that the same has
been recorded in Book 198 326 records of REAL ESTATE Trust Deed
of said County.
Witness my hand this 12th day of April 1976
H.P. Taylor
Circuit Clerk

2.50

JAMES E. MCGEHEE AND COMPANY, INC., GRANTOR)
)
)
)
TO) PARTIAL RELEASE
)
)
)
W. B. GAY BUILDERS, INC., GRANTEE)

For and in consideration of Ten Dollars ($10.00) and other good and valuable considerations, James E. McGehee and Company, Inc., does hereby release from the lien of that certain deed of trust given by W. B. Gay Builders, Inc., to James E. McGehee and Company, Inc., being dated February 15, 1974 and recorded in the office of the Chancery Clerk of DeSoto County, Mississippi in Trust Deed Book 171, page 451, the hereinafter described land in DeSoto County, Mississippi, described as follows, to-wit:

> Lot 20, Section A revised, Churchwood Estates Subdivision in Section 2, Township 2 South, Range 8 West, as per plat thereof recorded in Plat Book 12, pages 45 and 46 in the office of the Chancery Clerk of DeSoto county, Mississippi.

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

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

WITNESS the signature this the 9th day of April, 1976.

JAMES E. MCGHEE AND COMPANY, INC.

BY _____
Max B. Ostner, Jr., Trustee

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for said county and state, the within named Max B. Ostner, Jr., Vice President of James E. McGehee and Company, Inc., who acknowledged that he signed and delivered the above and foregoing instrument on the day and date therein mentioned as his free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this 9th day of April, 1976.

Lynda Cook
Notary Public

My commission expires:

December 5, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
45 minutes A. M. 12 day of April 1976, and that the same has
been recorded in Book 198 Page 327 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 12 day of April 1976.

2.50

H. H. Ferguson D.C.

328

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 H. PRATT & WIFE, REBECCA SUE J. PRATT, dated the 7th day of April, 1976, and recorded in Trust Deed Book 198, page 255 ~~under Register No. xxx~~ in the Register's Office of DeSoto County, Mississippi, together with the note, debt, and claim secured by said Deed of Trust, in the sum of THIRTY-FOUR THOUSAND, NINE HUNDRED FIFTY DOLLARS ($34,950.00) and all moneys due or to become due thereunder with the interest thereon.

SIGNED at Memphis, Tennessee, this 12 day of April, 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 12th day of April, 1976.

Notary Public

My Commission expires:
December 5, 1978

STATE OF MISSISSIPPI COUNTY
I certify that this instrument was filed for record at 11 o'clock
45 minutes A.M. 12 April 1976, and that the same was
duly recorded in Book 198 328 of REAL ESTATE Mortgages
12 April
2.50

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF DESOTO

KNOW ALL MEN BY THESE PRESENTS: That the persons below executed a Deed of Trust to W.E. Wilroy, Jr., Trustee for Walkem Development Company of Mississippi, Inc., a Mississippi Corporation, on the date set out below with said Deed of Trust being of record in the Book and Page indicated of the records of the Real Estate Trust Deeds of DeSoto County, Mississippi, in the office of the Chancery Court Clerk:

NAME	DATE	RECORDED
John N. Alford, et ux	10-8-70	Book121, Page 163
J.P. Thornton, et al	5-21-65	Book 83, Page 98
Louis Warren O'Kelly, et ux	6-25-70	Book 118, Page 311
William T. Marsh, et ux	8-6-70	Book 119, Page 560
Charles E. White, et ux, et al	8-27-70	Book 120, Page 190
James W. Cartwright, et ux	8-31-72	Book 147, Page 274
(Wade M. Williams)	7-8-70	Book 118, Page 576 - 567

NOW, THEREFORE, I, W.E. WILROY, JR., Trustee for Walkem Development Company of Mississippi, Inc., a Mississippi Corporation, Beneficiary, do hereby state that the Deeds of Trust set forth above are fully paid and satisfied, and I do hereby authorize the Clerk of the Chancery Court of DeSoto County, Mississippi, to enter satisfaction and certificate of payment in full upon those instruments and that this Order be recorded in the records of said County also as provided by law.

W.E. Wilroy, Jr.

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County aforesaid, W.E. Wilroy, Jr., Trustee, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year hereinafter set out for the purpose therein mentioned.

Given under my hand and official seal of office, this the 23rd day of December, 1975.

Faye B. Daniels
Notary Public

MY COMMISSION EXPIRES:

8-11-76

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
45 minutes A. M. 12 day of April 1976, and that the same has
been recorded in Book 198 Page 329 of REAL ESTATE Trust Deed
of said County.

12 April 1976.

H. H. Jernigan

5.50

330

Paid, Satisfied and Cancelled
This 15 day of May 1977
Joel P Walker
Trustee

Attest
A. D. Ferguson
Chancery Clerk
By D. Polk D.C.

FOR REAL ESTATE, CHATTEL OR BOTH

Charlie Smith, et ux

To { DEED OF TRUST

M. C. Sparks, Sr., et al

THIS INDENTURE, Made this 12 day of ~~March~~ APRIL 1976
between Charlie Smith and wife, Etta Smith,
of the first part,
and M. C. Sparks, Sr., and M. C. Sparks, Jr. 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 Four Thousand Six Hundred Seventy Eight and 19/100 Dollars evidenced by one promissory note of even date bearing 6% interest due and repayable in 6 equal annual installments of $776.37 each, the first installment due April 1, 1977, and one installment due annually thereafter until paid in full with the interest on the unpaid balance due with each installment.

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 $200.00
and the part ies of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by Joel P. Walker Trustee, the part ies of the first part ha ve this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz. All of the agricultural products of every kind that they now ha ve on hand, and all the crops of every kind to be grown by them and family, or any hands working with or under them, either as landlord or tenant or otherwise, during the year 19____, on the land that they may cultivate, or cause to be cultivated, as landlord or tenant and all their farming implements of every kind and

The land in DeSoto County, Mississippi described as follows, to-wit:

The west 15 acres of the west half of the east half of the northwest quarter of Section 31, Township 2, Range 8, LESS AND EXCEPT 10 acres reserved by Joe H. Bryant described as beginning at the northwest corner of the east half of the northwest quarter; thence east 330 ft. to a stake; thence south 1,320 ft. to a stake; thence west 330 ft. to a stake; thence north 1,320 ft. to the point of beginning and being the west 15 acres of the 30 acre tract conveyed to Charlie Smith and wife, by deed in Book 49, page 256.

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

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the as stated above day of 19____ then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part ies of the second part ies assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature S the date written above.

Witness

Charlie Smith

Etta Smith

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named Charlie Smith and wife, Etta Smith,

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 12th day of ~~March~~ April 1976

MY COMMISSION EXPIRES MARCH 24, 1979 (SEAL)

By Sarah B. Thune 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 subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposeth and saith that he saw the above named

STATE OF MISSISSIPPI COUNTY
I certify that instrument was filed for record at 10 o'clock
15 minutes A. of April 1976, and that the same has
been recorded in record of REAL ESTATE Trust Deed
12 1976 330
Book
2.50

For value received I James E Woods, Trustee do hereby release from the lien of this Deed of Trust Lot 32 Sec B Holiday Hills This the 21st day of May, 1976
Tom E Gleed, Trustee
H H Ferguson Clerk
by Estelle Dr.

For value received I James E Woods, Trustee do hereby release from the lien of this Deed of Trust Lot 34 Sec B Holiday Hills This the 23rd day April, 1976
Tom E. Gleed, Trustee
Attest: H.H. Ferguson, Clerk
by D.D. Wolfolk, D.C.

331

FOR REAL ESTATE, CHATTEL OR BOTH

ALMAC CONSTRUCTION COMPANY, INC

To { DEED OF TRUST

CHICKASAW DEVELOPERS, INC.

THIS INDENTURE, Made this 9th day of April, 1976 between Almac Construction Company, Inc of the first part, and Chickasaw Developers, Inc. 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 Twenty Thousand and No/100 Dollars ($20,000.00) being due and payable on or before the 9th day of April, 1977, provided interest shall be paid on the basis of lots released with interest to be paid current on each lot as same is released.

~~All any further amount that the party of the second part may furnish the party of the first part during the year like sum not to exceed and the part of the first part having agreed to secure the prompt payment of the same also.~~ Therefore, in consideration of the premises, and of the sum of One Dollar to the parties of the first part paid by JAMES E. WOODS Trustee, the parties of the first part ha VE this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, ~~viz All of the agricultural products of every kind that now hereon or on hand, and all the crops of every kind to be grown by and family, or any hands working with or under either as landlord or tenant or otherwise during the year like or on the land also~~ ~~may cultivate, or cause to be cultivated, as landlord or tenant and all~~ farming implements of every kind and

Lots 24, 26, 29, 31, 32, 33, 34, and 35 in Section "B", Holiday Hills Subdivision being situated in Section 34, Township 1, Range 6 West, DeSoto County, Mississippi as per plat of said subdivision recorded in Plat Book 11, Pages 11-12, Office of the Chancery Clerk in DeSoto County, Mississippi.

RELEASE CLAUSE

It is agreed by and between the parties hereto that the parties of the second part will release from the lien of this instrument any lot as described herein upon receipt herein of $2,500.00 against the principal of this indebtedness.

Filed for record the 11th day of May 1976
H H Ferguson Chancery Clerk
by D D Wolfolk D.C.

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

Witness our signature s the date written above.

ALMAC CONSTRUCTION COMAPNY, INC.

ATTEST: R E McIvor, Secretary

BY: B. G. Allen, President

STATE OF MISSISSIPPI, DeSOTO COUNTY

Personally appeared before me, the undersigned authority of said County, the within named B. G. Allen and R. E. McIvor, President and Secretary, resp. of ALMAC CONSTRUCTION CO, INC. who acknowledged that THEY signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 9th day of April, 1976

(SEAL) Deborah Pennington NOTARY PUBLIC Clerk By D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY

Before me

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock A. M. on the 12 day of April 1976, and that the same has been recorded in Book 198 Page 331 of the records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal of office this 12 day of April 1976

H. H. Ferguson, Chancery Clerk

Fee 2.50

For value received I James E. Woods, ~~Chancery Clerk~~ Trustee do hereby release from the lien of this Deed of Trust Lot 24, Lot 31, Lot 33, Sec B. Holiday Hills Sub This the 30 day of November 1977 D.C. Wolfolk, Trustee

Attest: 11-30-77
H. H. Ferguson
Chancery Clerk

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For Value Received I James E. Woods Trustee do hereby release from lien of this Deed of Trust Lot 34 Sec B Holiday Hills this the 22d day of April, 1976

Attest: H.D. Ferguson, Clerk
By D.C. Caldwell D.C.

For Value received I James E. Woods Trustee do hereby release from lien of this Deed of Trust Lot 32 Sec B Holiday Hills. This the 21st day of May, 1976

H.D. Ferguson Clerk
by D.C. Caldwell D.C.

FOR REAL ESTATE, CHATTEL OR BOTH

ALMAC CONSTRUCTION COMPANY, INC.

To { DEED OF TRUST

MARION L. EDDINS AND THOMAS N. EDDINS, JR.

THIS INDENTURE, Made this 9th day of April 19 76 between ALMAC CONSTRUCTION COMPANY, INC of the first part, and MARION L. EDDINS AND THOMAS N. EDDINS, JR. of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part ies of the second part in the sum of Twenty-one Thousand, Six Hundred and No/100 Dollars ($21,600.00) being due and payable on or before the 9th day of April, 1977, provided interest shall be paid on the basis of lots released with interest to be paid current on each lot as same is released,

~~and any further amount that the party of the second part may furnish the party of the first part during the year 19 and to secure the prompt payment of the same when due~~ Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies in hand paid by James E. Woods Trustee, the part ies of the first part ha ve this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, ~~viz: All of the agricultural products of every kind that may be grown, be on, or be used on said lands, and all the crops of every kind to be grown by any tenant or cropper, or any hands working under any contract either written or implied as tenant or otherwise during the year 19 on the land that may cultivate, or cause to be cultivated, as landlord or tenant and all of the farming implements of every kind and~~

Lots 24, 26, 29, 31, 32, 33, 34, and 35 in Section "B", Holiday Hills Subdivision being situated in Section 34, Township 1, Range 6 West, DeSoto County, Mississippi as per plat of said subdivision recorded in Plat Book 11, Pages 11-12, offices of the Chancery Clerk in DeSoto County, Mississippi.

RELEASE CLAUSE

It is agreed by and between the parties hereto that the parties of the second part will release from the lien of this instrument any lot as described herein upon receipt herein of $2,700.00.

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

Witness signature the date written above.

Witness ATTEST:
R. E. McIvor, Secretary

ALMAC CONSTRUCTION COMPANY, INC.
BY: B. G. Allen
B. G. Allen, President

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named B. G. Allen & R. E. McIvor, President and Secretary, resp. of ALMAC CONSTRUCTION COMPANY INC. who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 9th day of April 19 76

(SEAL) Dahlia C. Pennington
By NOTARY PUBLIC Clerk D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.

STATE OF MISSISSIPPI COUNTY
I certify that the within instrument was filed for record at 10 o'clock
of April 1976, and that the same has
been recorded in the records of REAL ESTATE Trust Deed
of said county in Book 30 Page 256
Witness my hand this 12 day of April 1976.
H. D. Ferguson D.C.

30 A. 12 1976 332 April 12

For Value received I James E. Woods Trustee do hereby release from lien of this Deed of Trust Lot 24, Lot 31, Lot 33 Sec B Holiday Hills Subd. This the 30 Day of November, 1993
Nona L. Lloyd, Jr.

Attest: 11-30-93
H. D. Ferguson
Chancery Clerk

CANCELLED BY AUTHORITY, RECORDED IN BOOK 2343 PAGE 35 THIS 2 DAY OF Nov 2005
W E Davis
By D. Jones CHANCERY CLERK

Assignment of this Instrument Recorded in Real Estate 70 Book No. 251 Page 726 This the 8 day of Nov 1979
H. D. Ferguson Clerk

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

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 7th day of April, 19 76, by and between David S. Banton and wife, Linda B. Banton

, hereinafter called the Grantor;
John Land McDavid , hereinafter called the Trustee, and

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

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

A parcel of land being 1.31 acres in the Northwest Quarter of Section 29, Township 2 South, Range 7 West, DeSoto County, Mississippi, and being more particularly described as follows: BEGINNING at the Northwest Corner of Section 29, Township 2 South, Range 7 West; thence N 84 degrees 44' E, along the North Line of said Section 29, a distance of 306.00 feet; thence S 2 degrees 23' W, a distance of 196.00 feet to the True Point of Beginning of the tract to be herein described; thence S 2 degrees 23' W, a distance of 215.00 feet; thence S 84 degrees 44' W, parallel with the North Line of said Section 29, a distance of 250.81 feet; thence N 5 degrees 20' W, along the West Line of said Section 29, a distance of 213.08 feet to a point that is 194.26 feet Southerly from the Northwest Corner of said Section 29; thence N 84 degrees 44' E, parallel with the North Line of said Section 29, a distance of 279.68 feet to the True Point of Beginning. Containing 1.31 Acres, more or less. Subject to Easements and Restrictions of Record.

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

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

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

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

Mid First Bank
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN Real Estate TD BOOK. NO. 1390 PAGE 510 THIS THE 5th DAY OF October 2001
W. E. Davis CHANCERY CLERK
by P. Harkey D.C.

First Comm Mtg Co
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN Real estate TD BOOK NO. 851 PAGE 214 THIS THE 26 DAY OF Aug, 19 96
W. E. Davis CHANCERY CLERK
by S Cleveland D.C.

Bailey Mtg Co.
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN Real Estate BOOK 615 NO. 749 PAGE THE 28 DAY OF Feb 19 95
W.E. Davis CHANCERY CLERK
By: M. Taylor D.C.

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

In Trust, However, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Twenty Nine Thousand Seven Hundred---- Dollars ($ 29,700.00), 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 Bailey Mortgage Company, P. O. Box 1389 in Jackson, Mississippi , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Thirty Three & 74/100- Dollars ($ 233.74), 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. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

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

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

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

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

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

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

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

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

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

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

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

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) has ve hereunto set their hand(s) the day and year herein first written above.

DAVID S. BANTON

LINDA B. BANTON

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me Rose B. Loftis, the undersigned Notary Public in and for said County, the within named David S. Banton and Linda B. Banton, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 7th day of April, 1976.

(SEAL)

NOTARY PUBLIC

My Commission Expires:
April 28, 1978.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. on the 12 day of April, 1976, and that the same has
been recorded in Book 198 Page 333 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal of office, this the 12 day of April, 1976.

Fees $ 5.00

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 Van D. McNeil and wife, Lenoir McNeil,

of _____ the beneficiary, does hereby certify that a certain trust deed bearing date the 21st day of August, 1970, made and executed by John R. Grisham and wife, Wanda Grisham, to Ronald L. Taylor, trustee for the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No. 120 on page 111, of the Record of Trust Deeds, on the 4th day of September, 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.

Van D McNeil
Van D. McNeil

Lenoir McNeil
Lenoir McNeil

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority _____ in and for County and State aforesaid, Van D. McNeil and wife, Lenoir McNeil, 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 ~~February~~ April A. D. 19 76

Robert L. Carter
~~Notary Public~~ Circuit Clerk
By Louise R. Davis, D.C.

My commission expires: 1-7-80

LAWRENCE-GREENWOOD 87244

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 April 1976, and that the same has
been recorded in Book 198 Page 337 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and official seal this 12 day of April 1976.
$ 2.50 H. P. Ferguson CHR

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Sneed Bros., 3773 Elvis Presley Blvd., of Memphis, Tennessee, the beneficiary, does hereby certify that a certain trust deed bearing date the 26th day of February, 1963, made and executed by Thompson & Wiygle, a partnership composed of R. L. Thompson and Stanley Wiygle, of, to James R. Houston, 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. 69 on page 175, of the Record of Trust Deeds, on the 29th day of March, A. D. 1963, 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.

SNEED BROS.

By: V. O. Sneed

STATE OF ~~Mississippi~~ Tennessee
~~DeSoto~~ County. } ss.
Shelby

Personally came and appeared before me, the undersigned authority Mrs. G. Bartlett in and for County and State aforesaid, V.O. Sneed 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 Sneed Bros. being duly authorized so to do.

Given under my hand and seal of office this 27th day of February, A. D. 1976.

Mrs. G. Bartlett
Notary Public

My commission expires:
June 22, 1976

LAWRENCE-GREENWOOD 87644

STATE OF MISSISSIPPI
DeSoto COUNTY
I certify that the within instrument was filed for record at 10 o'clock A. M. this 30 day of April, 1976, and that the same has been duly recorded in REAL ESTATE Trust Deed Book A. 12 on page 198 as instrument No. 338.

2.50

12 April

H. H. Ferguson

21149

This instrument prepared by:

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the office of chancery clerk of Desoto county Mississippi ~~Register's Office of Shelby County, Tennessee~~ certain real property was conveyed by the hereinafter named grantor, to Delta Title Company as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed; and

WHEREAS, All of the notes described in and secured by said trust deed have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said trust deed; and

WHEREAS, Said trust deed are briefly described as follows, to-wit:

GRANTOR	Date of Instrument	Recorded	Description of Property
Glen Irving Stockton and wife, Margaret F. Stockton	March 23, 1972	Book 140 Page 431	Lot 373, Section "B", DESOTO VILLAGE Subdivision, in section 34, Township 1 South, Range 8 West, as shown on plat of record in Plat book 8, Pages 16 through 21, in the Office of the Chancery Clerk of DeSoto County, Mississippi, being more particularly described as follows:

NOW, THEREFORE, in consideration of the premises the undersigned United States Savings Bank of Newark, New Jersey as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claim~~s~~ and convey~~s~~ unto said grantor their heirs and assigns all its right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, United States Savings Bank of Newark, New Jersey, covenants with the said grantor~~s~~ that ~~it~~ is the legal owner and holder of the notes described in and secured by said trust deed, and that ~~it~~ he~~y~~ have the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said United States Savings Bank of Newark, New Jersey has hereunto set its hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 3rd day of March 19 76

Attest: John P. Coyle
John P. Coyle-Assistant Secretary

United States Savings Bank of Newark, New Jersey
Edward W. Jentz-Vice President

STATE OF TENNESSEE
COUNTY OF SHELBY

On this _____ day of _____, 19____, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written.

_____
Notary Public

My commission expires _____ day of _____, 19____

STATE OF ~~TENNESSEE~~ New Jersey
COUNTY OF ~~SHELBY~~ Essex

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared Edward W. Jentz with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Vice President of the United States Savings Bank of Newark, N. J. the within named bargainor, a corporation, and that he as such Vice President being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Vice President.

WITNESS my hand and seal at office in Newark, New Jersey this 3rd day of March 19 76

Natalie M. Hale
Notary Public

My commission expires _____ day of _____, 19____

NATALIE M. HALE
Notary Public of N. J.
My Commission Expires March 7, 1979

* Do not write below this line - FOR REGISTERS USE ONLY *

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 12 Apr 1976, and that the same has been recorded in Book 198 Page 339 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 12 day of Apr 1976.

Fees 2.50

H. P. Ferguson

340

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 & LOAN ASSOCIATION, CLAYTON, MISSOURI,

that certain Deed of Trust executed by

RAYMOND T. WILSON and wife, DIXIE WILSON,

to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, dated March 5, 1976, securing a note in the sum of $ 35,000.00 recorded in Book 197, Page 121, of the office of the ChanceryClerk of DeSoto, County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF the undersigned has executed this Assignment through its duly authorized officer and has caused its corporate seal to be thereunto affixed on this, the 9th day of April, 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 9th day of April, 1976.

Margie M. Lawrence

NOTARY PUBLIC

My Commission Expires Nov. 30, 1977

BMC-1

STATE OF MISSISSIPPI COUNTY

I certify that this instrument was filed for record at 10 o'clock
been recorded in Book of REAL ESTATE Deed
Witness my hand and seal of office this 12 day of April, 1976.

H. H. Ingram

30 A. 12 198 340 12 April

2.50

Appointment of Successor Trustee of this instrument recorded in Real Estate T/D
Book No. 268 Page 122
This 14 day of Jan. 19 81
W. B. Ferguson Clerk

Branch Mphs. TN. No. Mos 180

FEBRUARY 16, 1976

Deed of Trust - Mississippi - Jim Walter Homes, Inc.

Whereas, JOHNNIE LEE SUMMERS AND HENRIETTA SUMMERS

hereinafter called Grantor, being justly indebted to JIM WALTER HOMES, INC., a corporation organized and existing under the laws of the State of Florida and qualified to do business in the State of Mississippi, and having a place of business at JACKSON, Mississippi, hereinafter called Beneficiary, in the sum of Twenty Seven Thousand One Hundred Eight + NO/100 Dollars ($27,108.00) as evidenced by one certain promissory note of even date herewith made by the Grantor to the Beneficiary and payable in monthly installments of $ 150.60, the first of said installments being due and payable on the 5TH day of MAY, 1976, and a like installment on the 5TH day of each and every month thereafter until the entire principal sum, together with interest from maturity at the rate of six per cent per annum has been paid in full;

WHEREAS, the Grantor is desirous of securing the payment of said indebtedness at the maturity thereof and renewals thereof in whole, or in part, and also any further and future advances to be made to the Grantor by the Beneficiary as well as any other indebtedness which may be due or become due to the Beneficiary by the Grantor in this deed of trust;

NOW, THEREFORE, in consideration of Five Dollars to him in hand paid by John H. Fox III hereinafter called Trustee, the receipt whereof is hereby acknowledged, the Grantor does hereby grant, bargain, sell, convey and warrant unto the John H. Fox III, Trustee, all the real estate in the County of Desoto, State of Mississippi, described as follows:

A parcel of land lying in the North One-Half of the Southwest Quarter of Section 2, Township 3 South, Range 6 West, in Desoto County, Mississippi, being more particularly described as follows:
Beginning at a point 670.00 feet West and 600.00 feet North of the Southeast Corner of the North One-half of the Southwest Quarter of said Section 2, said point being on the North line of a County Road; thence West, parallel with the South line of the North One-Half of the Southwest Quarter, 200.00 feet; thence North, parallel with the East line of the Southwest Quarter, 217.80 feet; thence East, parallel with said South line of the North one-half of the Southwest Quarter, 200.00 feet; thence South, parallel with said East line of the Southwest Quarter, 217.80 feet to the Point of Beginning. Containing One Acre, more or less. Subject to Easements and Restrictions of Record.

TOGETHER WITH all and singular the ways, easements, riparian and other rights, and all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all buildings, structures and other improvements now on said land or that hereafter may be erected or placed thereon, and all fixtures attached thereto and all rents, income, issues and profits accruing and to accrue therefrom.

The Grantor hereby covenants with the Trustee that the Grantor is lawfully seized of the fee simple title to the above described property and has full power and authority to grant, bargain, sell and convey the same to the Trustee; that said property is free and discharged from all liens, encumbrances and claims of every kind, including taxes and assessments; that said Grantor will make such further assurances to perfect the fee simple title to said property in the Trustee as may be reasonably required.

It is understood and agreed that this conveyance is made subject to and that the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

First: In addition to the aforesaid indebtedness, any and all extensions or renewals of the same or any part thereof, and any and all further or future advances, loans and extensions of credit by the Beneficiary herein, or the holder or holders of the indebtedness above described, to the Grantor are intended to be secured and are secured by this instrument.

Second: The Grantor shall: pay the indebtedness recited in and evidenced by said note and any extensions or renewals thereof, and all other indebtedness or liability however created or evidenced; pay all taxes, assessments, levies, liens and encumbrances of every kind and nature on said property and upon this deed of trust and note and the moneys secured hereby promptly when due and before delinquency thereof; pay all costs and expenses incurred or paid by the Beneficiary in collecting the indebtedness hereby secured or in enforcing or protecting the rights and security of the Beneficiary hereunder, including reasonable attorney's fee if placed in the hands of an attorney, whether collected by foreclosure or otherwise; keep all buildings and structures now or hereafter erected upon the said premises constantly insured in an amount not less than the principal amount of the note aforesaid against all loss or damage by fire, windstorm or tornado and water damage, as may be required by the Beneficiary, and in a company or companies acceptable to said Beneficiary. All said policies and renewals thereof shall contain standard mortgagee clauses with or without full contribution as the Beneficiary shall require, and in such form as shall be satisfactory to the Beneficiary by which any loss or damage under said policies shall be payable to the Beneficiary as its interest may appear.

Third: The Grantor further covenants to keep said property and the buildings now located thereon or hereafter to be erected thereon in good repair and to permit, commit or suffer no waste, impairment or deterioration thereof, and to comply strictly with all laws and governmental regulations affecting said property or its operation.

Fourth: It is distinctly understood and agreed that a default for thirty days in the payment of any sums of money to be paid hereunder by the Grantor or in the performance of any of the agreements contained herein on the Grantor's part to be performed shall cause the entire indebtedness to fall due and payable at the option of said Beneficiary, and shall fully empower the said Beneficiary to have the Trustee, or any successor in said trust herein, to execute his trust, and said Beneficiary shall not be required to declare such acceleration in writing or give notice of it.

Fifth: All moneys expended by the Beneficiary for the making of any and all needed repairs and improvements, payment of taxes, assessments, liens, judgments and insurance premiums, and all necessary expenses incurred by said Beneficiary in connection therewith, including any expense incurred in defending the title of the Grantor to this real estate, where necessary for the protection of the said Beneficiary's interests, or in defending this trust deed as a valid first lien on the real estate described or intended to be described herein, where necessary, or in seeking to have the trust deed reformed by judicial proceedings, where necessary because of mistake in this act, or in causing this trust to be executed, shall constitute a part of the debt secured by this trust deed and shall become immediately due and payable to the said Beneficiary and shall bear interest thereafter at the rate of six per cent per annum. The Grantor agrees to pay all necessary and usual charges incident to the consummation of this loan, and likewise the usual and necessary costs incident to the cancellation upon the record or records of this trust deed after the loan has been repaid in full.

Sixth: In case the Grantor shall abandon the property conveyed hereby or become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put him in involuntary bankruptcy, or should any proceedings be taken against the Grantor, looking to the appointment of a receiver, assignee or Trustee, then, and in either or any such case, all rents becoming due and payable to the Beneficiary herein, to be applied on the indebtedness secured hereby, and whole indebtedness hereby secured, may, at the option of the Beneficiary, be declared due and payable.

FORM JW-250

Assignment of this Instrument Recorded In Real Estate T/D Book No. 268 Page 121
This the 14 day of Jan. 1981
W. B. Ferguson Clerk

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Seventh: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the Trustee shall have full power, in case he is directed to foreclose under this instrument, to select in which county or judicial district the sale of all of the above property shall be made, and his selection shall be binding upon the Grantors and the Beneficiary and all persons claiming through or under them, whether by contract or by law. The Trustee shall have full power to fix the day, time, terms, and place of sale, and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose, but said appointment of agent need not be recorded.

Eighth: The Grantors waive the provisions of Section 888 of the Code of Mississippi of 1942, and laws amendatory thereof, if any, as far as said Section restricts the right of the Trustee to offer at sale more than one hundred and sixty acres at a time, and the Trustee may offer the property herein conveyed as a whole, regardless of the manner in which it may be described. The Grantors also waive the provisions of Section 892 of the Mississippi Code of 1942.

Ninth: In case of the sale of the said property hereunder, the Beneficiary shall have the same right to purchase at such sale as if a stranger to this instrument.

However, this conveyance is in trust. Should the Grantor pay said indebtedness thereon at maturity, and any renewal thereof, and also all further and future advances to them by the Beneficiary, as well as any other indebtedness due or which may become due the Beneficiary, by the Grantors, and comply with all the terms, agreements and conditions of this instrument, then this conveyance shall be void, otherwise, at the request of said Beneficiary, or any legal holder of said indebtedness, or any part thereof, the Trustee herein named, or any succeeding Trustee, shall sell said property, or a sufficiency thereof to satisfy the indebtedness of every kind, hereby secured then unpaid, after having published notice of the time, place and terms of sale in the manner required by law, but the Trustee may sell at such time and such place as may be designated in the notice of such sale, being vested with discretion as to the time and place of sale, and not being required to make sale, or sales, at the time and place prescribed by the statute for sales under execution.

The Trustee's authority to sell shall not be exhausted upon making one sale, but he may make as many sales under this deed of trust as may be deemed advisable by the Trustee herein named, or any succeeding Trustee. Out of the proceeds arising from such sale or sales, the cost and expense of executing this trust, including a ten per cent Trustee's fee, which is hereby agreed to be a reasonable Trustee's fee and a reasonable attorney's fee, shall first be paid, next the amount of said indebtedness secured thereby then remaining unpaid, including the indebtedness herein described, and any further advance or advances and any amount expended on said property by the Beneficiary or Beneficiary's assigns, under the terms of this deed of Trust, and all interest and attorney's fees, and lastly, any balance of said proceeds remaining shall be paid to the Grantor.

The Beneficiary, or any subsequent holder of said indebtedness, or any part thereof is hereby authorized to appoint another Trustee in place and stead of and as successor to the Trustee herein named, or his successor or successors; such power of appointment may be exercised as often as the Beneficiary or holder of said indebtedness may desire, and shall continue as long as any part of the indebtedness hereby secured remains unpaid and such appointee shall have the same authority, title and powers as the Trustee herein named, and his acts shall have all the validity of the acts of the original Trustee.

It is covenanted and agreed that the terms "Grantor" and "Beneficiary" and "Trustee" for convenience herein employed, and any pronouns used in connection therewith, shall be construed to include the plural as well as the singular number, and the masculine, feminine and neuter gender, whenever and wherever the context so admits or requires; and that all covenants and obligations of the respective parties hereto shall extend to and be obligatory upon their heirs, legal representatives, successors and assigns.

WITNESS the signature of the Grantor this 16th day of February, 19 76

Witness:
Gene Snyder

√ Johnnie Lee Summers
√ Henrietta Summers

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF

Personally appeared before me, the undersigned authority, duly authorized by law to take acknowledgments in and for said County and State, the within named

to me personally known, who acknowledged that signed and delivered the foregoing instrument on the day and year therein mentioned, and for the purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the day of , 19

Notary Public
My Commission Expires:

SEAL

RETURN TO:
JIM WALTER HOMES, INC.
P. O. BOX 22601
TAMPA, FLORIDA 33622

ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, 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 Johnnie Lee Summers and Henrietta Summers 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 Henrietta Summers, and Johnnie Lee Summers husband and wife.

GIVEN under my hand and official seal, this the 16th day of FEBRUARY 19 76

Helen L. Roberts
NOTARY PUBLIC

MY COMMISSION EXPIRES AUGUST 20, 1978

STATE OF MISSISSIPPI COUNTY
I certify that this instrument was filed for record at 10 o'clock
30 minutes A. M. on the 12 day of April 1976, and that the same has
been recorded in Book 198 Page 341 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal of office this the 12 day of April 1976.

Fees 3.50

H. H. Seymour
Clerk

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CANCELLED BY AUTHORITY RECORDED IN BOOK
200 PAGE 489
THIS 31 DAY OF May 1976
H. D. Ferguson
CHANCERY CLERK

Branch MEMPHIS-90 No. Mos 180

MARCH 27, 19 76

Deed of Trust - Mississippi - Jim Walter Homes, Inc.

Whereas, GEORGE JOHNSON AND HIS WIFE REBECCA JOHNSON

hereinafter called Grantor, being justly indebted to JIM WALTER HOMES, INC., a corporation organized and existing under the laws of the State of Florida and qualified to do business in the State of Mississippi, and having a place of business at JACKSON Mississippi, hereinafter called Beneficiary, in the sum of TWENTY SEVEN THOUSAND FIVE HUNDRED TWENTY TWO AND 00/100 Dollars ($ 27,522.00) as evidenced by one certain promissory note of even date herewith made by the Grantor to the Beneficiary and payable in monthly installments of $ 152.90, the first of said installments being due and payable on the 5th day of JUNE, 19 76, and a like installment on the 5th day of each and every month thereafter until the entire principal sum, together with interest from maturity at the rate of six per cent per annum has been paid in full;

WHEREAS, the Grantor is desirous of securing the payment of said indebtedness at the maturity thereof and renewals thereof in whole, or in part, and also any further and future advances to be made to the Grantor by the Beneficiary as well as any other indebtedness which may be due or become due to the Beneficiary by the Grantor in this deed of trust;

NOW, THEREFORE, in consideration of Five Dollars to him in hand paid by John H. Fox III, hereinafter called Trustee, the receipt whereof is hereby acknowledged, the Grantor does hereby grant, bargain, sell, convey and warrant unto the John H. Fox III, Trustee, all the real estate in the County of DeSoto, State of Mississippi, described as follows:

Lot No. 7 described as BEGINNING at a point on the west line of Section 28, Township 1, Range 5 West, which point is 1226.0 feet north of the southwest corner of said Section 28; thence continuing north along the west line of said Section 28 a distance of 107.5 feet; thence east along the south line of the Johnson Tract 210.0 feet to a point; thence north along the east line of the Johnson Tract 419.4 feet to a point, said point being the southwest corner of Lot No 6; thence east along the south line of Lot No. 6 a distance of 584.2 feet; thence south 526.9 feet to a point; thence west 794.2 feet to the point of beginning, lying in DeSoto County, Mississippi.

TOGETHER WITH all and singular the ways, easements, riparian and other rights, and all reneements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all buildings, structures and other improvements now on said land or that hereafter may be erected or placed thereon, and all fixtures attached thereto and all rents, income, issues and profits accruing and to accrue therefrom.

The Grantor hereby covenants with the Trustee that the Grantor is lawfully seized of the fee simple title to the above described property and has full power and authority to grant, bargain, sell and convey the same to the Trustee; that said property is free and discharged from all liens, encumbrances and claims of every kind, including taxes and assessments; that said Grantor will make such further assurances to perfect the fee simple title to said property in the Trustee as may be reasonably required.

It is understood and agreed that this conveyance is made subject to and that the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

First: In addition to the aforesaid indebtedness, any and all extensions or renewals of the same or any part thereof, and any and all further or future advances, loans and extensions of credit by the Beneficiary herein, or the holder or holders of the indebtedness above described, to the Grantor are intended to be secured and are secured by this instrument.

Second: The Grantor shall: pay the indebtedness recited in and evidenced by said note and any extensions or renewals thereof, and all other indebtedness or liability however created or evidenced; pay all taxes, assessments, levies, liens and encumbrances of every kind and nature on said property and upon this deed of trust and note and the moneys secured hereby promptly when due and before delinquency thereof; pay all costs and expenses incurred or paid by the Beneficiary in collecting the indebtedness hereby secured or in enforcing or protecting the rights and security of the Beneficiary hereunder, including reasonable attorney's fee if placed in the hands of an attorney, whether collected by foreclosure or otherwise; keep all buildings and structures now or hereafter erected upon the said premises constantly insured in an amount not less than the principal amount of the note aforesaid against all loss or damage by fire, windstorm or tornado and water damage, as may be required by the Beneficiary, and in a company or companies acceptable to said Beneficiary. All said policies and renewals thereof shall contain standard mortgagee clauses with or without full contribution as the Beneficiary shall require, and in such form as shall be satisfactory to the Beneficiary by which any loss or damage under said policies shall be payable to the Beneficiary as its interest may appear.

Third: The Grantor further covenants to keep said property and the buildings now located thereon or hereafter to be erected thereon in good repair and to permit, commit or suffer no waste, impairment or deterioration thereof, and to comply strictly with all laws and governmental regulations affecting said property or its operation.

Fourth: It is distinctly understood and agreed that a default for thirty days in the payment of any sums of money to be paid hereunder by the Grantor or in the performance of any of the agreements contained herein on the Grantor's part to be performed shall cause the entire indebtedness to fall due and payable at the option of said Beneficiary, and shall fully empower the said Beneficiary to have the Trustee, or any successor in said trust herein, to execute his trust, and said Beneficiary shall not be required to declare such acceleration in writing or give notice of it.

Fifth: All moneys expended by the Beneficiary for the making of any and all needed repairs and improvements, payment of taxes, assessments, liens, judgments and insurance premiums, and all necessary expenses incurred by said Beneficiary in connection therewith, including any expense incurred in defending the title of the Grantor to this real estate, where necessary for the protection of the said Beneficiary's interests, or in defending this trust deed as a valid first lien on the real estate described or intended to be described herein, where necessary, or in seeking to have the trust deed reformed by judicial proceedings, where necessary because of mistake in this act, or in causing this trust to be executed, shall constitute a part of the debt secured by this trust deed and shall become immediately due and payable to the said Beneficiary and shall bear interest thereafter at the rate of six per cent per annum. The Grantor agrees to pay all necessary and usual charges incident to the consummation of this loan, and likewise the usual and necessary costs incident to the cancellation upon the record or records of this trust deed after the loan has been repaid in full.

Sixth: In case the Grantor shall abandon the property conveyed hereby or become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put him in involuntary bankruptcy, or should any proceedings be taken against the Grantor, looking to the appointment of a receiver, assignee or Trustee, then, and in either or any such case, all rents becoming due and payable to the Beneficiary herein, to be applied on the indebtedness secured hereby, and whole indebtedness hereby secured, may, at the option of the Beneficiary, be declared due and payable.

FORM JW-250

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Seventh: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the Trustee shall have full power, in case he is directed to foreclose under this instrument, to select in which county or judicial district the sale of all of the above property shall be made, and his selection shall be binding upon the Grantors and the Beneficiary and all persons claiming through or under them, whether by contract or by law. The Trustee shall have full power to fix the day, time, terms, and place of sale, and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose, but said appointment of agent need not be recorded.

Eighth: The Grantors waive the provisions of Section 888 of the Code of Mississippi of 1942, and laws amendatory thereof, if any, as far as said Section restricts the right of the Trustee to offer at sale more than one hundred and sixty acres at a time, and the Trustee may offer the property herein conveyed as a whole, regardless of the manner in which it may be described. The Grantors also waive the provisions of Section 892 of the Mississippi Code of 1942.

Ninth: In case of the sale of the said property hereunder, the Beneficiary shall have the same right to purchase at such sale as if a stranger to this instrument.

However, this conveyance is in trust. Should the Grantor pay said indebtedness thereon at maturity, and any renewal thereof, and also all further and future advances to them by the Beneficiary, as well as any other indebtedness due or which may become due the Beneficiary, by the Grantors, and comply with all the terms, agreements and conditions of this instrument, then this conveyance shall be void, otherwise, at the request of said Beneficiary, or any legal holder of said indebtedness, or any part thereof, the Trustee herein named, or any succeeding Trustee, shall sell said property, or a sufficiency thereof to satisfy the indebtedness of every kind, hereby secured then unpaid, after having published notice of the time, place and terms of sale in the manner required by law, but the Trustee may sell at such time and such place as may be designated in the notice of such sale, being vested with discretion as to the time and place of sale, and not being required to make sale, or sales, at the time and place prescribed by the statute for sales under execution.

The Trustee's authority to sell shall not be exhausted upon making one sale, but he may make as many sales under this deed of trust as may be deemed advisable by the Trustee herein named, or any succeeding Trustee. Out of the proceeds arising from such sale or sales, the cost and expense of executing this trust, including a ten per cent Trustee's fee, which is hereby agreed to be a reasonable Trustee's fee and a reasonable attorney's fee, shall first be paid, next the amount of said indebtedness secured thereby then remaining unpaid, including the indebtedness herein described, and any further advance or advances and any amount expended on said property by the Beneficiary or Beneficiary's assigns, under the terms of this deed of Trust, and all interest and attorney's fees, and lastly, any balance of said proceeds remaining shall be paid to the Grantor.

The Beneficiary, or any subsequent holder of said indebtedness, or any part thereof is hereby authorized to appoint another Trustee in place and stead of and as successor to the Trustee herein named, or his successor or successors; such power of appointment may be exercised as often as the Beneficiary or holder of said indebtedness may desire, and shall continue as long as any part of the indebtedness hereby secured remains unpaid and such appointee shall have the same authority, title and powers as the Trustee herein named, and his acts shall have all the validity of the acts of the original Trustee.

It is covenanted and agreed that the terms "Grantor" and "Beneficiary" and "Trustee" for convenience herein employed, and any pronouns used in connection therewith, shall be construed to include the plural as well as the singular number, and the masculine, feminine and neuter gender, whenever and wherever the context so admits or requires; and that all covenants and obligations of the respective parties hereto shall extend to and be obligatory upon their heirs, legal representatives, successors and assigns.

WITNESS the signature of the Grantor this 27th day of March, 19 76.

John Rodger
WITNESS

Dana Scott

HIS (X) MARK George Johnson

Rebecca Johnson

ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF

Personally appeared before me, the undersigned authority, duly authorized by law to take acknowledgments in and for said County and State, the within named

to me personally known, who acknowledged that signed and delivered the foregoing instrument on the day and year therein mentioned, and for the purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the day of , 19

Notary Public
My Commission Expires:

SEAL

RETURN TO:
JIM WALTER HOMES, INC.
P. O. BOX 22601
TAMPA, FLORIDA 33622

ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, John Rodger, one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn deposeth and saith that he saw the within names George Johnson and Rebecca Johnson, 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 Rebecca Johnson and George Johnson, husband and wife.

GIVEN under my hand and official seal, this the 27th day of MARCH, 19 76.

Helen L. Roberts
NOTARY PUBLIC

MY COMMISSION EXPIRES AUGUST 28, 1979

STATE OF MISSISSIPPI COUNTY

I certify that this instrument was filed for record at 10 o'clock
30 min. A. 12 day of April 1976, and that the same has
been recorded in Book 198 Page 343 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 12 day of April 1976.

4.00

H. H. Stevenson

CANCELLED BY AUTHORITY RECORDED IN BOOK 215 PAGE 50
THIS 25 DAY OF Dec 1992
CHANCERY CLERK

This Indenture, made by and between William H. Reynolds and Sherry Reynolds, parties

party of the first part; Tommy Ramer party of the second part, as Trustee; and

COMMERCIAL AND INDUSTRIAL BANK

party of the third part, WITNESSETH:

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness hereinafter described, the party of the first part does hereby convey and warrant unto the party of the second part, as Trustee, and his successors in trust, the following described real estate situated in the County of DeSoto and State of Mississippi, to-wit:

Lot 924, Section E, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 9, Page 44, in the office of the Chancery Clerk of DeSoto County, Mississippi

This conveyance is made in trust, however, to secure the payment of $ 8,872.08, 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 Five and 62/100 Dollars ($105.62) each; first of said installments being due and payable on May 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 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 6th day of April 19 76.

William H. Reynolds
William H. Reynolds

Sherry Reynolds
Sherry Reynolds

346

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

William H. Reynolds and Sherry Reynolds

who acknowledged that t he Y signed and delivered the foregoing trust deed on the day and year therein mentioned as their voluntary act and deed.

Given under my hand and seal this the 6th day of APRIL 19 76

Notary Public.

MY COMMISSION EXPIRES OCTOBER 15, 1978.

C & L Bank
Box 107
Memphis, Tenn
38101

Divisional Offices
100 North Main Building
P.O. Box 3073
Memphis, Tennessee 38103
Phone (901) 525-4343

DEED

William H. Reynolds and Sherry Reynolds

INDUSTRIAL BANK

Trustee

THE USE OF

Clerk

and ex-officio Recorder for the
said, do hereby certify that the
ing was filed for record in my

day of April

o'clock M., and has been

Trust Deed Record

and official seal, this

19

Clerk.

CE is the only guaranteed
ust real estate title issues.

Bill 3.00

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 12 day of April 1976, and that the same has
been recorded in Book 198 Page 345 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 12 day of April 1976.

Fees $ 3.00

SEAL H. H. Ferguson CLERK

This instrument prepared by Hilda Sullivan

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Register's Office of Shelby County, Tennessee, certain real property was conveyed by the hereinafter named grantorS, to Homemakers Finance Service, Inc. as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed; and

WHEREAS, All of the notes described in and secured by said trust deed have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said trust deed; and

WHEREAS, Said trust deed are briefly described as follows, to-wit:

GRANTOR	Date of Instrument	Recorded	Description of Property
James W. White, Jr. and wife Effie Lucille White	7/29/75	Book 188 Page 387	Lot 10, Mellwood Subdivision, Section 20, Township 1, Range 7, as shown on recorded plat of said subdivision in Plat Book 6, page 40 in the office of the chancery clerk of DeSoto County, Mississippi.

NOW THEREFORE, in consideration of the premises the undersigned Homemakers Finance Service, Inc. 1389 Stateline Rd., Southaven, Miss. 38671 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 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, 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 Homemakers Finance Service, Inc. has hereunto set his hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 2nd day of April 19 76

Homemakers Finance Service, Inc.

Howard Fein

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
My commission expires JUNE 1, 1977 day of 19 Notary Public

STATE OF ~~TENNESSEE~~ ~~Connecticut~~ Texas
COUNTY OF ~~SHELBY~~ Dallas

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared HOWARD FEIN with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the vice President of the Homemakers Finance Service, Inc. the within named bargainor, a corporation, and that he as such vice President being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as vice President.

WITNESS my hand and seal at office in Stamford, Ct. this 2nd day of April 19 76.

MY COMMISSION EXPIRES
My commission expires JUNE 1, 19 day of 19 Notary Public

* Do not write below this line - FOR REGISTERS USE ONLY *

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 12 day of April 1976, and that the same has been recorded in Book 198 Page 347 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 12 day of April 1976.

Fees $ 2.50 pd. SEAL H. H. Ferguson CLERK

348

STATE OF MISSISSIPPI)
) ss.
COUNTY OF DeSoto)

OK

ASSIGNMENT OF DEED(S) OF TRUST

THIS ASSIGNMENT OF DEED(S) OF TRUST, executed this 24 day of March 19 76, 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 ~~Unifirst Federal 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.
Russell Callahan, Jr.	March 31, 1975	184	367
William E. Carter	March 14, 1975	184	63
Henry B. Bassi	April 7, 1975	184	501
* Theodore X. Wiernasz	May 15, 1975	186	19
Ronald E. Stafford	June 19, 1975	187	265
Raymond L. Nicholson	September 26, 1975	191	253
David W. Britt	November 15, 1975	193	191
		189	17

*rerecorded per

This Assignment is made without representation, warranty or recourse on Assignor herein.

Witness the execution hereof by the Government National Mortgage Association, through its duly authorized Attorney-in-Fact, whose appointment is published at 37 F.R. 16799 or 24 C.F.R. 300.11.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION

BY: Robert A. Chambers
Robert A. Chambers Attorney-in-Fact

STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

Personally appeared before me the undersigned authority in and for the jurisdiction aforesaid, Robert A. Chambers, who acknowledged that he is Attorney-in-Fact for Government National Mortgage Association and that, for and on behalf of said Corporation and as its act and deed, he signed and delivered the above and foregoing instrument on the day and year therein mentioned, being first duly authorized so to do by said Corporation.

WITNESS my signature and official seal of office this 9th day of March 19 76.

Linda Truehart Harris
Notary Public, Georgia at Large

(SEAL) Notary Public, Georgia, State At Large
My Commission Expires Jan. 2, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. 13 Apr 1976, and that the same has
198 348 been recorded in the records of REAL ESTATE Deed
12 Apr 1976.

2.50 pd.

H. G. Ferguson

O/P BE

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 26th day of March 19 71, made and executed by William L. Anderson and Susan Jane Anderson 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. 126 on page 358 of the Record of Trust Deeds, on the 26th day of March, A. D. 19 71, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law. This the 9th day of April, 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 9th day of April A. D. 19 76

NOTARY

My Commission Expires Jan. 7, 1978

Elois M. Barbee

LAWRENCE-GAUSHWOOD 67644

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 April 1976, and that the same has been recorded in Book 198 Page 349 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 12 day of April 1976.

Fees $ 2.50 paid.

H. H. Ingram CLERK

350

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

0/1 M.

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 14th day of April 19 72, made and executed by Ervin K. Brown and Ruth H. Brown 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. 141 on page 13 of the Record of Trust Deeds, on the 17th day of April, A. D. 19 72, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law. This the 9th day of April, 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 9th day of April A. D. 19 76

My Commission Expires Jan. 7, 1978

Elois M. Barbee

LAWYERS-DAYENPORT 37844

STATE OF MISSIS COUNTY

I certify that the instrument was filed for record at 10 o'clock

30 minutes A. M. 12/78 of April 1976, and that the same has been recorded in the records of REAL ESTATE Trust Deed of said County.

Witness my hand this 12 day of April 1976.

Fee $ 2.50

H. H. Ferguson

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

O/K AR

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 11th day of April 19 75, made and executed by Louis G. Caldarera

and Elaine E. Caldarera of , to The Hernando Bank

the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto

County, in the State of Mississippi in Real Estate Trust Deed Record No 184 on page 636

of the Record of Trust Deeds, on the 14th day of April A. D. 19 75, is now fully paid

and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto

County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of

said County also as provided by law. This the 9th day of April, 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 9th day of April A. D. 19 76

My Commission Expires Jan. 7, 1978

Elois M. Barbee

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock

30 minutes A. M. 12 day of April 1976, and that the same has

been recorded in Book 198 Page 351 records of REAL ESTATE Trust Deed

of said County.

Witness my hand and seal this the 12 day of April 1976.

Fees $ 2.50 pd. H. R. Ferguson CLERK

352

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 12th day of March 19 74 made and executed by Johnnie B. Guy and

Shirley Ann Guy 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. 172 on page 459

of the Record of Trust Deeds, on the 20th day of March, A. D. 19 74, is now fully paid

and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto

County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of

said County also as provided by law. This the 9th day of April, 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 9th day of April A. D. 19 76.

Elois M. Barbee

My Commission Expires Jan. 7, 1978

STATE OF MISSISSIPPI COUNTY

I certify that this instrument was filed for record at 10 o'clock

30 minutes A.M. 12 day of April 1976, and that the same has

been recorded in 198 352 records of REAL ESTATE Trust Deed

of said County.

Witness my signature on the 12 day of April 1976.

2.50

H. H. Ferguson

O/T B.S.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 19th day of March 19 71, made and executed by Walter V. Hopper, Jr.

and Marilyn B. Hopper 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. 126 on page 204

of the Record of Trust Deeds, on the 23d day of March, A. D. 19 71, is now fully paid

and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto

County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of

said County also as provided by law. This the 9th day of April, 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 Eloís M. Barbee, Notary Public

in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 9th day of April A. D. 1976

Eloís M. Barbee

My Commission Expires Jan. 7, 1978

LAWYERS-GREENWOOD 67844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 12 day of April 1976, and that the same has been recorded in Book 198 Page 353 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 12 day of April 1976.

Fees $ 2.50 pd. SEAL H. H. Ferguson CLERK

354

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

O/P D.T.

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank.

of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed bearing date the 5th day of March 19 73, made and executed by Gayron B. Murphree and Diane B. Murphree 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 155 on page 287 of the Record of Trust Deeds, on the 12th 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. This the 9th day of April, 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 9th day of April A. D. 1976

My Commission Expires Jun. 7, 1978

Elois M. Barbee

LAWRENCE-GREENWOOD 87344

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. 12 of April 1976, and that the same has been recorded in Book 198 page 354 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal of office this the 12 day of April 1976.

Fees $ 2.50

H. H. Stegner CLERK

O/P Rel.

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 HORN LAKE-Branch of THE HERNANDO BANK- of Horn Lake, Mississippi the beneficiary, does hereby certify that a certain trust deed bearing date the 31st day of October 19 75, made and executed by LEON H. DOWNEN and wife, ANN DOWNEN, 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 192 on page 577 of the Record of Trust Deeds, on the 5th day of November, A. D. 19 75, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

THE BANK OF HORN LAKE
(Branch of THE HERNANDO BANK)

By: A. S. Ballard, Jr., PRESIDENT

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority a Notary Public in and for County and State aforesaid, A. S. BALLARD, JR., the President of THE BANK OF HORN LAKE - Branch of THE HERNANDO BANK, who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of said bank, he being authorized so to do.

Given under my hand and seal of office this 9th day of April, A. D. 19 76.

(SEAL) NOTARY PUBLIC

My Commission Expires: My Commission Expires Jan. 7, 1978

LAWYERS-GREENWOOD 61844

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 April 1976, and that the same has been recorded in Book 198 Page 355 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 12 day of April 1976.

Fees 2.50 H. P. Ferguson CLERK

356

6415 REMOX CV. 38671
SOUTHAVEN, MISS.

REAL PROPERTY AGREEMENT RELEASE

WHEREAS, By the hereinafter described real property agreement, heretofore recorded in the Register's Office of Shelby County, Tennessee, certain real property was conveyed by the hereinafter named grantor's, to NATIONAL BANK OF COMMERCE, MEMPHIS , TENNESSEE as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such real property agreement; and

WHEREAS, All of the notes described in and secured by said real property agreement have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said real property agreement and

WHEREAS, Said real property agreement are briefly described as follows, to-wit:

GRANTOR	Date of Instrument	Recorded	Description of Property
SAMMUEL L. WORD JANICE W. WORD	MAY 3, 1973	Book 158 Page 332	LOT 2639, section M. IN SOUTHAVEN WEST SUBDIVISIO IN DESOTO, MISSISSIPPI.

NOW, THEREFORE, in consideration of the premises the undersigned NATIONAL BANK OF COMMERCE, MEMPHIS, TENNESSEE as legal owner and holder of the notes secured by said real property agreement acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said real property agreement, and to this end quit claim, and convey to said grantor, it's heirs and assigns all it's right, title, and interest in and to the real estate described in said real property agreement, to which reference is made for a more particular description of said property.

The undersigned, NATIONAL BANK OF COMMERCE, MEMPHIS, TENNESSEE covenants with the said grantor, that The Y the legal ownersand holdem of the notes described in and secured by said real property agreement and that the y have the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said NATIONAL BANK OF COMMERCE, MEMPHIS, TENN. has hereunto set it's hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 2nd day of APRIL 19 76 .

NATIONAL BANK OF COMMERCE, MEMPHIS, TENNESSEE

BY: GARY D. CANTRELL, INSTALLMENT LOAN OFFICER

STATE OF TENNESSEE
COUNTY OF SHELBY

On this _____ day of _____, 19_____, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written.

_____
Notary Public

My commission expires _____ day of _____, 19_____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared GARY D. CANTRELL, INSTALLMENT LOAN OFFICER with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the inst. loan officer of the NATIONAL BANK OF COMMERCE, MEMPHIS, TENN. the within named bargainor, a corporation, and that he as such INST. LOAN OFFICER being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as INST. LOAN OFFICER.

WITNESS my hand and seal at office in MEMPHIS, TENNESSEE this 2nd day of APRIL ,19 76 .

Notary public

My commission expires 22nd day of NOVEMBER 19 76 .

STATE OF MISSISSIPPI COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 day of April 1976, and that the same has been recorded in the records of REAL ESTATE Trust Deed
of said
Witness my hand this 12 day of April 1976.
H. H. Jackson

2.50

(SALES)

STATE OF MISSISSIPPI)
) ss.
COUNTY OF DeSoto)

ASSIGNMENT OF DEED(S) OF TRUST

THIS ASSIGNMENT OF DEED(S) OF TRUST, executed this 16 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 Wortman & Mann, Inc. called ASSIGNEE.

FOR VALUE RECEIVED, the within instrument(s) is (are) hereby transferred, assigned, and conveyed to Assignee together with the property described therein and the debt secured thereby, said instrument(s) being recorded in the records of the office of the Chancery Clerk of DeSoto County, Mississippi, and duly identified as follows:

Original Mortgagor	Date of Mortgage (Deed of Trust)	Book No.	Page No.
Paul David Boardman	10-28-75	192	554
Phillip R. Germano	4-1-75	184	353
Robert W. Wadsworth	5-16-75	185	607

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: B. H. Dixon
B. H. Dixon Attorney-in-Fact

STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

Personally appeared before me the undersigned authority in and for the jurisdiction aforesaid, B. H. Dixon, 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 16th day of March, 1976.

Allene D. DeClark
Notary Public, Georgia at Large

My commission expires 8/22/78

(SEAL)

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 April 1976, and that the same has been recorded in Book 198 Page 357 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal of the 12 day of April 1976.
Fee $ 3.50 Ed.
H. H. Ferguson

358

SUBSTITUTION OF TRUSTEE

WHEREAS, on December 30, 1971 a Land Deed of Trust was executed by Robert Edward Bradley and wife, Carolyn D. Bradley to George S. Sanders, Jr., Trustee for Colonial Savings & Loan which Deed of Trust is recorded in the office of the Chancery Clerk of DeSoto County, Mississippi, at Hernando in Deed of Trust Book 137 at Page 116, and,

WHEREAS, said Deed of Trust was assigned by Colonial Savings & Loan to Harlem Savings Bank by assignment dated February 1, 1973 and recorded in the office of the Chancery Clerk aforesaid in Book 155 at Page 574, and,

WHEREAS, Harlem Savings Bank, as the holder of the aforesaid Deed of Trust, desires to substitute another trustee in the place and stead of the said George S. Sanders, Jr. as it has a legal right to do under the terms and provisions of said Deed of Trust,

NOW, THEREFORE, Harlem Savings Bank, acting by and through its duly authorized officer, does hereby nominate and appoint Roy D. Powell in that certain Land Deed of Trust recorded in the office of the Chancery Clerk of DeSoto County at Hernando, Mississippi in Book 137 at Page 116.

WITNESS THE SIGNATURE OF THE CORPORATION, this ____ day of MAR 24 1976, 1976.

HARLEM SAVINGS BANK

By Harry N Darrow

Its HARRY N. DARROW, VICE PRESIDENT

STATE OF NEW YORK

COUNTY OF NEW YORK

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, HARRY N. DARROW, VICE PRESIDENT who is an officer and the VICE PRESIDENT of Harlem Savings Bank, who acknowledged that he executed and delivered the foregoing Substitution of Trustee for and on behalf of said corporation, after having been duly authorized so to do.

WITNESS MY SIGNATURE AND SEAL OF OFFICE, this ____ day of MAR 24 1976, 1976.

Jane A. Francis

NOTARY PUBLIC

My Commission Expires:

JANE A. FRANCIS
Notary Public, State of New York
No. 41-1722397
Qualified in Queens County
Commission Expires March 30, 1977

STATE OF MISSISSIPPI COUNTY

I certify that this instrument was filed for record at 10 o'clock 30 minutes A. M. on the 12 day of April 1976, and that the same has been recorded in Book 198 of the records of REAL ESTATE Trust Deed at page 358.

Witness my hand and seal of office this 12 day of April 1976.

2.50

H. H. Ferguson

Form No. T-811

Deed of Trust

This Indenture Made this the 14th day of March 19 76 by and between John E. McGinnis and wife, Nancy E. McGinnis of the first part, J.R. Wilson and W.W. Clayborne as Trustee, and Union Planters National Bank of the second part, of the third part:

WITNESSETH, That the party of the first part, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar, paid by the party of the second part, the receipt whereof is hereby acknowledged, does by these presents, CONVEY AND WARRANT unto the said party of the second part, and their successors in trust, the following described real estate situated in the county of DeSoto and STATE OF MISSISSIPPI, to-wit:

Lot 21, Tall Oaks Subdivision, Section 32, Township 1, Range 7 West, as shown on recorded plat of said Subdivision in Plat Book 6, Page 37 in the Office of the Chancery Clerk of Desoto County, Mississippi.

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 THEIR 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 Nine Thousand Three Hundred Nine and 00/100 dollars

one promissory note of even date herewith executed by John E. McGinnis and wife, Nancy E. McGinnis, payable to the order of Union Planters National Bank at its place of business in Memphis, Tennessee, in the sum of $9309.00 in sixty monthly instalments being in the sum of $155.15 each on the 3rd day of each month, beginning May 3, 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 at this time or shall hereafter during the tenure of this Trust Deed owe the Union Planters National Bank.

~~and one note of XXXX

360

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.

John E. McGinnis (SEAL)
Nancy E. McGinnis (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF Tennessee
COUNTY OF Shelby } ss. Acknowledgment.

Personally appeared before me, the undersigned

in and for the State and County aforesaid, the within-named John E. McGinnis and wife, Nancy E. McGinnis

who acknowledged that they signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and seal, this the 12th day of March, 1976

Jeanette James
Notary Public.

MY COMMISSION EXPIRES SEPTEMBER 23, 1979

PPI

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and wife,

s

W. Clayborne

onal Bank

ss.

Clerk

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day of
A. D. 1976

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19
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. 12 day of April 1976, and that the same has been recorded in Book 198 Page 359 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 12 day of April 1976.

Fees $3.00 pd. SEAL H. H. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 361
238 PAGE 647
THIS 28 DAY OF Feb. 1979
H. G. Ferguson
CHANCERY CLERK

DEED OF TRUST

WHEREAS, Larry F. & Sharon L. Morris Southaven, Ms. are justly indebted to LIBERTY LOAN CORPORATION in the sum of Four Thousand Two Hundred Forty Eight & no/100---------- DOLLARS and according to the terms of a promissory note of even date herewith made by borrowers payable to lender and described more fully as herein set out, dated 4-8-76 and payable in 36 monthly installments of $ 118.00 each on the 8 day of each and every month thereafter until paid, with interest after maturities, and providing for the maturity of the entire note, at the option of the holder thereof, for failure to pay any installment or fulfill any obligation of said note, due consideration being allowed for unearned interest, and providing for a reasonable attorney's fee, for collection, of not less than twenty per cent of balance, principal and interest, or a minimum of TEN DOLLARS, which promissory note has been negotiated through and guaranteed by the licensed broker LIBERTY LOAN CORPORATION

WHEREAS borrowers are anxious to secure the payment of said indebtedness together with any other indebtedness that may become due and owing under the terms of this instrument.

NOW, THEREFORE, in consideration of FIVE AND NO/100 ($5.00) DOLLARS, to the undersigned Grantors this day paid by CONWAY YATES Trustee, the receipt of which is hereby acknowledged, the grantors do hereby convey and warrant unto the said Trustee, the following described land and property, together with all the hereditaments and appurtenances, thereunto appertaining, including so far as they now are, or may hereafter belong to or be used in connection with the buildings now or hereafter to be erected on said premises, all elevators, heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom, thereupon situated and thereunto belonging, lying and being situated in the City or Town of Hornlake, Mississippi District of Desoto County, State of Mississippi, and more particularly described as follows, to-wit:

Lot 325 Section A DESOTO VILLIAGE SUBDIVISION, IN THE SECTION 34, Township 1 South, Range 8 West, as shown on plat of record in plat book 7 pages 9 thru 14, in the office of the Chancery Clerk of Desoto County, Miss., going more particularly described as follows, beginning at point in the southeasterly line of Greenbrook Cove North 74,49 feet to a point at the Western-most corner of Lot 326 of said lot 326 of said subdivision; thence southward 35ft to a point at the eastern most corner of said lot 324; thance northwestardly 99.88 feet to the point of begin.

	4248.00
Ldrs. Int.:	1555.78
Ser. Chg.:	
Ins.:	127.44
Fire Ins.:	127.44
Cash to Cust.:	2692.22

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 an joint maker, surety, endorser or guarantor, together with all extensions and renewals of any of the aforementioned obligations, or any part thereof, and whether otherwise secured or not.

Second: If default be made in any payment of any installment of principal or interest of any indebtedness herein provided for when the same may become due and payable, then the whole of the indebtedness indemnified by this instrument, may at the option of the beneficiary, and without notice of the grantor be declared immediately due and payable.

Third: A failure on the part of the beneficiary to exercise any option herein contained in event of default being made, shall not constitute a waiver of the beneficiary's right to exercise said option in event of any subsequent default.

Fourth: In case the grantors or either of them or their vendees of the property herein conveyed, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or, proceedings be instituted to put them in involuntary bankruptcy, or should any proceeding be taken against the grantors, or the said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or trustee, then, and in either or any such case all rents becoming due thereafter on the property herein conveyed shall be due and payable to the beneficiary herein, to be applied on any loss sustained by the beneficiary herein and the whole indebtedness may be declared due and payable by the lender or the beneficiary herein.

Fifth: The grantors further bind themselves not to abandon said property and to covenant that waste will not be committed or suffered to be committed thereon, and a breach of either of these agreements and conditions shall cause the entire indebtedness to the lender to become due and payable at the option of the said lender or beneficiary herein.

Sixth: It is further agreed that said property shall be kept fully insured for the benefit of the said beneficiary and payable to it in the event of loss as its interest may appear, for application by it, in behalf of the undersigned, to any balance then remaining outstanding on the aforesaid note, whether all thereof be due and payable or not.

Seventh: It is further agreed that all taxes maturing from time to time on said property shall be kept promptly paid. For default in either of said matters, the trustee may make sale of said property hereinafter provided in event of default of payment of said note by the undersigned, and of all or any part thereof by said beneficiary and apply the proceedings for the benefit of the undersigned and guaranty of said beneficiary, 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 CONWAY YATES, Trustee named herein, or his successor or successors, if from any cause the said Trustee, or his successor or successors shall not be present, able and willing to execute this trust.

This conveyance, however, is in trust to indemnify LIBERTY LOAN CORPORATION against any loss they may sustain on the said note secured hereby and any and all other indebtedness or losses that may become due and owing to the beneficiary-lender under the terms of this instrument and indemnified and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security, and any other indebtedness that may become due and owing by the grantors to the beneficiary during the term of this deed of trust arising in any manner whatsoever. If all of the notes heretofore mentioned shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest, or in the payment of taxes or insurance as provided herein, or in the payment when due and demandable of any other item mentioned herein, or the interest thereon, or if default is made in any other covenant herein contained, then in that event the entire principal sum secured hereby, with all interest and charges accrued thereon, and all amounts herein, shall at the option of the beneficiary, be and become at once due and payable without notice to the grantors, and the trustee herein named, or his successor, or successors, shall, at the request of the beneficiary, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid, then unpaid, after giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments, if any, thereto, and make a deed to the purchaser or purchasers thereof. Out of the proceeds arising from said sale, the costs and expenses of executing this deed of trust, including a ten (10%) percent trustee's fee, which is hereby agreed to be a reasonable trustee's fee, and the attorney's fee prescribed in said note or notes, shall first be paid, next the amount of said indebtedness then remaining unpaid shall be paid and lastly, any balance remaining shall be paid to the undersigned grantors or to their proper representatives, agents or assigns.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN TESTIMONY WHEREOF, Witness the signature of the grantors on this the 8th Day of March A.D., 19 76

Larry F. Morris Larry F. Morris

Sharon L. Morris Sharon L. Morris

STATE OF MISSISSIPPI
Desoto COUNTY

Personally appeared before me, the undersigned Bonnie D. Bonnie Bailey
in and for said County, the within named Larry F. Morris & Sharon L. Morris
who acknowledged that ____ signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office this 9th day of April 19 76.
My Commission Expires March 13, 1979

Bonnie D. Bonnie Bailey

Form 220 Rev. 4/68

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 12 day of April 1976, and that the same has
been recorded in Book 198 Page 361 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal of office this 12 day of April 1976.

FEE $2.50 pd

H. G. Ferguson

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STATE OF MISSISSIPPI

COUNTY OF DESOTO

ASSIGNMENT OF DEED OF TRUST

For value received, FIRST NATIONAL BANK OF MEMPHIS,

Assignor does hereby grant, bargain, sell, convey and assign to

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION all its right, title and

interest in and to that certain Deed of Trust executed by

Elmo A. Battistelli, Jr. and wife, Jennie M.

on the 6th day of February, 19 76 and recorded in

Vol. 196 Page 417, together with the debt secured thereby, and all

its right, title and interest in and to the property therein described.

In witness whereof, Assignor has executed this instrument this 7th

day of April, 19 76.

FIRST NATIONAL BANK OF MEMPHIS
Assignor

By: Doyle W. Bradsher

Vice President
Title

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, Mary C. Utterback, a Notary Public within and for the State and County aforesaid, personally appeared Doyle W. Bradsher, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Vice President of the FIRST NATIONAL BANK OF MEMPHIS, the within named party, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and seal at office, this 7th day of April, 19 76.

Mary C. Utterback
Notary Public
My Commission Expires: MY COMMISSION EXPIRES SEPT. 22, 1975
(SEAL)

This instrument was prepared by: Janie Forsythe
Address: 165 Madison Avenue
Memphis, Tennessee

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. on the 12 day of April 1976, and that the same has been recorded in Book 198 Page 362 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal of office this the 12 day of April 1976.

Fees 2.50

H. H. Ferguson
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
202 PAGE 355
THIS 22 DAY OF July 1976
W D 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 330, 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: ($34,400.00) Thirty-Four Thousand Four Hundred & 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.

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V. If said Grantor or Grantors shall default in the payment of [illegible] 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 instfument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural, the singular.

IX. In case of foreclosure and sale of the property herein conveyed, the Beneficiary or any owner or holder of the notes secured hereby shall have the same right to purchase at said sale as if a stranger to this instrument.

Witness the signature of the Grantor , this 9th day of April 1976

ROGCO BUILDING CORPORATION

BY: Roger L. Benson, President

STATE OF MISSISSIPPI,)

COUNTY OF)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named

who acknowledged that signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and official seal, this 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 Roger L. Benson who acknowledged that he is the President of ROGCO BUILDING CORPORATION a corporation and that for and on behalf of said corporation and as its act and deed, he signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, his having been first duly authorized so to do.

Given under my hand and official seal, this the 9th day of April

NOTARY PUBLIC

My Commission Expires: 1976

NOTARY PUBLIC

My Commission Expires January 6, 1977

DEED

STATE OF MISSISSIPPI, DESOTO COUNTY

I, the undersigned, Clerk of the Chancery Court of said County, hereby certify that the within instrument was filed for record in my office on the 12th day of April 1976, and was duly recorded in Book 198 Page 363 of the records of said County.

Witness my hand and seal of office this the 12 day of April 1976.

By

Clerk's Fees $ 3.50

SEAL H. H. Ferguson CLERK

Fees $ 3.50 pd.

SOUTHAVEN

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 April 1976, and that the same has been recorded in Book 198 Page 363 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 12 day of April 1976.

Fees $ 3.50 pd. SEAL H. H. Ferguson CLERK

1

CANCELLED BY AUTHORITY. RECORDED IN BOOK 397 PAGE 561
THIS 16th DAY OF April 19 87
W. G. Ferguson
Chancery Clerk
by D. Taylor, D.C.

Assignment this Instrument Recorded in Real Estate To Book 365
No. 251 Page 723
This the 8 day of Nov 19 79
H. G. Ferguson

STATE OF MISSISSIPPI
FHA FORM NO. 2135 M
Revised February 1973

DEED OF TRUST

This form is used in connection with deeds of trust insured under the one- to four-family provisions of the National Housing Act.

THIS DEED OF TRUST, made and entered into this 8th day of April, 1976, by and between

JOHN M. ELDRED and wife, DEBRA C. ELDRED,

, hereinafter called the Grantor;

John Land McDavid, , hereinafter called the Trustee, and

BAILEY MORTGAGE COMPANY

and existing under the laws of the STate of Mississippi, a corporation organized and post-office address at 161 E. Amite St., Jackson, Miss. 39205, having its principal office Beneficiary:

, hereinafter called the

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar ($1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described real estate, together with all buildings and improvements thereon (or that may hereafter be erected thereon); and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all plumbing, heating, and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises, situated in the County of DeSoto, State of Mississippi, to wit:

Lot 1045, Section A, Southaven West Subdivision, in Section 23, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 2, Pages 43-46, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The funds derived from the indebtedness secured by this deed of trust have been entirely used to pay theseller all or a part of the purchase price of the prcperty described above.

TO HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to

BAILEY MORTGAGE COMPANY, a corporation organized and existing under the laws of the State of Mississippi, the payment of a certain promissory note of even date herewith in the principal sum of Twenty-Four Thousand One Hundred Fifty and No/100 ----------Dollars ($ 24,150.00), 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

Bailey Mortgage Company, 161 E. Amite St., Jackson, Miss. 39205

in

or at such other place as the holder may designate, in writing, in monthly installments of One Hundred Ninety and 06/100 ----------Dollars ($ 190.06), commencing on the first day of May, 176, 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 (½) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

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(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under *(b)* of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under *(b)* of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of *(a)* of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of *(b)* of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under *(b)* of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under *(a)* of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the indebtedness secured hereby, whether due or not.

9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within sixty (60) days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the said time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebtedness secured and intended to be secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed

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) hwe hereunto set their hand(s) the day and year herein first written above.

John M. Eldred

John M. Eldred

Debra C. Eldred

Debra C. Eldred

STATE OF MISSISSIPPI,

COUNTY OF DESOTO } S.S.

Personally appeared before me Deborah B. Ansbro the undersigned Notary Public in and for the said County, the within named John M. Eldred and Debra C. Eldred, his wife, who acknowledged that t he y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 8th day of April, 1976.

My Commission expires:
1-8-80

Deborah B. Ansbro

Notary Public

STATE OF MISSISSIPPI

COUNTY OF } S.S.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 12th day of April 1976, and that the same has been recorded in Book 198 Page 365 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 12 day of April 1976.

Fees $ 5.00 pd.

SEAL H. M. Ferguson CLERK

12 5.00

GPO 943-297

368

CANCELLED BY SATISFACTORY INSTRUMENT IN BOOK
550 124
THIS 6 day of Aug A.D. 91
W. E. Davis
By BC/DC

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1953)
L A N D

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between HERNANDO LUMBER COMPANY, INC.

of the first part, hereinafter designated as the Grantor, WILLIAM W. BALLARD

Trustee, of the second part, hereinafter designated as Trustee, and

THE HERNANDO BANK of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Forty Thousand and No/100 - - DOLLARS ($ 40,000.00) evidenced by 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: 8 monthly installments of $5,000.00 each and beginning May 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 land in DeSoto County, MS described as follows, to-wit; Lot 5 in the Town of Hernando, DeSoto County MS on Section 18, Township 3, Range 7 West as shown by the official map of the Town of Hernando on file in th office of the Chancery Clerk of DeSoto County, and being the same land conveyed to The Hernando Lumber Company, Inc. by deed dated January 23, 1965 as of Record in Deed Book 61, Page 43, in the office of the Chancery Clerk of DeSoto County, Ms. with improvements thereon.

Copyright Mississippi Bankers Association

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 9th day of April 19 76

HERNANDO LUMBER COMPANY INC.

STATE OF MISSISSIPPI,
COUNTY OF

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Hernando Lumber Company, Inc. by Ernest L. Sowell, Jr. Vice President 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 9 day of April 19 76

My Commission Expires: My Commission Expires Jan. 7, 1978

Notary Public

STATE OF MISSISSIPPI COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 A. D. 19 76 and that the same has
been recorded in Book 368 of REAL ESTATE Trust Deeds

Witness my hand and seal this the 12 day of April 1976

Fees $ Pd.

SEAL H. G. Jamison CLERK

A S S I G N M E N T

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other valuable considerations, the receipt , amount and sufficiency of which is hereby acknowledged, the undersigned does hereby transfer, sell, assign and deliver unto

Government National Mortgage Association

of Washington, D. C. , that certain Deed of Trust executed by

Richard H. Doyle and wife, Mary B. Doyle

to G. L. Oates , Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 24th day of March, 1976 encumbering certain lands in the County of DeSoto , State of Mississippi, which said Deed of Trust is recorded in Book 197 at Page 555 in the Office of the Chancery Clerk of DeSoto County Mississippi , all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness in the original principal amount of $ 36,950.00 thereby secured.

IN WITNESS WHEREOF the undersigned has caused this assignment to be executed by its duly authorized officers, and its corporate seal to be affixed thereto on the 8th day of April, 1976

WORTMAN & MANN, INC.

BY: _____
Thomas J. Tompkins, Vice President

ATTEST:

BY: _____
Charles M. Kelly, Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Thomas J. Tompkins and Charles M. Kelly , who acknowledged that they, as Vice President and Vice President respectively, for and on behalf of and by authority of said Wortman & Mann, Inc, signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto on the day and year therein mentioned for the intent and purpose therein expressed.

Given under my hand and official seal of office, this 8th day of April, 1976

My Commission Expires August 2, 1979

_____
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 12 day of April 1976, and that the same has been recorded in Book 198 Page 371 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 13 day of April 1976.

2.50

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o/2 B. R.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County, } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank

of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed bearing date the 23rd day of April 1974, made and executed by Richard E. McGowen and wife, Arlene McGowen of to The Hernando Bank the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No. 174 on page 405 of the Record of Trust Deeds, on the 26th day of April, 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 12th day of April, 1976.

THE HERNANDO BANK

By: A. S. Ballard, Jr.

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority a notary public in and for County and State aforesaid, A. S. Ballard, Jr. 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 said bank after being duly authorized so to do.

Given under my hand and seal of office this 12th day of April A. D. 1976

My Commission Expires Jan 8 1978

Elaine M. Barber

Notary Public

LAWYERS-GREENWOOD 87844

STATE OF MISSISSIPPI COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. 13 of April 1976, and that the same has been recorded in Book 198 of the records of REAL ESTATE Trust Deed of said County, Page 372

Witness my hand and seal of office this 13 day of April 1976.

FEES 2.50

H. H. Ferguson D.C.

FILED AND RECORDED IN BOOK 341 PAGE 6
THIS 19 DAY OF April 1976
CHANCERY CLERK

LICENSED LENDER
FINANCEAMERICA CORPORATION

LAND DEED OF TRUST

1711 STATELINE ROAD SOUTHAVEN, MISSISSIPPI 38671
NO. AND STREET CITY

NO. 31215-7 | MONTHLY INSTALLMENT DUE DATE 19th

MORTGAGORS—BORROWERS

JAMES L. COLLINS
897 CAMELOT
HORN LAKE, MS. 38637

SPOUSE
ADOCIA M.

LOAN DATE 4/12/76

INTEREST (DISCOUNT)	SERVICE CHARGE	COMBINED DISC. & SERV. CHG.	OFFICIAL FEES	TOTAL OF PAYMENTS (AMT. OF LOAN)
$2447.32		$2447.32	$5.00	$7200.00

PRINCIPAL AMT. OF LOAN $4752.68

NOTE IS PAYABLE IN MONTHLY PAYMENTS, THE FIRST ONE $1 200.00 AND 35 $200.00 EACH EXCEPT FINAL PAYMENT SHALL BE UNPAID BALANCE

FIRST PAYMENT DUE 5/19/76

FINAL PAYMENT DUE 4/19/79

RATE

RESCISSION DATE 4/15/76

THIS DEED OF TRUST, made and entered into the day and year below written by and between the Borrowers named above of the first part, hereinafter designated as the GRANTORS Robert Q. Whitwell, Attorney, Trustee, of the second part, hereinafter designated as TRUSTEE; and the LICENSED LENDER named above, of the third part, hereinafter designated as the BENEFICIARY;

WITNESSETH: THAT WHEREAS the Grantors are justly indebted to the Beneficiary in the total note (Contract of Loan) amount shown above, evidenced by promissory note of even date herewith payable as above set forth, each and every term, condition and stipulation contained in said note is specifically made a part of this agreement;

AND WHEREAS, Grantors are anxious to secure the payment of said indebtedness, together with any other indebtedness that may become due and owing under the terms of this instrument;

THEREFORE, in consideration of One Dollar ($1.00), to the undersigned Grantors this day paid by the aforesaid Trustee, receipt whereof is hereby acknowledged, the Grantors do hereby convey and warrant unto the said Trustee the below described land and property situated in DeSoto County, Mississippi, to wit:

Lot 349, Sec. "A", in DeSoto Village Subdivision on Sec. 34, Township 1 South, Range 8 West as shown by the plat recorded in Plat Book 7, Pages 9 through 14 in the Office of the Chancery Clerk of said county.

This deed of trust secures not only the aforementioned indebtedness but also such future and additional advances as may be made to the Grantors, or either of them, by the Beneficiary in a sum of not exceeding $10,000.00 before the cancellation of record of this instrument.

Grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on the premises insured against loss or damage by fire, storm, and other hazards in such reliable insurance company or companies as may be acceptable to beneficiary and in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to beneficiary, his successors or assigns, and Grantors as their interests may appear. In the event of loss, grantor shall immediately give notice by mail to beneficiary who make make proof of loss if the same is not promptly made by grantor.

Grantor will pay all taxes and assessments, general or special, which may be assessed against the land, premises, or property, or on the interest of trustee or beneficiary therein, or on 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 on either trustee or beneficiary, and further will furnish annually to beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

The failure on the part of 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 on trustee or beneficiary, or on the rendering by any Court of competent jurisdiction of a decision that the stipulation or provisions herein covering the payment of taxes or assessments is legally inoperative, shall give to beneficiary or to the owner or holder of the note 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 trustee, or his successor, in accordance with the provisions of this conveyance hereinafter set out. But in case such default consists in the failure to keep the property insured or to pay the taxes herein required, beneficiary, or the owner or holder of the note secured hereby, may procure the insurance and pay the taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring such insurance or in paying the taxes or assessments or in redeeming the 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 beneficiary or the owner or holder of the note secured hereby elects to advance insurance premiums and/or taxes, the receipt of an agent of the insurance company or companies in which the insurace 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, be conclusive as between the parties to this conveyance of the amount and validity of the taxes or assessments and of the fact of the payment thereof.

690 Miss.

The Beneficiary or any owner of the note, notes or indebtedness secured hereby, may at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the Trustee herein named. If the Beneficiary, or the owner or holder of the note, notes or indebtedness secured hereby, be a corporation, such appointment may be made by any one of its officers or agents.

THIS CONVEYANCE IS IN TRUST. Should Grantors pay said indebtedness and interest owing thereon at maturity, as well as any other indebtedness to said Beneficiary represented by other notes, open account, overdraft, obligations, or otherwise, this conveyance shall be void; otherwise at the request of said Beneficiary, or any holder of said indebtedness, said Trustee, or any successor appointed in his place, shall sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid, after having published notice of the time, place and terms of sale in some newspaper published in said County for three consecutive weeks preceding the date of said sale; and by posting one notice thereof at the Court House of said County for said time. Out of the proceeds, arising from said sale, the amount of said indebtedness then remaining unpaid shall first be paid, and any balance remaining, shall be then paid the Grantors, or to their proper representatives.

In witness whereof, the Grantors hereunto set their hands and seals this 12th day of APRIL 1976
Signed in the presence of:

Linda G. Stivers

Barbara O. Nelson

x James L. Collins (SEAL)

x Adocia M. Collins (SEAL)

x (SEAL)

STATE OF MISSISSIPPI,

DeSoto County.

Personally appeared before me, the undersigned Notary Public in and for said County, the within named James L Collins & Adocia M Collins

who acknowledged that they signed and delivered the foregoing instrument on the day and year herein mentioned.

Given under my hand and official seal of this 12th day of April 1976

Rebecca L McCarley

My Commission Expires April 22, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 15 minutes A. M., on the 13 day of April 1976, and that the same has been recorded in Book 198 Page 373 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal of office this the 13 day of April 1976.

Fees $ 3.50 pd.

SEAL H. H. Ferguson CLERK

Return To:
Record D...
Suite 9...
Memphis...

Filed for ... 19 76 ... Clerk
... Court
... for record
... M., on
19 76
... day of
... Clerk
... D. C.
For rec...
Per ...
Taking ...
Certific...
Total ...

CANCELLED BY AUTHORITY RECORDED IN BOOK
258 PAGE 244
THIS 24 DAY OF April 19 80
W. G. Ferguson
CHANCERY CLERK

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between CARLOS GENE WASSON and Wife, BRENDA P. WASSON

of the first part, herewith designated as the Grantor(s), Robert Q. Whitwell Trustee, of the second part, hereinafter designated as Trustee, and SOUTHAVEN BRANCH, COAHOMA BANK, Southaven, Miss., of the third part, hereinafter designated as the Beneficiary.

ated as the Beneficiary,

WITNESSETH: That whereas the Grantor(s) is justly indebted to the beneficiary in the full sum of

THREE THOUSAND NINE HUNDRED TWENTY AND 12/100---------- DOLLARS
($ 3,921.12) evidenced by one promissory note(s) of even date herewith in favor of the beneficiary, including interest at the rate of Ten per centum annum after maturity, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

In forty eight (48) consecutive monthly installments of Eighty one and 69/100---------- DOLLARS ($ 81.69), each, and a final installment of $ 81.69, unless sooner paid, commencing on the 10th day of May, 19 76, and continuing on the same day of each successive month thereafter until fully paid.

WHEREAS, the said grantor(s) desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor(s), or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor(s) does hereby convey and warrant unto the said trustee, the property situated in the

State of Mississippi, and more particularly described as follows: to-wit:

Lot 2261, Section K, Southaven West Subdivision, as per plat thereof recorded in Plat Book 4, 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 property.

w.e. jackson, the printer, grenada, miss.

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 May 28, 1969, filed for record on June 2, 1969, at 8:00 a.m., and recorded in Trust Deed Book 110 at page 63, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The entire principal sum secured hereby with all interest and charges accrued thereon and all other amounts secured hereby shall at the option of the Beneficiary or the owner or holder of said note or notes be and become at once due and payable in the event of the transfer or sale by the Grantor of the property or land covered hereby.

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

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FILED AND RECORDED IN BOOK
201 PAGE 118
THIS 15 DAY OF June 76
H. L. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1958)
LAND

CORRECTION

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between KENNETH McCLEAVE and wife, MARILYN A. McCLEAVE

of the first part, hereinafter designated as the Grantor,

MELVIN McCLURE, JR. Trustee, of the second part, hereinafter designated as Trustee, and

CURTIS M. DILLARD, and wife, DIANA L. DILLARD

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Two Thousand Four Hundred and no/100----------DOLLARS ($ 2,400.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of five (5%) per centum per annum after May 1, 1976 , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

25 monthly installments of $100.00 each and one (1) installment of $34.01 on the like day of each succeeding month commencing May 1, 1976.

The maker of this note has the right to prepay this indebtedness without penalty prior to the maturity date of said note.

CANCELED BY AUTHORITY RECORDED IN BOOK 361 PAGE 599
THIS 31 DAY OF March 1986
M. O. Ferguson
CHANCERY CLERK D.S.

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

Kenneth H. Reid and wife, Susan Q. Reid

of the first part, hereinafter designated as the Grantor,

James W. Amos Trustee, of the second part, hereinafter designated as Trustee, and

A. E. Cobb and wife, Jean Ivy Cobb of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Twenty-five thousand and 00/100---------- DOLLARS ($ 25,000.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 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:

Note is payable in 240 equal monthly installments of $209.12 each, beginning the 1st day of May, 1976, with a like installment due on the same day of each succeeding month thereafter until paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County DeSoto
State of Mississippi, and more particularly described as follows, to-wit:

Lot No. 46 of the Shahkoka Lake Subdivision as by plat of said Subdivision of record in Book 26, Page 231 of the Deed Records of the said county; said lot being situated in Section 29, Range 6 West, Township No. 1 of DeSoto County, Mississippi, to which subdivision plat reference is made and more particularly described as follows: Beginning at a point on road at southeast corner of Lot No. 46 and southwest corner Lot No. 45, thence westwardly 75 feet to a point on road at the southeast corner of Lot No. 47, said lot No. 47 being part of the Massey tract thence North 9 1/4 degrees West 92 feet to the southeast corner of Lot No. 50

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said lot being part of the Massey tract, thence north 74 degrees 35 minutes East 60 feet to a point at the southwest corner of Lot 52 said Lot No. 52 being the property of Dr. Victor Worthington, thence south 18 degrees east 100 feet to a point of beginning.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 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 9th day of April, 19 76.

Kenneth H. Reid

Susan Q. Reid

Susan Q. Reid

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named
Kenneth H. Reid and wife, Susan Q. Reid who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 9th day of April, 19 76

My Commission Expires: Jan 29 1980

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock
55 minutes P. M. 12 day of April 1976, and that the same has
198 381
been recorded in Book 13 Page 381 Records of REAL ESTATE Trust Deeds
of said County.
Witness my signature and seal of office this 12 day of April 1976.
5.00
Seal H. G. Ferguson, Clerk

384

CANCELED BY AUTHORITY RECORDED IN BOOK 224 PAGE 615 THIS 9 DAY OF May 1975
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1953)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

WAYNE E. BAKER, SR.,

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 THOUSAND AND NO/100 - - - - - - - - - - - - - - - - - - -- DOLLARS ($ 30,000.00) 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 Ninety (90) days after date, being July 8 , 1976.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto,

State of Mississippi, and more particularly described as follows, to-wit:

Part of the Northeast Quarter of Section 35, Township 1 (South), Range 8 West, (DeSoto County, Mississippi,) described as: BEGINNING at an iron pin in East right-of-way of U. S. Highway 51, said pin being 1,498.5 feet North of South line of Northeast Quarter of the said Section 35 as measured along said right-of-way and also being the Northwest Corner of the C. O. Russell tract; thence North 84° 15' East along North line of said Russell tract 420.0 feet to an iron pin; thence South 7° 20' East 140.0 feet to an iron pin; thence South 84° 15' West 420.0 feet to an iron pin in East right-of-way of said Highway 51; thence North 7° 20' West along said right-of-way 140.0 feet to the Point of Beginning; and containing 1.35 Acres, more or less. All bearings are magnetic, per survey plat of J. E. Lauderdale, C. E., dated January 2, 1964.

Copyright Mississippi Bankers Association

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 9th day of April, 19 76.

Wayne E. Baker, Sr.

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named WAYNE E. BAKER, SR., who ~~MXXXXXXX~~ 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 April, 1976.

My Commission Expires: 9-2-79

Mary K. Waller
Notary Public

(SEAL)

40 P. 12 198 384 April

Witness my hand and seal this the 13 day of April 1976.

Fees $4.50 ad.

SEAL _____ CLERK

RELEASE OF DEED OF TRUST

To the Clerk of the CHANCERY COURT of the _____ District of the County of DeSoto in the State of Mississippi:

You are hereby authorized and directed to mark cancelled and satisfied of record the following described Deed(s) of Trust executed by Joe M. Hudspeth, Trustee

for the benefit of Luther G. Turner and wife, Ruth M. Turner which is (are) recorded in the Records of Deeds of Trust in your office.

One dated the 16 day of Sept., 1969, and recorded in Book 112 at Page 328.

The indebtedness secured by said Deed(s) of Trust was (were) never assigned by the undersigned to anyone and has been fully paid.

WITNESS our hand and seal, this the 8 day of April, 1976.

North Mississippi Savings & Loan

BY _____

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, Asst. Secretary of the North Mississippi Savings & Loan Association a corporation, who acknowledged that he signed and delivered the foregoing Release on the day and year therein mentioned for and on behalf and as the act and deed of said corporation, and affixed thereto its corporate seal.

Given under my hand and seal of office, this the 8th day of April, 1976.

My Commission Expires Dec. 2, 1979

Notary Public

Quick Print, Oxford

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
35 minutes A. M. 13 day of April 1976, and that the same has been recorded in Book 198 Page 387 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 13 day of April 1976.
H. H. Ferguson CLERK

Fee 2.50

388

4067 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI,
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS That J. A. Joyner

of FinanceAmerica Corporation the beneficiary, does hereby certify that a certain trust deed

bearing date the 3rd day of April 19 75 made and executed by James L. &

Adocia M. Collins of Horn Lake, Mississippi to FinanceAmerica Corp.

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 184 on page 467

of the Record of Trust Deeds, on the 8th day of April A D 19 75 is now fully paid

and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto

County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of

said County also as provided by law.

FinanceAmerica Corporation

J. A. Joyner

STATE OF MISSISSIPPI,
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Notary Public

in and for County and State aforesaid, J. A. Joyner who acknowledged that he signed and

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 12th day of April A D 19 76

Notary Public

STATE OF MISSISSIPPI, COUNTY

I certify that the within instrument was filed for record at 10 o'clock

15 minutes A. 13 of April 1976, and that the same has

been recorded in 198 388 records of REAL ESTATE Trust Deed

of said County.

Witness my hand and seal of office this 13 day of April 1976.

Fees 2.50

H. H. Ingram Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK 248 PAGE 566
THIS 12 DAY OF Sept 1979
H. D. Ferguson
CHANCERY CLERK

N. M. S. & L. LOAN NUMBER HE-459

DEED OF TRUST

This Deed of Trust, made this 12th day of APRIL, 19 76, between LARRY O'NEIL WARD and wife, CONNIE E. WARD,

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 TWENTY TWO THOUSAND ONE HUNDRED AND NO/100 - - - - - Dollars ($22,100.00), 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 May 2006, , 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 ~~the~~ -of- DeSoto County, Mississippi, described as follows:

Lot 2, Pine Tree Loop Subdivision in Section 3, Township 3, Range 8 West as shown on the recorded plat of said Subdivision in Plat Book 6, Page 41 in the office of the Chancery Clerk of DeSoto County, Mississippi, containing 2.798 acres, more or less.

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 thereif (all said property being herein referred to as "the premises").

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 reinstate, 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 such 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.

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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.

Larry O'Neil Ward
LARRY O'NEIL WARD

Connie E. Ward
CONNIE E. WARD

Rt. 4, Box 117
Nesbit, Mississippi 38651

STATE OF MISSISSIPPI
COUNTY OF DESOTO } ss.:

This day personally appeared before me, the undersigned officer in and for the Jurisdiction aforesaid, the within-named LARRY O'NEIL WARD, and WIFE, CONNIE E. WARD,

who acknowledged to me that they signed and delivered the foregoing instrument of writing on 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 12th day of APRIL, 19 76.

Rebecca Lilly
NOTARY PUBLIC

My commission expires 5-4-78

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 4 o'clock 0 minutes P. M. 13 day of April 1976, and that the same has been recorded in Book 198 Page 389 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 14 day of April 1976.
Fees $ 5.00 pd.
SEAL H. H. Ferguson CLERK

Assignment of this Instrument Recorded in Real Estate T 1D Book No. 203 Page 494 This the 30 day of Aug 19 76
H. D. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate T 1D Book No. 203 Page 367 This the 25 day of August 19 76
H. D. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate T 1D Book No. 198 Page 474 This the 19 day of April 19 76
H. D. Ferguson Clerk

FOR REAL ESTATE, CHATTEL OR BOTH

Iva M. Stribling

To { DEED OF TRUST
W. I. LaRue, et al

THIS INDENTURE, Made this 13th day of April 19 76
between Iva M. Stribling of the first part,
and W. I. LaRue and Ronnie G. McCulloch of the second part,

WITNESSETH, That whereas, said party of the first part, being indebted to the said parties of the second part in the sum of Two Thousand Three Hundred Dollars ($2,300.00) evidenced by a promissory note of even date, bearing 10% interest from date, due and repayable in 60 equal monthly amortized installments of $48.88 each, first of said installments shall be due May 15, 1976 and one installment due each succeeding month thereafter until paid in full with each installment to be applied first toward accrued interest and the balance to the reduction of principal

~~and any further amount that the party of the second part may furnish the party of the first part during the year 19__ not to exceed~~ ~~and the party of the second part having agreed between the parties payment of the same when due.~~ Therefore, in consideration of the premises, and of the sum of One Dollar to the party paid by George S. McIngvale Trustee, the party of the first part ha S this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~All of the agricultural products of every kind that may be raised and all the crops of every kind to be grown by~~ ~~family or any hands working with or under either as landlord or tenant or otherwise during the year 19__ on the land that~~ ~~cultivated, or caused to be cultivated, as landlord or tenant and all~~ ~~farming implements of every kind and~~

Lot 95, Section A, Holly Hills Subdivision as per plat thereof record in Plat Book 10, Pages 34 and 35 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 30, Township 1, 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 party 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 party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the parties of the second part, their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness my signature the date written above.

Witness

Iva M. Stribling

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named Iva M. Stribling 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 13th day of April 19 76

(SEAL)

My Commission Expires: 5-2-78

Rebecca Lilly Notary Public Clerk By D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Before me of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposeth and saith that he saw the above named ~~the said Trustee~~ that he, this deponent, subscribed his name as a witness

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 05 minutes P. M. 13 day of April 1976, and that the same has been recorded in Book 198 Page 393 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 14 day of April 1976

Fees $ 2.50 pd.

H. D. Ferguson CHK

THIS 25 DAY OF March 19 77 PAGE 614 BOOK 209

CHANCERY 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

RALPH B. SMITH & OLLIE L. SMITH,

to John Land McDavid, Trustee, for the benefit of Bailey Mortgage Company, dated April 6, 1976, securing a note in the sum of $ 27,500.00 recorded in Book 198, Page 259, of the office of the ChanceryClerk of DeSoto, County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF the undersigned has executed this Assignment through its duly authorized officer and has caused its corporate seal to be thereunto affixed on this, the 8th day of April, 19 76.

SEAL

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.

SEAL

GIVEN under my hand and official seal, this the 8th day of April, 19 76.

Lucille Brown

NOTARY PUBLIC

My Commission Expires Oct. 31, 1978

BMC-14

STATE OF MISSISSIPPI COUNTY

I certify that the within instrument was filed for record at 2 o'clock

45 minutes P. M. 13 day of April 1976, and that the same has

been recorded in Book 198 Page 394 records of REAL ESTATE Trust Deed

of said County.

Witness my hand and seal this the 14 day of April 1976.

2.50

H. H. Ferguson

Paid, Satisfied and Cancelled
This 13 day of April 19 77
Security Bank of Hernando
by H. Anderson Loan Dept.

Attest
Chancery Clerk
By D.C.

FOR REAL ESTATE, CHATTEL OR BOTH

Paul G. Reed , et ux

To { DEED OF TRUST

Security Bank of Hernando

THIS INDENTURE, Made this ____ day of April 19 76
between Paul G. Reed and wife, Jeane E. Reed
, of the first part,
and Security Bank of Hernando
, 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 Eight Hundred Twenty-Four & 68/100 ($11,824.68) evidenced by a promissory not of even date, bearing 10% interest from maturity, due and repayable in 84 equal monthly installments of $140.77 each, first of said installments shall be due May 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 to exceed~~ ~~and the part__ of the first part having agreed to secure the prompt payment of the same when due. Therefore,~~ in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by George S. McIngvale Trustee, the part ies of the first part 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 are or hereafter may be growing thereon, and all the crops of any kind to be grown by me or my family or any hands working with or under me, either as landlord or tenant or otherwise, during the year 19__, on the land that now is or may hereafter be cultivated, or caused to be cultivated, as landlord or tenant and all~~ farming implements of every kind and

Lot 52, Section A, Chickasaw Bluff Lakes Subdivision as per plat thereof recorded in Plat Book 6, Pages 18-22 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 Sections 7 & 18, Township 3, Range 9.

A failure to pay said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the 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 parties of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part, its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature s the date written above.

Witness

x Paul G. Reed
Jeane E. Reed

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me, the undersigned authority of said County, the within named Paul G. Reed and wife, Jeane E. Reed
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 ____ day of April 19 76

My Commission Expires: 9/22/79 (SEAL)

By Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Before me, of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock
55 minutes P. M. 13 day of April 1976, and that the same has
been recorded in Book 198 Page 395 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 14 day of April 1976.

Fees $ 2.50 H. H. Ferguson CLERK

396

Filed, Satisfied and Cancelled
This 5 day of May 19 76
The Hernando Bank
By [illegible]
Attest
H.D. Ferguson
Chancery Clerk
By: T.E. Davis D.C.

FOR REAL ESTATE, CHATTEL OR BOTH

Samuel Neal McLennan ,
et ux

To { DEED OF TRUST

The Hernando Bank

THIS INDENTURE, Made this 13th day of April 19 76
between Samuel Neal McLennan and wife, Betty Sue McLennan
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 Six Thousand Nine Hundred Fifty-One Dollars & 60/100 ($6,951.60) evidenced by a promissory note of even date, bearing 10% interest from maturity, due and repayable in 60 equal monthly installments of $115.86, first of said installments shall be due May 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 to exceed ... and the part ... and the said part having agreed to secure the prompt payment of the same when due.~~ Therefore, in consideration of the premises, and of the sum of One Dollar to the part IES of the first part paid by William W. Ballard 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 ... and family, or any hands working with or under ... either as landlord or tenant or otherwise, during the year 19 , on the land that ... may cultivate, or cause to be cultivated, as landlord or tenant, and all ... farming implements of every kind and~~

Lot 15, Section B, Crestview Acres Subdivision as per plat thereof recorded in Plat Book 5, Page 1 in the office of the Chancery Clerk of DeSoto County, Mississippi to which recorded plat reference is made for a more particular descriptin. Said lot being situated in Section 16, Township 4, 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 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 thru 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 party of the second part its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signatures the date written above.

Witness

Samuel Neal McLennan
Betty Sue McLennan

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me, the undersigned authority of said County, the within named Samuel Neal McLennan and wife, Betty Sue McLennan who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 13th day of April 19 76

(SEAL)

My Commission Expires: 2-5-78

Rebecca Lilly Clerk
By Notary Public D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Before me, of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,

STATE OF MISSISSIPPI COUNTY
I certify that the within instrument was filed for record at 1 o'clock
55 minutes P. 13 of April 1976, and that the same has
been recorded in 198 396 records of REAL ESTATE Trust Deed
of said county.
Witness my signature this 14 day of April 1976.
H. D. Ferguson
$2.50

CANCELLED BY AUTHORITY RECORDED IN BOOK
256 PAGE 361
THIS 6 DAY OF Mar. 1980
W. D. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

William M. Hancock and wife, Helen Dawn Hancock

To { DEED OF TRUST

Noel Dean Caldwell and wife, Nellie R. Caldwell

THIS INDENTURE, Made this 21st day of February 1976 between William M. Hancock and wife, Helen Dawn Hancock, Party of the first part, and Noel Dean Caldwell and wife, Nellie R. Caldwell, Party of the second part,

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of Four Thousand Five Hundred Dollars ($4,500.00), with interest at the rate of 8% per annum, repayable in 84 monthly instalments of $70.14 each, commencing on March 21, 1976, with each subsequent and succeeding instalment being due on the 21st day of each month thereafter, and the final instalment, if not sooner paid, being due and payable on February 21, 1983.

and any further amount that the party of the second part may furnish the party of the first part during the life of this trust, having agreed to secure the prompt payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by William H. Austin, Jr. Trustee, the party of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi,

Lot 245, Section C, in Carriage Hills Subdivision, in Section 23, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 3, Pages 38 and 39, in the office of the Chancery Clerk of said County.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 103, Page 401, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt he may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before the 21st day of February 1983, 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 party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part, their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness Our signature S the date written above.

William M. Hancock

Helen Dawn Hancock

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me, a notary public of said County, the within named William M. Hancock and wife, Helen Dawn Hancock 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 21st day of February 1976.

(SEAL)

My Commission Expires January 18, 1978

By David A. Gustafson 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 8 o'clock 45 minutes A. M. 14 day of April 1976, and that the same has been recorded in Book 198 Page 391 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 14 day of April 1976.

Fees: 2.50 mc.

H. D. Ferguson CLERK

398

Lot 2822, Sec. N, Southaven West

STATE OF MISSISSIPPI
COUNTY OF DESOTO

ORDER TO CANCEL DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS: That FinanceAmerica Corp., the beneficiary, does hereby certify that a certain trust deed bearing date of the 20th day of February, 1975, made and executed by Sandra Alice Norris Fuller and Jimmy Lee Fuller to FinanceAmerica Corp., ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ for the benefit xx the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, Mississippi, in Book 183, Page 403, of the Records of Trust Deeds, on the 20th day of February, 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.

This the 8th day of April, 1976.

ATTEST:

FINANCE AMERICA CORP.

By: J. A. Joyner

STATE OF Ms.
COUNTY OF Desoto

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named J. A. Joyner and _____, who acknowledged that as Manager and _____, respectively, for and on behalf of and by authority of FinanceAmerica Corp., 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 8th day of April, 1976.

My Commission expires:

My Commission Expires April 22, 1977

Rebecca J. McCarley
Notary Public

STATE OF MISSISSIPPI DESOTO COUNTY

I certify that this instrument was filed for record at 10 o'clock 0 minutes A. M. on the 14 day of April, 1976, and that the same has been recorded in Book 398 of records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal of office the 14 day of April, 1976.

Fees $ 2.50

H. L. Teigue

(2)

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 CARLEEN F. GOODMAN, A Single Person, ~~and~~ ~~his wife~~ residing in DeSoto County Mississippi, whose post office address is P. O. Box 161; Horn Lake, Mississippi 38637, grantor(s), herein called "Borrower," and AARON R. GOOLSBY, as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, beneficiary, herein called the "Government," 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:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
April 14, 1976.	$23,200.00	8.50 per cent	April 14, 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 681, 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.

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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 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 ayone 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 14th day of April, , 1976.

Carleen F. Goodman
Carleen F. Goodman

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 CARLEEN F. GOODMAN, A Single Person,

~~and~~ she ~~his wife~~ who acknowledged that ~~he~~ she signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 14th day of April, , 1976.

William K. Russell Jr.
(Signature)

(SEAL)

NOTARY PUBLIC
(Title)

My Commission Expires: My Commission Expires May 15, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock
30 minutes P 14 day of April 1976, and that the same has
been recorded in Book 198 Page 399 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 15 day of April 1976.

Fees $ 5.00

SEAL H. P. Ferguson CLERK

CANCELLED BY AUTHORITY, RECORDED IN BOOK
____ PAGE ____
THIS ____ DAY OF ____, 19
CHANCERY CLERK

Assignment of this Instrument Recorded in
Real estate T/D Book
No. 422 Page 131
This the 1st day of Dec. 19 87
W. H. Ferguson Clerk
by D. Taylor, D.C.

CANCELLED BY AUTHORITY, RECORDED IN BOOK
983 PAGE 562
THIS 27th DAY OF March, 19 98
W. E. Davis
CHANCERY CLERK
by B. Starkey DC

(2)

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 THOMAS D. SHELBY and SHELIA L. SHELBY, his wife residing in Shelby County Mississippi, whose post office address is 4622 Maple Lawn, #6 - Memphis, TN 38116, 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:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
April 14, 1976	$23,440.00	8.50 per cent	April 14,2009

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 579, 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.

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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 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 ayone 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 14th day of April, 19 76.

Thomas D. Shelby

Thomas D. Shelby

Shelia L. Shelby

Shelia L. Shelby

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 THOMAS D. SHELBY and SHELIA L. SHELBY, 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 14th day of April, 19 76.

William H. Austin Jr.
(Signature)

(SEAL)

NOTARY PUBLIC
(Title)

My Commission Expires:

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 20 minutes P. M., 14 day of April 1976, and that the same has been recorded in Book 198 Page 403 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 15 day of April 1976.

Fees 5.00

SEAL H. H. Ferguson CLERK

A S S I G N M E N T

For and in consideration of the sum of ONE DOLLAR ($1.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, WE, WILLIE F. SNEED and wife, JESLYN W. SNEED, do hereby assign, transfer and set over unto PLANTERS BANK of Tunica, Mississippi, all of our right, title and interest and claim in and to the note, debt and that certain Deed of Trust given by B. J. MANNING and wife, PATSY F. MANNING, to William H. Austin, Jr., Trustee, WILLIE F. SNEED and wife, JESSLYN W. SNEED, Or Survivor, Beneficiary, dated July 25, 1975, and which Deed of Trust is recorded in Book 193, Page 424 in the Office of the Chancery Clerk of DeSoto County, Mississippi, said Deed of Trust being given to secure an indebtedness on the following described property, to-wit:

> Lot 108, in Section "A", of Lake O' The Hills Subdivision, as shown on plat appearing of record in Plat Book 2, Pages 29-33 in the Chancery Court Clerk's Office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 20, Township 3 (South), Range 9 West.
>
> Together with all improvements and appurtenances thereunto belonging, including boats, motors and miscellaneous equipment thereto.

WITNESS our signatures this, the 12th day of April, 1976.

Willie F. Sneed
Willie F. Sneed

Jeslyn W. Sneed
Jeslyn W. Sneed

STATE OF MISSISSIPPI
COUNTY OF Tunica

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, WILLIE F. SNEED and wife, JESLYN W. SNEED, who each acknowledged that they signed and delivered the foregoing Assignment on the date mentioned therein and for the purposes expressed.

GIVEN under my hand and Official Seal this, the 12th day of April, 1976.

(SEAL)

Virginia H. Bennett
NOTARY PUBLIC

My Commission Expires: Jan 22, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 30 minutes P M. 14 day of April 1976, and that the same has been recorded in Book 198 Page 407 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 15 day of April 1976.

Fees $ 2.50

H. H. Ferguson

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MISSISSIPPI -ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned, JAMES E. MCGEHEE & COMPANY, INC., a corporation of Memphis, Shelby County, Tennessee, hereby assigns and transfers and sets over unto GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, all its right, title and interest in and to that certain Deed of Trust made to said JAMES E. MCGEHEE & COMPANY, INC., by CURTIS M. DILLARD & WIFE, DIANA C. DILLARD, dated the 25th day of March, 1976, and recorded under Register No. Book 197 Page 599 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-THREE THOUSAND THREE HUNDRED & NO/100 ($33,300.00) and all moneys due or to become due thereunder with the interest thereon.

SIGNED at Memphis, Tennessee, this 13th day of April, 1976.

JAMES E. MCGEHEE & COMPANY, INC.

BY Max B. Ostner, Jr.
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 MAX B. OSTNER, JR. 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 MAX B. OSTNER, JR. 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 13th day of April, 1976.

Jean Bruno
Notary Public

My Commission expires: June 5, 1978

STATE OF MISS.
I certify that
been filed for
30 P 14
198 408
2.50

COUNTY
instrument was filed for record at 3 o'clock
of April 1976, and that the same has
records of REAL ESTATE Deed
15 April 1976.
H. H. Stevens

CANCELLED BY AUTHORITY
THIS 14 DAY OF APRIL 1976
RECORDED IN BOOK 465
CHANCERY CLERK

N. M. S. & L. LOAN NUMBER HE-531

DEED OF TRUST

This Deed of Trust, made this 12th day of APRIL, 19 76, between ANGIE T. ROBINETTE, single,

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 TWENTY SIX THOUSAND FIVE HUNDRED AND NO/100 - - - - - - Dollars ($26,500.00), 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 May, 2006, , 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 the Town of Hernando, DeSoto County, Mississippi, described as follows:

Lot 45, Section "A", Hernando Estates Subdivision, in Hernando, Mississippi, as recorded in Plat Book 3, Pages 33 and 34, in the Chancery Clerk's Office of DeSoto County, Mississippi; and being part of the West Half of Section 7, Township 3 (South), Range 7 West.

The right is reserved to prepay the outstanding principal balance at any time with a penalty of five percent (5%) of the unpaid principal balance if prepaid during the first year; decreasing one percent (1%) each year thereafter to one percent (1%) of the unpaid principal balance if prepaid during the fifth year; with no penalty thereafter.

(In the event the installments on the indebtedness secured hereby are not paid within 15 days after the due date, the obligors shall be responsible for a late charge equal to $5.00 or 5% of the installment of principal and interest, whichever is greater.)

together with all 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 thereif (all said property being herein referred to as "the premises").

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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 reinstate, 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 at 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.

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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.

Angie T. Robinette
ANGIE T. ROBINETTE

STATE OF MISSISSIPPI
COUNTY OF DESOTO } ss.:

This day personally appeared before me, the undersigned officer in and for the Jurisdiction aforesaid, the within-named ANGIE T. ROBINETTE, single, ~~and~~

who acknowledged to me that she signed and delivered the foregoing instrument of writing on the day and in the year therein mentioned as her own act and deed and for the uses and purposes therein set forth.

Given under my hand and official seal this 14th day of APRIL, A.D. 76

William H. Keating P.
NOTARY PUBLIC

My commission expires My Commission Expires [illegible]

Trust

SAVINGS &
TION

ss.:

ty of said County,
regoing conveyance
this office on the
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M., and was
Page
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, 19

Court of Chancery

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock
30 minutes P M. 14 day of April 1976, and that the same has
been recorded in Book 198 Page 409 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 15 day of April 1976.
Fees$ 5.00 pd. SEAL H. H. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 205 PAGE 256
27 DAY OF Oct. 1976
H. L. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

LEE E. ELLIS and wife, DOROTHY A. ELLIS,

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 FORTY-FIVE THOUSAND AND NO/100 - - - - - - - - - - - - - - - - - - DOLLARS ($ 45,000.00) 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 One Hundred Eighty (180) days from date, October 10th, 1976.

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 1, Payne Subdivision, in the City of Hernando, DeSoto County, Mississippi, in Section 13, Township 3 South, Range 8 West, as shown on the plat of said subdivision recorded in Plat Book 15, Page 7 in the Office of the Chancery Clerk of said county.

Copyright Mississippi Bankers Association

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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 April, 1976.

Lee E. Ellis

Lee E. Ellis

Dorothy A. Ellis

Dorothy A. Ellis

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 LEE E. ELLIS and wife, DOROTHY A. ELLIS, 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 April, 1976.

My Commission Expires: Jan. 24, 1979

(SEAL)

Betty H. McIntosh
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. 14 day of April 1976, and that the same has
been recorded in Book 198 Page 413 Records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 15th day of April, 1976.
Fees 5.00 pd.

SEAL D. G. Ferguson CLERK

416

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF DESOTO

KNOW ALL MEN BY THESE PRESENTS: That the person below executed a Deed of Trust to W.E. Wilroy, Jr., Trustee for Walkem Development Company of Mississippi, Inc., a Mississippi Corporation, on the date set out below with said Deed of Trust being of record in the Book and at the page indicated of the records of the Real Estate Trust Deeds of DeSoto County, Mississippi, in the office of the Chancery Court Clerk:

NAME	DATE	RECORDED
William E. Moncrief	6-7-71	Book 129, Page 427

NOW, THEREOFRE, I, W.E. WILROY, JR., Trustee for Walkem Development Company of Mississippi, Inc., a Mississippi corporation, Beneficiary, do hereby state that the Deeds of Trust set forth above are fully paid and satisfied, and I do hereby authorize the Clerk of the Chancery Court of DeSoto County, Mississippi, to enter satisfaction and certificate of payment in full upon this instrument and that this Order be recorded in the records of said County also as provided by law.

W.E. Wilroy

W.E.Wilroy, Jr.

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County aforesaid, W.E. Wilroy, Jr., Trustee, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year hereinafter set out for the purpose therein mentioned.

Given under my hand and official seal of office, this the 12th day of April, 1976.

Faye G. Daniels

Notary Public

MY COMMISSION EXPIRES:

3-11-76

STATE OF MISSISSIPPI DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 05 minutes A.M. on the 15 day of April 1976, and that the same has been recorded in Book 198 Page 416 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal of office this the 15 day of April 1976.

H. H. Ferguson CHANCERY CLERK

2.50

Substitution of Trustee
Assignment of this Instrument Recorded in
Real Estate TD Book
No. 275 Page 775
This the 17 day of Aug. 1981
H.D. Ferguson Clerk

Substitution of trustee
Assignment of this Instrument Recorded in
Real Estate TD Book
No. 266 Page 186
This the 18 day of Nov. 1980
H. D. Ferguson Clerk

FULLY PAID AND SATISFIED
12/28/96
UNITED STATES OF AMERICA
FARMERS HOME ADMINISTRATION
COUNTY SUPERVISOR
PURSUANT TO AUTHORITY
CONTAINED IN 31 F.R. 14109
W. E. Bowie
by P. Hawley DC

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, April 13th, 1976 (Date)

by and between the undersigned CLYDE R. WIGGINS, JR. and wife, SUE C. WIGGINS

residing in DeSoto County, Mississippi, whose post office address is 5183 Caroline Drive North, Walls, Mississippi 38680, grantor(s), herein called "Borrower," and AARON R. GOOLSBY

as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, beneficiary, herein called the "Government," WITNESSETH THAT:

WHEREAS, Borrower is justly indebted to the Government as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

Date of Instrument	Principal Amount	Annual Rate of Interest	Due Date of Final Installment
April 13, 1976	$22,850.00	8.5 %	April 13, 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 741, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the Office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

FmHA 427-1 MS (Rev. 5-14-74)

Appointment of Successor Trustee of this
Instrument Recorded in Real Estate TD
Book No. 281 Page 92
This 19 day of Feb 19 82
H. D. Ferguson Clerk

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.

420

(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.

Clyde R. Wiggins, Jr.
CLYDE R. WIGGINS, JR.

Sue C. Wiggins
SUE C. WIGGINS

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 Clyde r. Wiggins, Jr. and wife, Sue C. Wiggins

~~and~~ ~~who~~ who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under may hand and official seal this 13th day of April, 1976.

(SEAL)

(Signature)

Notary Public

(Title)

My Commission Expires: 3/3/80

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that this instrument was filed for record at 8 o'clock 30 minutes A M 15 day of April 1976, and that the same has been recorded in Book 198 Page 417 records of REAL ESTATE Trust Deed of said County.

Witness my hand this the 15 day of April 1976.

Fees 5.00

SEAL

CHANCERY CLERK

245943

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain REAL PROPERTY AGREEMENT executed by RONALD W. REED AND MRS. RONALD W. REED to FIRST NATIONAL BANK OF MEMPHIS and recorded on Page 222 of Book Number 120 of the Record of Deeds or Deeds of Trust in your office.

This 31 day of March, 19 76.

THE FIRST NATIONAL BANK OF MEMPHIS

By Fred Ouderkirk
Fred Ouderkirk
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 Fred Ouderkirk, Operations Officer who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned, as his act and deed.

Given under my hand and official seal, this 31 day of March, AD, 19 76.

Notary Public

MY COMMISSION EXPIRES NOV. 27, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 6th day of April 1976, and that the same has been recorded in Book 198 Page 421 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 15th day of April 1976.

Fees $ 2.50 pd.

SEAL H. H. Ferguson CLERK

422

PARTIAL RELEASE

For and in consideration of the sum of Ten Dollars ($10.00) cash in hand paid, the receipt and sufficiency of all of which is hereby acknowledged, Turner Broadway & William Broadway does hereby release from the lien of the Deed of Trust given by Lewisburg Farms to John Kennedy Trustee for the benefit of Turner & William Broadway which Deed of Trust is dated the 16th day of September, 1972, and recorded in Deed of Trust Book 148, Page 107 of the Trust Deed Records of DeSoto County, Mississippi, in the Office of the Chancery Clerk of DeSoto County, Mississippi, the following land located in DeSoto County, Mississippi, described as follows, to wit:

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 Acre, more or less. This Partial Release Is Granted For The Purpose Of Building A Permanent Home. The Grantors Will Retain A Second Mortgage On The Land This Release Calls For.

In all other respects said Deed of Trust recorded in Deed of Trust Book 148, Page 107 shall remain in full force and effect.

The Chancery Clerk of DeSoto County, Mississippi is hereby authorized to record this Partial Release and make a proper notation upon the margin of said Deed of Trust.

WITNESS the signature of William Broadway & Turner Broadway, this the 29th day of March, 1976.

x Turner Broadway

x William Broadway

STATE OF TENNESSEE

COUNTY OF Shelby

On this 29th day of March, 1976, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Turner Broadway & William Broadway to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that he executed the same as their free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written.

MY COMMISSION EXPIRES FEB 4, 1980

Gayle B. Allen

NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify this instrument was filed for record at 10 o'clock 30 minutes A M on the 15th day of April 1976, and that the same has been recorded in Book 198 Page 422 records of REAL ESTATE Trust Deed of said County.

Witness my hand this 15th day of April 1976.

H. H. Ferguson D.C.

Fee 2.50

Lot 38, A, Southaven sd

20775 #50038

POWER OF ATTORNEY TO CANCEL OF RECORD A CERTAIN TRUST DEED

KNOW ALL MEN BY THESE PRESENTS, that Franklin Savings Bank of New York a corporation domiciled at 661 Eighth Ave., New York, New York, does by this instrument duly appoint and delegate the Clerk of the Chancery Court of DeSoto County, Mississippi, as its attorney in fact and does hereby authorize and empower said Clerk or Deputy Clerk of the Chancery Court of DeSoto County, Mississippi, as such attorney to cancel and mark satisfied of record a certain Deed of Trust dated the 15th day of January, 1962, given by BILLY W. CLAYTON AND NELL R. CLAYTON to ROBERT G. BARNETT, Trustee for the Allied Investment Company, being of record in the records of Deeds of Trust of said County of DeSoto, and State of Mississippi, in Deed of Trust Book 61, at page 277 and assigned by Allied Investment Company to Franklin Savings Bank of New York on June 14th, 1962 and recorded on June 20th, 1962 in Book 64 Page 297

IN WITNESS WHEREOF, the said Franklin Savings Bank of New York has caused these presents to be executed by its Sr. Vice Pres. & Sec'Y. and its Assistant Secretary and the corporate seal of said Bank to be hereunto affixed this 8th day of March, 1976.

FRANKLIN SAVINGS BANK OF NEW YORK, F/K/A KINGS HIGHWAY SAVINGS BANK

BY: Richard C. Nehring
Richard C. Nehring, Sr. Vice President & Sec'Y.

ATTEST: BY: Dorothy Luxton
Dorothy Luxton, Assistant Secretary

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this 8th day of March, 1976, personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the aforesaid Richard C. Nehring & Dorothy Luxton, who acknowledged that they are the Senior Vice President & Secretary & the Assistant Secretary respectively, of

Franklin Savings Bank of New York, that the seal affixed to the foregoing power of attorney is the corporate seal of said Bank, and that they signed, sealed and delivered the above and foregoing power of attorney for and on behalf of said corporation by authority of its Board of Trustees and said Richard C. Nehring and Dorothy Luxton acknowledged that this instrument is the free act and deed of said corporation, and that they are duly authorized to sign, seal and deliver the above and foregoing power of attorney for and on behalf of said Franklin Savings Bank of New York.

WITNESS MY SIGNATURE and seal of office this the 8th day of March 1976.

Elizabeth M. McDermott
NOTARY PUBLIC

My Commission Expires:

ELIZABETH M. McDERMOTT
Notary Public, State of New York
No. 31-2810725
Qualified in New York County
Certificate filed in New York County
Commission Expires March 30, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 15th day of April 1976, and that the same has been recorded in Book 198 Page 423 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 15th day of April 1976.

Fees 3.50 pd.

SEAL H. H. Ferguson CLERK

A S S I G N M E N T

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other valuable considerations, the receipt , amount and sufficiency of which is hereby acknowledged, the undersigned does hereby transfer, sell, assign and deliver unto

Government National Mortgage Association

of Washington, D. C. , that certain Deed of Trust executed by

Rufus Lafayette Forrest, Jr. and wife, Edna J. Forrest

to G. L. Oates , Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 24th day of March, 1976 encumbering certain lands in the County of DeSoto , State of Mississippi, which said Deed of Trust is recorded in Book 197 at Page 551 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 $ 41,000.00 thereby secured.

IN WITNESS WHEREOF the undersigned has caused this assignment to be executed by its duly authorized officers, and its corporate seal to be affixed thereto on the 12th day of April, 1976

WORTMAN & MANN, INC.

BY: _____
Thomas J. Tompkins, Vice President

ATTEST:

BY: _____
Charles M. Kelly, Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Thomas J. Tompkins and Charles M. Kelly , who acknowledged that they, as Vice President and Vice President respectively, for and on behalf of and by authority of said Wortman & Mann, Inc, signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto on the day and year therein mentioned for the intent and purpose therein expressed.

Given under my hand and official seal of office, this 12th day of April, 1976.

My Commission Expires August 2, 1979

_____
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 15th day of April 1976, and that the same has been recorded in Book 198 Page 425 records of REAL ESTATE Trust Deed of said County.

15th day of April 1976.

H. H. Tennison, Chancery Clerk

Fees $ 2.50 pd

426

PARTIAL RELEASE

For and in consideration of the sum of Ten Dollars ($10.00) cash in hand paid, the receipt and sufficiency of all of which is hereby acknowledged, Lewisburg Farms Inc. does hereby release from the lien of the Deed of Trust given by Jeannine B. Duffy to John Kennedy Trustee for the benefit of Lewisburg Farms Inc. which Deed of Trust is dated the 26th day of November, 1973, and recorded in Deed of Trust Book 169, Page 113 of the Trust Deed Records of DeSoto County, Mississippi, in the Office of the Chancery Clerk of DeSoto County, Mississippi, the following land located in DeSoto County, Mississippi, described as follows, to wit:

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. This Partial Release Is Granted For The Purpose Of Building A Permanent Home. The Grantors Will Retain A Second Mortgage On The Land This Release Calls For.

In all other respects said Deed of Trust recorded in Deed of Trust Book 169, Page 113 shall remain in full force and effect.

The Chancery Clerk of DeSoto County, Mississippi is hereby authorized to record this Partial Release and make a proper notation upon the margin of said Deed of Trust.

WITNESS the signature of Lewisburg Farms Inc., this the 22nd day of March, 1976.

Anne Bryan Broadway

Oriette Brody Broadway

STATE OF Miss
COUNTY OF DeSoto

On this 22nd day of March, 1976, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Anne Bryan Broadway & Oriette Brody Broadway to me known to be the 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 the day and year above written.

NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 4, 1980

Gayle B. Allen
NOTARY PUBLIC

STATE OF MISSISSIPPI
I certify that COUNTY
Instrument was filed for record at 10 o'clock
30 A 15 d of April 1976, and that the same has
been recorded in Book 198 Page 426 records of REAL ESTATE Trust Deed
of said

15 d April 1976.

2.50

H. H. [illegible] Chancery Clerk

CANCELLED BY AUTHORITY RECORDS
217 PAGE 796
THIS 1 DAY OF Dec. 1977
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 Henry Strickland, Jr.

Route #2, Box 82-AA, Como, Mississippi

of the first part, hereinafter designated as the Grantor, H. Kirk Moore, Jr.

Senatobia, Mississippi, Trustee, of the second part, hereinafter designated as Trustee, and

Senatobia Bank
Senatobia, Mississippi
of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of

Twelve Thousand, Five Hundred and No/100---------- DOLLARS

($ 12,500.00) evidenced by my promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 9 per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

On date of even date and amount due and payable $12,500.00 on September 30, 1976 together with all principal and interest thereon from date until paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto
State of Mississippi, and more particularly described as follows, to-wit:

Beginning at the Northeast corner of Henry Barber Lot in the city of Olive Branch, Mississippi said point being a steel fence post approximately 1415 feet east and 1502 feet north of the southwest corner of Section 34, Township 1 south, Range 6 West, DeSoto County, Mississippi; thence northwardly 417.42 feet to a point; thence eastwardly 278.28 feet to a point; thence southwardly 626.13 feet to a point; thence westwardly 486.99 feet to east line of Blocker Street; thence northwardly along the east line of Blocker Street 58.71 feet to a point; thence eastwardly 183.5 feet to a point; thence northeastwardly along the east line of Henry Barber lot 152 feet to the point of beginning and containing 4.32 acres, and being situated in Section 34, Township 1, Range 6, Town of Olive Branch, DeSoto County, Mississippi.

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Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other 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 14th day of April 1976

Henry Strickland, Jr.

Henry Strickland, 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 Henry Strickland, 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 14th day of April 1976

My Commission Expires: 9-24-79

Deborah C. Pennington
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. 15th day of April 1976, and that the same has been recorded in Book 198 Page 427 records of REAL ESTATE Trust Deed of said County.

Witness my hand and official seal this the 15th day of April 1976.

Fees $ 5.00 pd

H. G. Ferguson

430

CANCELLED BY AUTHORITY, RECORDED IN BOOK 396 PAGE 241 THIS 7 DAY OF April 19 87 H.G. Jernigan CHANCERY CLERK DS-DC

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1956)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

JACK R. LONG and wife, ALICE G. LONG, 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 FOURTEEN THOUSAND and NO/100 ---------- DOLLARS ($14,000.00) evidenced by a promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 7 ½ per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

The sum of $14,000.00, with interest from date at the rate of Seven and One-Half percent (7 ½%) per annum, due and payable in 240 monthly installments of $112.79 each, beginning May 1, 1976, and due the 1st day of each 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

County of DeSoto,

State of Mississippi, and more particularly described as follows, to-wit:

Lot 180, Section A, Revised, Southaven Subdivision, in Section 14, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 2, Pages 4-5, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other 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 12th day of April, 1976.

Jack R. Long

Jack R. Long

Alice G. Long

Alice G. Long

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 Jack R. Long and Alice G. Long, 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 April, 1976.

My Commission Expires: 1-9-80

Deborah B. Disbro
Notary Public

STATE OF MISSISSIPPI DESOTO COUNTY
I certify that this instrument was filed for record at 10 o'clock
30 A 15th of April 1976, and that the same has
198 430 been recorded in the records of REAL ESTATE Trust Deed
Witness my hand and seal this the 15th day of April 1976.
Fees $5.00 Pd.

SEAL W. G. Ferguson CLERK

Reassignment of this Instrument Recorded in Real Estate T/D Book No. 202 Page 62 This the 1 day of Aug 19 76
H. L. Ferguson o.c.

Assignment of this Instrument Recorded in Real Estate T/D Book No. 198 Page 652 This the 21 day of April 19 76
W. D. [illegible] Clerk

DEED OF TRUST

THIS DEED OF TRUST is made this ...14th..... day of ..April....., 19.76., among the Grantor, ...Donald.W..Sutton and wife, Nancy J. Sutton..... .....(herein "Borrower"), ...John Land McDavid .....(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 65, Section A of Carriage Hills Subdivision in Section 23, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 3, Pages 13 and 14, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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.

which has the address of ..5969 Darlington Cove, Southaven, Mississippi ..38671..... [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 ....April 14, 1976.....(herein "Note"), in the principal sum of ..Thirty-Six Thousand Five... ...Hundred Fifty 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 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 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 poljcies 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 .....DeSoto.....County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower

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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.

Donald W. Sutton —Borrower

Nancy J. Sutton —Borrower

STATE OF MISSISSIPPI, DeSoto County ss:

On this 14th day of April, 1976, personally appeared before me, the undersigned authority in and for said County and State, the within named Donald W. Sutton and wife, Nancy J. Sutton, 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:

Feb. 19, 1980

Bobbie M. Braswell
Notary Public

(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 9 o'clock 50 minutes A. M., 15 day of April, 1976, and that the same has been recorded in Book 198 Page 433 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 15th day of April, 1976.

Fees $ 5.00 pd.

SEAL H. H. Ferguson CLERK

day of 19

Clerk

5.00 pd

CANCELLED BY AUTHORITY RECO...
235 PAGE 598
THIS 27 DAY OF Dec 1978
H. G. 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

WILLIE EUGENE GOLDEN and wife, BRENDA SOWELL GOLDEN

of the first part, hereinafter designated as the Grantor,

H. R. GARNER Trustee, of the second part, hereinafter designated as Trustee, and

THE HERNANDO BANK of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of

NINE THOUSAND THIRTY-SIX AND 60/100----------DOLLARS

($ 9,036.60) evidenced by promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of ten (10) per centum per annum after maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Payable in sixty (60) equal monthly installments of One Hundred Fifty and 51/100 Dollars ($150.51), the first installment being due and payable the 15th day of May, 1976, with a like installment being due and payable on the 15th day of each month thereafter until paid in full.

Parties of the first part reserve the right to pre-pay all or any part of said indebtedness on or before the due dates.

A failure to make any installment when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of the note.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto

State of Mississippi, and more particularly described as follows, to-wit:

TRACT 1: Commencing at the Northeast corner of Section 5, Township 4, Range 7 West, Chickasaw Cession; thence West along the North line of said Section 1,320.6 ft. to a point; thence S 04°-27'E-1,306.74 ft. to a large corner post; thence S 03°-36'E-346.77 ft. to the point of beginning, being the Northeast corner of Mrs. Myrtle Sowell's 18 acres more or less, less the parcel of land known as the Gene Golden property and being the Northeast corner of the described tract; thence continuing S 03°-36'-00"E-375.00 ft. along the east line of Mrs. Sowell's tract to a one-half inch reinforcing bar set; thence S 50°-09'-01"W-670.61 ft. to an iron rod found at the Southeast corner of the Gene Golden property; thence S 07°-07'-08"E-166.12 ft. to a one-half inch reinforcing bar set in the North right-of-way line of Grays Creek Road; thence S 87°-06'-31"W-118.00 ft.

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along said North right-of-way line to a point in the West line of Mrs. Sowell's tract; thence N 22°-37'-04"W-1,000.71 ft. along said West line to a one-half inch reinforcing bar found at Mrs. Sowell's Northwest corner; thence N 87°-00'-00"E-974.75 ft. along the North line of Mrs. Sowell's tract to the point of beginning containing 13.03 acres more or less located in the Northeast Quarter of said Section, less and except 2.03 acres more or less (called 2.0 acres more or less) formerly deeded to Willie Eugene Golden (Deed Book 83, Page 575) and known as the Gene Golden property, leaving a net of 11.00 acres, more or less. All bearing referenced to magnetic North.

TRACT 2: Beginning at a point in the center of Grays Creek Road, said point being 745.00 ft. East of the Southwest corner of the Northeast Quarter of Section 5, Township 4, Range 7 West; thence North 33°-25'W 219.8 ft. to the point of beginning of the following tract of land; thence North 13°-00'W-590.00 ft. to an iron pin; thence North 85°-30'E-150.00 ft. to an iron pin; thence South 13°-00'E-590.00 ft. to an iron pin in a fence row; thence South 85°-30'W-150.00 ft. along said fence row to the point of beginning and containing 2.0 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 convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 14th day of April 1976

Willie Eugene Golden

Willie Eugene Golden

Brenda Sowell Golden

Brenda Sowell Golden

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 Willie Eugene Golden and wife, Brenda Sowell Golden who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 14th day of April 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 10 o'clock
20 minutes A M. 15th day of April 1976, and that the same has
been recorded in Book 198 Page 437 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 15th day of April 1976.

H. P. Thurston CHK

Fees $ 5.00 pd

440

CANCELLED BY AUTHORITY RECORDED IN BOOK
203 PAGE 490
THIS 30 DAY OF Aug 19 76
W. B. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

RAYMOND E. GARNER, ET UX
To { DEED OF TRUST
REEVES-WILLIAMS, INC.

THIS INDENTURE, Made this 8th day of April 1976
between Raymond E. Garner and wife, Kay Garner
of the first part,
and Reeves-Williams, Inc. of the second part,
WITNESSETH, That whereas, said part ies of the first part, being indebted to the said party of the second part in the sum of Thirty Six Thousand Five Hundred and no/100 Dollars ($36,500.00) evidenced by a promissory note of even date bearing interest at the rate of 10% per annum beingdue and payable on or before 120 days from the date of this instrument.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by Dudley B. Bridgforth, Jr. Trustee, the part ies of the first part 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,

Located in Section 31, Township 1, Range 7 West, DeSoto County, Mississippi, more particularly described as BEGINNING at a point 654.7 feet north of the southwest corner of the southeast quarter of said section, thence North 3 degrees 43' West for a distance of 338.8 feet to a point, thence North 86 degrees 50' East for a distance of 642.84 feet to a point, thence South 3 degrees 43' East for a distance of 338.8 feet to a point, thence South 86 degrees 50' West for a distance of 642.84 feet to the point of beginning, and containing 5.0 acres, more or less.

Parties of the first part reserve the right to prepay all or any part of said indebtedness on or before the due dates without penalty.

Parties of the first part further covenant to maintain builders risk insurance on any improvements constructed on the above described property in an amount at least equal to the principal indebtedness secured by this instrument with loss payable clause in favor of party of the second part.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part of the first part promptly pay the above stated indebtedness on or before maturity in 76, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part y of the second part its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature S the date written above.

Witness

Raymond E. Garner

Kay Garner

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me the undersigned authority of said County, the within named Raymond E. Garner and wife, Kay Garner
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 8th day of April 1976.
(SEAL)
Deborah B. Ansbro Clerk
By Notary Public D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Before me of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposeth and saith that he saw the above named whose name subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness thereto in the presence of the said and that he saw the other subscribing witness sign the same in the presence of the said

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A 15th day of April 1976, and that the same has been recorded in Book 198 Page 440 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal of office the 15th day of April 1976.
W. B. Ferguson CLERK

Fees 2.50

Lot

STATE OF MISSISSIPPI
COUNTY OF DESOTO

ORDER TO CANCEL DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS: That Andrew D. Peters and wife, Helen Gray Peters, the beneficiary, does hereby certify that a certain trust deed bearing date of the 9th day of August, 1968, made and executed by Edward E. Stahl, et ux to Lee V. Hamberlin, Trustee for the benefit of the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, Mississippi, in Book 103, Page 503, of the Records of Trust Deeds, on the 16th day of August, 1976, 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.

Andrew D. Peters — Helen Gray Peters

STATE OF Tennessee
COUNTY OF Shelby

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Andrew D. Peters and Helen Gray Peters, who acknowledged [illegible], 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 April, 1976.

My Commission expires:

MY COMMISSION EXPIRES OCT 9, 1977

Notary Public
635 N. Highland
Memphis, Tenn. 38111

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 April 1976, and that the same has been recorded in Book 198 Page 441 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 15 day of April 1976.

Fees $ 2.50 pd. SEAL H. H. Ferguson CLERK

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Lot 40, B, Pleasant Hill Estates East

STATE OF MISSISSIPPI
COUNTY OF DESOTO

ORDER TO CANCEL DEEDS OF TRUST

KNOW ALL MEN BY THESE PRESENTS: That James E. McGehee & Co., Inc., the beneficiary, does hereby certify that a certain trust deed bearing date of the 8th day of December, 19 75, made and executed by Wagner Builders, Inc. to Max B. Ostner, 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 194, Page 345, of the Records of Trust Deeds, on the 16 th day of December, 19 75, ~~xxx~~ 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.

THIS the 5th day of April, 1976.

ATTEST:

Marge Jobe
Marge Jobe, Asst. Secretary

JAMES E. McGEHEE & CO., INC.

By: Harold V. Crase
Harold V. Crase, Vice President

STATE OF Tennessee
COUNTY OF Shelby

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Harold V. Crase and Marge Jobe, who acknowledged that as Vice President and Asst. Secretary, respectively, for and on behalf of and by authority of JAMES E. McGHEEE & CO., 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 5th day of April, 19 76.

My Commission expires: 6/5/78

Jean Young
Notary Public

and that Correction Deed of Trust bearing the same date, filed January 8, 1976, and recorded in Book 195, Page 107, in the office of the Chancery Clerk of DeSoto County, Mississippi, both are

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that this instrument was filed for record at 10 o'clock 30 minutes A.M. on the 15 day of April, 1976, and that the same has been recorded in Book 198 of said County. Witness my hand and seal of office, this the 15 th day of April, 1976.

REAL ESTATE Trust Deed records of

H. H. Ferguson, CLERK

Fees $ 2.50

CANCELLED BY AUTHORITY, RECORDED IN BOOK 523 PAGE 77
THIS 11 DAY OF Oct. 1990
W.E. Davis
Chancery Clerk by D. Buchanan

Assignment of this Instrument Recorded in Real Estate T/D Book No. 201 Page 138
This the 16 day of June 1976
D. D. Ferguson Clerk

DEED OF TRUST

THIS DEED OF TRUST is made this 2nd day of April 1976., among the Grantor, Charles L. Honeycutt and wife, Ann M. Honeycutt (herein "Borrower"), John Land McDavid (herein "Trustee"), and the Beneficiary, Bailey Mortgage Company, a corporation organized and existing under the laws of Mississippi, whose address is P. O. Box 1389, Jackson, Mississippi 39205 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto, State of Mississippi:

Lot 491, Section E, Carriage Hills Subdivision, in Section 23, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 4, Page 17, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The funds derived from the indebtedness secured by this Deed of Trust has been entirely used to pay the seller all or a part of the purchase price of the property described above.

which has the address of 1554 Coventry Cove [Street] Southaven [City]
Mississippi 38671 [State and Zip Code] (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 April 1, 1976 (herein "Note"), in the principal sum of Thirty Five Thousand Six 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 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 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 DeSoto **County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.**

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower

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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 L Honeycutt
CHARLES L. HONEYCUTT —Borrower

Ann M. Honeycutt
ANN M. HONEYCUTT —Borrower

STATE OF MISSISSIPPI, DeSoto County ss:

On this 2nd day of April, 1976, personally appeared before me, the undersigned authority in and for said County and State, the within named Charles L. Honeycutt and wife, Ann M. Honeycutt, 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:
April 28, 1978.

Rose B. Lofton
Notary Public

(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 and 55 minutes A 15 day of April 1976, and that the same has been recorded in Book 198 Page 443 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal of office this the 15 day of April 1976.
SEAL H. H. Ferguson CLERK
Fees $ 5.00

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
55 minutes A 15 day of April 1976, and that the same has
been recorded in Book 198 Page 443 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal of office this the 15 day of April 1976.
Fees $ 5.00

5.00 pd

CANCELLED BY AUTHORITY RECORDED IN BOOK
253 PAGE 310
THIS 11 DAY OF Dec 1974
H. D. Ferguson
CHANCERY CLERK

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between
Max L. May and wife, Nancy A. May

of the first part, herewith designated as the Grantor(s),
Melvin McClure, Jr., Trustee, of the second part, hefeinafter designated as Trustee, and
SOUTHAVEN BRANCH, COAHOMA BANK, Southaven, Miss., of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor(s) is justly indebted to the beneficiary in the full sum of
Three Thousand Nine Hundred Twenty Two and 08/100----------DOLLARS
($ 3,922.08) evidenced by one promissory note(s) of even date herewith in favor of the beneficiary, including interest at the rate of 10 per centum annum after Maturity ,
providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

In forty-eight (48) consecutive monthly
installments of Eighty One and 71/100---------- DOLLARS
($ 81.71), each, and a final installment of $ -0- , unless sooner paid,
commencing on the 10th day of May , 19 76 , and continuing on the same day
of each successive month thereafter until fully paid.

WHEREAS, the said grantor(s) desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor(s), or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor(s) does hereby convey and warrant unto the said trustee, the property situated in the
State of Mississippi, and more particularly described as follows: to-wit:

Lot #669. Section C, Southaven Subdivision, in Section 23, Township 1 South, Range 8 West, as shown on the revised plat of said subdivision which is recorded in Plat Book 2, Pages 19, 20, 21, and 22 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

w.e. jackson, the printer, grenada, miss.

This Deed of Trust is secondary, junior and inferior to that certain Deed of Trust executed by the Grantors herein to James R. Houston, Trustee, for Allied Investment Company, dated 9/25/63, filed for record 10/2/63, at 10:00 A. M., and recorded in Real Estate Trust Deed Book 72, at Page 379 in the Office of the Chancery Clerk of DeSoto County, Mississippi, said Deed of Trust being assigned to Erie County Savings Bank, dated 10/10/63, filed for record on 11/22/63 at 10:00 A. M. in Book 73, at page 253 in the office of the said Chancery Clerk of DeSoto County, Mississippi.

The entire prencipal sum secured hereby with all interest and charges accrued thereon and all other amounts secured hereby shall at the option of the Beneficiary of the owner or holder of said note or notes, be and become at once due and payable in the event of the transfer or sale by the grantor of the property or land covered hereby.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 588 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 9th day of April 19 76.

Max L. May
MAX L. MAY

Nancy A. May
NANCY A. MAY

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Max L. May and wife, Nancy A. May who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 9th day of April, 1976

My Commission Expires: My Commission Expires Jan. 31, 1980

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
55 minutes A M. 15th day of April 1976, and that the same has
been recorded in Book 198 Page 447 of REAL ESTATE Deed
of said County.

Witness my signature, this 15th day of April 1976.

W. G. Ferguson

Fees $ 5.00 pd

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4057 ORDER TO CLERK TO CANCEL DEED OF TRUST **Class C**

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That M. F. White, Deceased, and Lillian B. White

of Southaven, Mississippi the beneficiary, does hereby certify that a certain trust deed bearing date the 13th day of February 19 71, made and executed by James W. Johnson and Jane B. Johnson of Southaven, Miss. to M. F. White, Deceased and Lillian B. White 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 349 of the Record of Trust Deeds, on the 24th day of February, 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.

Lillian B. White
LILLIAN B. WHITE

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, Lillian B. White who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 15 th. day of April A. D. 1976

My Commission Expires March 13, 1978

Brita O. Boyd Bailey
NOTARY PUBLIC

LAWRENCE-GATEWOOD 37844

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
50 minutes A 15 day of April 1976, and that the same has
been recorded in Book 198 Page 450 records of REAL ESTATE Trust Deed
of said County.
Witness my hand this the 15 day of April 1976.

Fees $ 2.50

H. H. 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 HENRY BOLLINGER and wife, MARY BOLLINGER, that certain Deed of Trust executed by GARY M. HALL and wife, SHIRLEY FAYE HALL to Edwin C. Hardin, Trustee for the use and benefit of HENRY B. BULLARD and wife, JOSEPHINE C. BULLARD, beneficiary on the 6th day of September, 1974 encumbering certain lands in the County of DeSoto, State of Mississippi, which said Deed of Trust is recorded in Book 179 at Page 375 in the office of the Chancery Clerk of DeSoto County at Hernando, Mississippi, also all our right, title and interest in and to said Deed of Trust and the lands described therein, together witn the indebtedness in the original principal amount of $1,200.00 thereby secured.

IN WITNESS WHEREOF the undersigned has caused this assignment to be exeucted on the 5th day of April, 1976.

Henry B. Bullard
HENRY B. BULLARD

Josephine C. Bullard
JOSEPHINE C. BULLARD

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before, the undersigned authority of law in and for the jurisdiction aforesaid, the within named HENRY B. BULLARD, and wife, JOSEPHINE C. BULLARD, who acknowledged that they signed and delivered the foregoing Assignment on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal of office, this the 5th day of April, 1976.

Bobbie M. Braswell
Notary Public

My Commission Expires:

My Commission Expires February 19, 1980

BRASWELL, MISS. 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 April 1976, and that the same has been recorded in Book 198 Page 461 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 16 day of April 1976.

H. P. Jacquith D.C.

2.50

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Assignment of this instrument Recorded in Real Estate T/D Book No. 299 Page 705 This the 5 day of July 1983 D. D. Ferguson Clerk

N. M. S. & L. LOAN NUMBER HE-567

DEED OF TRUST

This Deed of Trust, made this 8th day of APRIL, 19 76, between MARVIN A. BREWER and wife, ANN C. BREWER, (Helen Ann Caldwell Brewer), 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 THIRTY FIVE THOUSAND AND NO/100 - - - - - - Dollars ($35,000.00), 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, 1996, 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 ~~the~~ of DeSoto County, Mississippi, described as follows:

13.65 acres more or less in Section 2, Township 3, Range 6 West, DeSoto County, Mississippi more particularly described as follows:

Commencing at an iron pin, said point being 1659.00 feet South of the Northeast corner of the Northeast Quarter of Section 2, Township 3 South, Range 6 West, DeSoto County, Mississippi, run thence N 5 deg. 30' a distance of 497.99 feet to an iron pin and the true point of Beginning; thence continue N 5 deg. 30' W along an old fence line a distance of 207.01 feet to a point; thence run S 84 deg. 05' W a distance of 1,328.00 feet to a point in the approximate center line of Byhalia Road; thence run S 44 deg. 39' 05" E along the said approximate center line of Byhalia Road a distance of 1009.68 feet to a point, thence run N 44 deg. 11' 48" E along a fence line a distance of 905.39 feet to the True Point of Beginning and containing 13.65 acres, more or less.

(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 thereif (all said property being herein referred to as "the premises").

Assignment of this instrument Recorded in Real Est T/D Book No. 335 Page 240 This the 3 day of June 1985 D. D. Ferguson Clerk By D. Woodward DC

CANCELLED BY AUTHORITY RECORDED IN BOOK 143 PAGE 767 THIS 20 DAY OF Jan 19 85 W. E. Williams CHANCERY CLERK

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 reinstate, 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 such 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.

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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.

MARVIN A. BREWER — Marvin A. Brewer

ANN C. BREWER — Ann C. Brewer

STATE OF MISSISSIPPI
COUNTY OF DESOTO }ss.:

This day personally appeared before me, the undersigned officer in and for the Jurisdiction aforesaid, the within-named MARVIN A. BREWER, and wife, ANN C. BREWER, (a/k/a Helen Ann Caldwell Brewer),

who acknowledged to me that they signed and delivered the foregoing instrument of writing on 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 8th day of APRIL, 19 76.

Deborah B. Arobro
NOTARY PUBLIC

My commission expires My Commission Expires January 8, 1980

Deed of Trust

FROM

TO

TRUSTEE FOR NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION

STATE OF MISSISSIPPI
COUNTY OF DeSoto } ss.:

I, H. H. Ferguson, Clerk of the Court of Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office on the 16 day of April, 19 76, at 10:35 o'clock A. M., and was recorded in Book 198 Page 452 of the land Mortgage Records of said County, on the 16 day of April, 19 76.

Clerk of the Court of Chancery

By

Fee $5.00

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 35 minutes A. M. 16 day of April 1976, and that the same has been recorded in Book 198 Page 452 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 16 day of April 1976.

Fees $ 5.00 pd. SEAL H. H. Ferguson CLERK

SOUTHAVEN, MISSISSIPPI 38671

456

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 30 day of Oct 19 75, made and executed by Larry O'Neil Ward,

et ux of Rt. 4, Box 117, Hernando, 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. 192 on page 163

of the Record of Trust Deeds, on the 20 day of Oct. A. D. 19 75, is now fully paid

and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said Desoto

County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of

said County also as provided by law. This the 15th day of April, 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 15th day of April A. D. 1976

My Commission Expires Jan. 7, 1978

Elois M. Barbee

LAWRENCE-GADDIS-WOOD 87644

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock

30 minutes A. M. on the 16 day of April 1976, and that the same has

been recorded in Book 198 Page 456 of the records of REAL ESTATE Trust Deed

of said County.

Witness my hand and seal of office this the 16 day of April 1976.

Fees 2.50

H. H. Ferguson CLERK

457

Paid, Satisfied and Cancelled
This 13 day of April 19 77
Security Bank of Hernando
D L Matheson Loan Dept

Attest
H. H. Ferguson
Chancery Clerk
by: D.C. Wallace D.C.

FOR REAL ESTATE, CHATTEL OR BOTH

Paul G. Reed , et ux

To { DEED OF TRUST

Security Bank of Hernando

THIS INDENTURE, Made this 2nd day of April 1976
between Paul G. Reed and wife, Jeane E. Reed
, of the first part,
and Security Bank of Hernando , 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 Eight Hundred Twenty-Four & 68/100 ($11,824.68) evidenced by a promissory not of even date, bearing 10% interest from maturity, due and repayable in 84 equal monthly installments of $140.77 each, first of said installments shall be due May 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 to exceed~~
~~, and the part of the first part having agreed to secure the prompt~~
~~payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part~~ies
paid by George S. McIngvale Trustee, the part ies of the first part here~~in~~ of this day granted,
bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~All of the agricultural~~
~~products of every kind that~~ ~~, and all the crops of every kind to be grown~~ ~~and~~
~~family, or any hands working with, or under~~ ~~either as landlord or tenant, or otherwise, during the year 19 , and the land that~~
~~may cultivate, or cause to be cultivated, as landlord or tenant, and also~~ ~~farming implements of every kind and~~

Lot 52, Section A, Chickasaw Bluff Lakes Subdivision as per plat thereof recorded in Plat Book 6, Pages 18-22 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 Sections 7 & 18, Township 3, Range 9.

A failure to pay said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of said note. Makers of said note shall have the right to pay all or any part of the said indebtedness before maturity without penalty.

This deed of trust is being re-recorded to add the date.

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 parties of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part, its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature s the date written above.

Witness:

x Paul G Reed
Jeane E. Reed

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named Paul G. Reed and wife, Jeane E. Feed

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 2nd day of April 19 76

My Commission Expires: 9/12/79 (SEAL)

By Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.

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 April 1976, and that the same has been recorded in Book 198 Page 457 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 16 day of April 1976.

Fees $ 2.50 pd. SEAL H. H. Ferguson CLERK

458

F-1915

RELEASE OF DEED OF TRUST

STATE OF LOUISIANA
PARISH OF ORLEANS

Loan No. 189977 (205620)

To the Chancery Clerk of DeSoto County, State of Mississippi:

You are hereby authorized and directed to release and cancel of record a certain deed of trust executed by Robert L. Quinley, Jr. (also known as Robert L. Quinley) and Wife, Virginia F. Quinley on August 4th, 1966, to secure an indebtedness to The Federal Land Bank of New Orleans in the principal sum of $ 16,000.00, which said deed of trust is of record in Deed of Trust Book 90, Page 567, of the records in your office.

Witness the corporate signature and seal of The Federal Land Bank of New Orleans on this the 14th day of April, 1976.

THE FEDERAL LAND BANK OF NEW ORLEANS

By: Lester L Jeansonne Jr
Its Vice President & Treasurer

(SEAL)

ATTEST:

By: W Brian Babin
Its: (Secretary & Vice President

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 14th day of April, 1976.

Claude Hymel
Notary Public

(SEAL)

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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. 16 day of April 1976, and that the same has
been recorded in the 198 Page 458 records of REAL ESTATE Trust Deed
of said County.
Witness my hand this the 16 day of April 1976.

Fees $ 2.50

SEAL H. H. Ferguson CLERK

459

F-1915

RELEASE OF DEED OF TRUST

STATE OF LOUISIANA
PARISH OF ORLEANS

Loan No. 205620 (189977)

To the Chancery Clerk of DeSoto County, State of Mississippi:

You are hereby authorized and directed to release and cancel of record a certain deed of trust executed by Robert L. Quinley, Jr., and Virginia F. Quinley, Husband and Wife on August 19th, 19 71, to secure an indebtedness to The Federal Land Bank of New Orleans in the principal sum of $ 2,500.00, which said deed of trust is of record in Deed of Trust Book 132, Page 344, of the records in your office.

Witness the corporate signature and seal of The Federal Land Bank of New Orleans on this the 14th day of April, 19 76.

THE FEDERAL LAND BANK OF NEW ORLEANS

(SEAL)

By: Lester L. Jeansonne, Jr.
Its Vice President & Treasurer

ATTEST:

By: W. Brian Babin
Its: (Secretary & Vice President
~~Assistant Secretary~~

STATE OF LOUISIANA
PARISH OF ORLEANS

Before me, the undersigned Notary Public in and for the Parish and State aforesaid, this day personally appeared Lester L. Jeansonne, Jr. and 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 14th day of April, 19 76.

(SEAL)

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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 16 day of April 1976, and that the same has been recorded in Book 198 Page 459 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 16 day of April 1976.

Fees $ 2.50 pd.

SEAL H. H. Ferguson CLERK

D. C.

460

Mississippi
Assignment of Deed of Trust

KNOW ALL MEN BY THESE PRESENTS, That JIM WALTER HOMES, INC., a corporation organized and existing under the laws of the State of Florida and being the beneficiary under that certain Deed of Trust from Mae L. Leird (single) to John H. Fox, III Trustee for the undersigned, dated July 1, 1974 and recorded in Book 177 at page 367 in the office of the Chancery Clerk of the _____ Judicial District in and for De Soto County, Mississippi, does hereby grant, bargain, sell, assign, transfer and set over unto MID-STATE HOMES, INC., 1500 N. Dale Mabry, Tampa, Florida the beneficial interest under said Deed of Trust and the obligation secured thereby and all right, title and interest of the undersigned thereto.

IN WITNESS WHEREOF, JIM WALTER HOMES, INC. has caused these presents to be signed in its name by its Asst. Vice President, and its corporation seal to be affixed by its Assistant Secretary this 12th day of July, 1974.

JIM WALTER HOMES, INC.

Attest: S. L. Russell
ASSISTANT SECRETARY

By J. H. Kelly
Asst. Vice PRESIDENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY, That on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared J. H. Kelly and S. L. Russell well known to me to be the Asst. Vice President and Assistant Secretary respectively, of JIM WALTER HOMES, INC. named in the above Assignment of Deed of Trust and that they severally acknowledged the execution of the same freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, and delivered the foregoing instrument for the purposes therein set forth.

Given under my hand and official seal this 12th day of July, 1974.

Notary Public

My Commission Expires: Notary Public State of Florida at Large My Commission Expires Sept. 1, 1975 Bonded by Maryland Casualty Co.

STATE OF MISS[illegible] CO COUNTY
I certify that [illegible] instrument was filed for record at 10 o'clock
30 minutes A. [illegible] day of April 1976, and that the same has
been recorded [illegible] Page 460 records of REAL ESTATE Trust Deed
of said county.

Witness my hand this 16 day of April 1976.

H. H. Ferguson

2.50

SUBSTITUTION OF TRUSTEE

BY VIRTUE of the authority vested in the undersigned, as owner and beneficiary in that certain Deed of Trust executed by Mae L. Leird (single) on the 1st day of July, 1974, to John H. Fox, III, Trustee, recorded in the office of the Chancery Clerk of DeSoto County, Mississippi, in Book 177 at Page 367, the Undersigned beneficiary and owner of said Deed of Trust and indebtedness thereby secured, does hereby substitute, constitute and appoint William S. Guy, of McComb, Pike County, Mississippi, as Substituted Trustee in said Deed of Trust in the place and stead of John H. Fox, III, the original Trustee with all the powers in the execution of said trust as are vested in the original Trustee named therein.

IN WITNESS WHEREOF, the undersigned has executed this instrument of writing on this, the 7th day of April, 1976.

(Seal)

MID STATE HOMES, INC.

BY: H. R. Clarkson
H. R. Clarkson, Vice President

ATTEST: Becky L. Mook
Becky L. Mook, Asst. Secretary

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I hereby certify that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments personally appeared H. R. Clarkson and Becky L. Mook well known to me to be the Vice President and Asst. Secretary of MID STATE HOMES, INC. named in the above Substitution of Trustee, and that they severally acknowledged the execution of the same freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, and delivered the foregoing instrument for the purposes therein set forth.

Given under my hand and official seal, this 7th day of April, 1976.

Notary Public State of Florida at Large
My Commission Expires July 21, 1978.

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. 16 day of April 1976, and that the same has
been recorded in Book 198 Page 461 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 16 day of April 1976.

2.50

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PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated January 16, 1973, executed by Bailey Mortgage Company to Forrest N. Jenkins and J. David Guthrie as Trustees, for Union Planters National Bank of Memphis as Beneficiary, which Deed of Trust is recorded in Book 153, Page 85, in the office of the Chancery Clerk of DeSoto County, Mississippi; and that certain Deed of Trust dated October 10, 1974, executed by Bailey Mortgage Company to Forrest N. Jenkins and J. David Guthrie as Trustees for Union Planters National Bank as Beneficiary, which Deed of Trust is recorded in Book 180, Page 553, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned Union Planters National Bank of Memphis as Beneficiary, named in said Deeds of Trust, have bargained and sold and by these presents do bargain, sell, convey, remise, release and quitclaim unto the said Bailey Mortgage Company the following described property located in the County of DeSoto, State of Mississippi, to-wit:

Lots 668, 669 and 670 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 5th day of April, 1976.

UNION PLANTERS NATIONAL BANK OF MEMPHIS

BY: Robert P. Watson
Vice President

SEAL

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 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 5th day of April, 1976.

Joyce E. Johnson
Notary Public

My Commission expires:
9/15/78

STC-32764

THIS INSTRUMENT PREPARED BY:
Lee V. Hamberlin, Attorney
5865 Ridgeway Parkway #104
Memphis, Tennessee 38138

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that this instrument was filed for record at 10 o'clock
30 minutes A. M. 16 day of April 1976, and that the same has
been recorded in Book 198 Page 462 records of REAL ESTATE Trust Deed
of said County.
Witness my hand this the 16 day of April 1976.

H. H. Ferguson CLERK

Fees 2.50

463
465A

Branch Mpks No. Mos 180

JAN. 30 19 76

Deed of Trust - Mississippi - Jim Walter Homes, Inc.

Whereas, THOMAS A. TAYLOR AND EMILY H. TAYLOR, H/WF

hereinafter called Grantor, being justly indebted to JIM WALTER HOMES, INC., a corporation organized and existing under the laws of the State of Florida and qualified to do business in the State of Mississippi, and having a place of business at JACKSON Mississippi, hereinafter called Beneficiary, in the sum of Twenty Eight Thousand Four Hundred Fifty Eight & 00/100 Dollars ($ 28,458.00) as evidenced by one certain promissory note of even date herewith made by the Grantor to the Beneficiary and payable in monthly installments of $ 158.10, the first of said installments being due and payable on the 5TH day of APRIL, 1976, and a like installment on the 5TH day of each and every month thereafter until the entire principal sum, together with interest from maturity at the rate of six per cent per annum has been paid in full;

WHEREAS, the Grantor is desirous of securing the payment of said indebtedness at the maturity thereof and renewals thereof in whole, or in part, and also any further and future advances to be made to the Grantor by the Beneficiary as well as any other indebtedness which may be due or become due to the Beneficiary by the Grantor in this deed of trust;

NOW, THEREFORE, in consideration of Five Dollars to him in hand paid by John H. Fox III, hereinafter called Trustee, the receipt whereof is hereby acknowledged, the Grantor does hereby grant, bargain, sell, convey and warrant unto the John H. Fox III, Trustee, all the real estate in the County of DeSoto, State of Mississippi, described as follows:

ONE ACRE

Lying in the Southwest Quarter of 16, Township 2, Range 5 West, described as: BEGINNING at a stake 660 feet North of the Southwest Corner of said Section 16, in the center of a Public Road; thence East with the public road 792 feet to the Point of Beginning; thence South 220 feet to a point; thence East 198 feet to a point; thence North 220 feet to a point in center of public road; thence West 198 feet along center of public road to the Point of Beginning.

TOGETHER WITH all and singular the ways, easements, riparian and other rights, and all renements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all buildings, structures and other improvements now on said land or that hereafter may be erected or placed thereon, and all fixtures attached thereto and all rents, income, issues and profits accruing and to accrue therefrom.

The Grantor hereby covenants with the Trustee that the Grantor is lawfully seized of the fee simple title to the above described property and has full power and authority to grant, bargain, sell and convey the same to the Trustee; that said property is free and discharged from all liens, encumbrances and claims of every kind, including taxes and assessments; that said Grantor will make such further assurances to perfect the fee simple title to said property in the Trustee as may be reasonably required.

It is understood and agreed that this conveyance is made subject to and that the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

First: In addition to the aforesaid indebtedness, any and all extensions or renewals of the same or any part thereof, and any and all further or future advances, loans and extensions of credit by the Beneficiary herein, or the holder or holders of the indebtedness above described, to the Grantor are intended to be secured and are secured by this instrument.

Second: The Grantor shall: pay the indebtedness recited in and evidenced by said note and any extensions or renewals thereof, and all other indebtedness or liability however created or evidenced; pay all taxes, assessments, levies, liens and encumbrances of every kind and nature on said property and upon this deed of trust and note and the moneys secured hereby promptly when due and before delinquency thereof; pay all costs and expenses incurred or paid by the Beneficiary in collecting the indebtedness hereby secured or in enforcing or protecting the rights and security of the Beneficiary hereunder, including reasonable attorney's fee if placed in the hands of an attorney, whether collected by foreclosure or otherwise; keep all buildings and structures now or hereafter erected upon the said premises constantly insured in an amount not less than the principal amount of the note aforesaid against all loss or damage by fire, windstorm or tornado and water damage, as may be required by the Beneficiary, and in a company or companies acceptable to said Beneficiary. All said policies and renewals thereof shall contain standard mortgagee clauses with or without full contribution as the Beneficiary shall require, and in such form as shall be satisfactory to the Beneficiary by which any loss or damage under said policies shall be payable to the Beneficiary as its interest may appear.

Third: The Grantor further covenants to keep said property and the buildings now located thereon or hereafter to be erected thereon in good repair and to permit, commit or suffer no waste, impairment or deterioration thereof, and to comply strictly with all laws and governmental regulations affecting said property or its operation.

Fourth: It is distinctly understood and agreed that a default for thirty days in the payment of any sums of money to be paid hereunder by the Grantor or in the performance of any of the agreements contained herein on the Grantor's part to be performed shall cause the entire indebtedness to fall due and payable at the option of said Beneficiary, and shall fully empower the said Beneficiary to have the Trustee, or any successor in said trust herein, to execute his trust, and said Beneficiary shall not be required to declare such acceleration in writing or give notice of it.

Fifth: All moneys expended by the Beneficiary for the making of any and all needed repairs and improvements, payment of taxes, assessments, liens, judgments and insurance premiums, and all necessary expenses incurred by said Beneficiary in connection therewith, including any expense incurred in defending the title of the Grantor to this real estate, where necessary for the protection of the said Beneficiary's interest, or in defending this trust deed as a valid first lien on the real estate described or intended to be described herein, where necessary, or in seeking to have the trust deed reformed by judicial proceedings, where necessary because of mistake in this act, or in causing this trust to be executed, shall constitute a part of the debt secured by this trust deed and shall become immediately due and payable to the said Beneficiary and shall bear interest thereafter at the rate of six per cent per annum. The Grantor agrees to pay all necessary and usual charges incident to the consummation of this loan, and likewise the usual and necessary costs incident to the cancellation upon the record or records of this trust deed after the loan has been repaid in full.

Sixth: In case the Grantor shall abandon the property conveyed hereby or become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put him in involuntary bankruptcy, or should any proceedings be taken against the Grantor, looking to the appointment of a receiver, assignee or Trustee, then, and in either or any such case, all rents becoming due and payable to the Beneficiary herein, to be applied on the indebtedness secured hereby, and whole indebtedness hereby secured, may, at the option of the Beneficiary, be declared due and payable.

FORM JW-250

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Seventh: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the Trustee shall have full power, in case he is directed to foreclose under this instrument, to select in which county or judicial district the sale of all of the above property shall be made, and his selection shall be binding upon the Grantors and the Beneficiary and all persons claiming through or under them, whether by contract or by law. The Trustee shall have full power to fix the day, time, terms, and place of sale, and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose, but said appointment of agent need not be recorded.

Eighth: The Grantors waive the provisions of Section 888 of the Code of Mississippi of 1942, and laws amendatory thereof, if any, as far as said Section restricts the right of the Trustee to offer at sale more than one hundred and sixty acres at a time, and the Trustee may offer the property herein conveyed as a whole, regardless of the manner in which it may be described. The Grantors also waive the provisions of Section 892 of the Mississippi Code of 1942.

Ninth: In case of the sale of the said property hereunder, the Beneficiary shall have the same right to purchase at such sale as if a stranger to this instrument.

However, this conveyance is in trust. Should the Grantor pay said indebtedness thereon at maturity, and any renewal thereof, and also all further and future advances to them by the Beneficiary, as well as any other indebtedness due or which may become due the Beneficiary, by the Grantors, and comply with all the terms, agreements and conditions of this instrument, then this conveyance shall be void, otherwise, at the request of said Beneficiary, or any legal holder of said indebtedness, or any part thereof, the Trustee herein named, or any succeeding Trustee, shall sell said property, or a sufficiency thereof to satisfy the indebtedness of every kind, hereby secured then unpaid, after having published notice of the time, place and terms of sale in the manner required by law, but the Trustee may sell at such time and such place as may be designated in the notice of such sale, being vested with discretion as to the time and place of sale, and not being required to make sale, or sales, at the time and place prescribed by the statute for sales under execution.

The Trustee's authority to sell shall not be exhausted upon making one sale, but he may make as many sales under this deed of trust as may be deemed advisable by the Trustee herein named, or any succeeding Trustee. Out of the proceeds arising from such sale or sales, the cost and expense of executing this trust, including a ten per cent Trustee's fee, which is hereby agreed to be a reasonable Trustee's fee and a reasonable attorney's fee, shall first be paid, next the amount of said indebtedness secured thereby then remaining unpaid, including the indebtedness herein described, and any further advance or advances and any amount expended on said property by the Beneficiary or Beneficiary's assigns, under the terms of this deed of Trust, and all interest and attorney's fees, and lastly, any balance of said proceeds remaining shall be paid to the Grantor.

The Beneficiary, or any subsequent holder of said indebtedness, or any part thereof is hereby authorized to appoint another Trustee in place and stead of and as successor to the Trustee herein named, or his successor or successors; such power of appointment may be exercised as often as the Beneficiary or holder of said indebtedness may desire, and shall continue as long as any part of the indebtedness hereby secured remains unpaid and such appointee shall have the same authority, title and powers as the Trustee herein named, and his acts shall have all the validity of the acts of the original Trustee.

It is covenanted and agreed that the terms "Grantor" and "Beneficiary" and "Trustee" for convenience herein employed, and any pronouns used in connection therewith, shall be construed to include the plural as well as the singular number, and the masculine, feminine and neuter gender, whenever and wherever the context so admits or requires; and that all covenants and obligations of the respective parties hereto shall extend to and be obligatory upon their heirs, legal representatives, successors and assigns.

WITNESS the signature of the Grantor this 30th day of JANUARY, 19 76

WITNESS:
Gene Snyder

Thomas A Taylor
Emily H Taylor

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF

Personally appeared before me, the undersigned authority, duly authorized by law to take acknowledgments in and for said County and State, the within named

to me personally known, who acknowledged that signed and delivered the foregoing instrument on the day and year therein mentioned, and for the purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the day of , 19

Notary Public
My Commission Expires:

SEAL

RETURN TO:
JIM WALTER HOMES, INC.
P. O. BOX 22601
TAMPA, FLORIDA 33622

ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, 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 Thomas A. Taylor and Emily H.Taylor 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 Emily H. Taylor and Thomas A. Taylor husband and wife.

GIVEN under my hand and official seal, this the 30th day of JANUARY, 19 76

NOTARY PUBLIC

STATE OF MISSIS[illegible] COUNTY
I certify that [illegible] instrument was filed for record at 10 o'clock
30 minutes A. 16 day of April 1976, and that the same has
been recorded in 198 465-A records of REAL ESTATE Deed
[illegible]

16 April 1976.

4.00 pd

H. B. Ferguson

Paid, Satisfied and Cancelled
This 15 day of May 19 84
Lucille Pratt Thomas

Attest
H.H. Ferguson - by Sue Looney DC.
Chancery Clerk

FOR REAL ESTATE, CHATTEL OR BOTH

Charles Wayne Smith, et ux,
Grantors
To { DEED OF TRUST
W.E. Wilroy, Trustee for
Lucille Thomas,
Beneficiary

THIS INDENTURE, Made this 16th day of April 19 76
between Charles Wayne Smith and wife, Katherine P. Smith,
parties of the first part,
and Lucille Thomas, aka, Lucille Pratt Thomas, party of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part y of the second part in the sum of Eleven thousand eight hundred forty dollars ($11,840.00) evidenced by their one promissory note of like amount and even date herewith, bearing interest at the rate of 6% per annum from maturity, repayable in 96 monthly installments of $123.33 each, the first installment being due and payable on or before May 1, 1976, and one installment payable on or before the same date of each consecutive succeeding month thereafter until the whole of said indebtedness is paid. Installments include principal and interest.

~~and any further amount that the party of the second part may furnish the party of the first part during the year 19~~ ~~not to exceed~~ and the part ies of the first part having agreed to secure the prompt payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by W.E. Wilroy Trustee, the part ies of the first part ha ve this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~All of the agricultural products of every kind that now be on hand and all the crops of every kind to be grown by and family, or any hands working with or under either as landlord or tenant or otherwise during the year 19 on the land that may cultivate, or cause to be cultivated, as landlord or tenant and all farming implements of every kind and~~

Lot No. 10 in Section "B", Wallace Subdivision in Section 35, Township 1, Range 9 West, as shown by Plat recorded in Plat Book 9, Page 4, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, and being the same land conveyed to Lucille Thomas by Warranty Deed of date April 7, 1976, by James Keith Bramlett, et ux, and recorded in Book 124, Page 87, of the Deed records of DeSoto County, Mississippi.

If default be made in the payment of any installment under the note, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of the note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

It is further agreed by parties of the first part that failure to pay any installment when due matures the entire indebtedness and the trustee or substitute trustee is authorized to foreclose this Trust Deed.

It is further agreed that any taxes paid on said property by party of the second part are fully covered by this Trust Deed.

THIS IS A PURCHASE MONEY TRUST DEED.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the ~~day above~~ as aforesaid ~~mentioned~~ 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 her assigns or legal representatives, can at any time appoint a Trustee in his stead.

Witness our signature s the date written above.

Charles Wayne Smith
Charles Wayne Smith

Katherine P. Smith
Katherine P. Smith

Witness

Witness

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named Charles Wayne Smith and wife, Katherine P. Smith,

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 16th day of April 1976.

MY COMMISSION EXPIRES: 9-11-76 (SEAL)

Faye G. Daniels, Clerk
By Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Before me of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposed and said that he saw the above named subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness and that he saw the other subscribing witness

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
10 minutes A. M. 16 day of April 1976, and that the same has
been recorded in Book 198 Page 465 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 16 day of April 1976.
Fees 2.50
H.H. Ferguson Clerk

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CANCELLED
293
THIS 11 DAY OF 5 Feb. 83
H. D. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

H. E. SHARPE, ET UX

To { DEED OF TRUST

JOHN GARTRELL and wife, VIRGINIA T. GARTRELL, OR SURVIVOR

THIS INDENTURE, Made this 16th day of April 1976 between H. E. SHARPE and wife, SHERRY ANN SHARPE, of the first part, and JOHN GARTRELL & WIFE, VIRGINIA T. GARTRELL, OR survivor, of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part ies of the second part in the sum of Fifteen Thousand Dollars ($15,000.00), evidenced by one promissory note of even date with interest at 7-1/2%, and being due and repayable in eighty-four (84) equal amortized monthly installments of $230.08 monthly, with the first payment due on or before the day of May, 1976, and on or before the 16 day of each succeeding successive month thereafter until paid in full.

and any further amount that the party of the second part may furnish the party of the first part during the year 19____ not to exceed _____ and the part _____ of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by William L. Pope 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 growing crops of every kind now on hand, and all the crops of every kind to be grown during the year 19____, and the land on which the same may be planted, or cultivated, or husbanded during said year, together with all farming implements of every kind and~~

Lot 1, Section A, Dixie Acres Subdivision, as shown on the recorded plat of said subdivision, of record 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 lands, and being situated in Section 34, Township 2 South, Range 9 West, DeSoto County, Mississippi.

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 ies ____ of the first part promptly pay the above stated indebtedness on or before the ____ day of as stated above ____, 19____, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part ies of the second part their ____ assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature s the date written above.

Witness _____

H. E. Sharpe
H. E. SHARPE

Sherry Ann Sharpe
SHERRY ANN SHARPE

STATE OF MISSISSIPPI, DESOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named H. E. SHARPE and wife, SHERRY ANN SHARPE,

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 16th day of April 1976.

(SEAL)

Sarah Pettune
Notary Public

My Commission Expires: 3-2X-79

STATE OF MISSISSIPPI, DeSOTO COUNTY.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that this instrument was filed for record at 11 o'clock
05 A. 16 day of April 1976, and that the same has
been recorded in Book 198 Page 466 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal of office this the 16 day of April 1976.

Fees $ 2.50

H. D. Ferguson
CHANCERY CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK
359 PAGE 484
THIS 5 DAY OF March 19 86
W. D. Ferguson
CHANCERY CLERK
D.S.

VA Form 26-6322 (Home Loan)
Revised January 1974. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 14th day of April, 19 76, by and between

JUNIOR DOUGLAS ARNOLD and wife, HAZEL D. ARNOLD,

, hereinafter called the Grantor;
G. L. Oates, , hereinafter called the Trustee, and

WORTMAN & MANN, INC.,

, a corporation organized and existing under the laws of the State of Mississippi, having its principal office and post-office address at P. O. Box 1571, Jackson, Miss. 39205, hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar ($1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DeSoto, State of Mississippi, to wit:

Lot 444, Section C, Eastover Subdivision, in Section 29, Township 1 South, Range 6 West, as per plat thereof recorded in Plat Book 12, Pages 39-40, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The 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.

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.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

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To Have and to Hold the same unto the Trustee and unto his successors and assigns, forever.

In Trust, However, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Forty Thousand and No/100 ---------- Dollars ($ 40,000.00), with interest from date at the rate of Eight & one-half per centum (8.5 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of 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 Three Hundred Seven & 60/100 Dollars ($ 307.60), commencing on the first day of June , 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 May , 19xx 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 Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be Ten per centum (10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Junior Douglas Arnold

Hazel D. Arnold

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 Junior Douglas Arnold and Hazel D. Arnold, 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 14th day of April, 19 76

My Commission expires:
1-8-80

Deborah B. Ansbro
Notary Public

RETURN TO
W., F., H. & D., LTD.
P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38671

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that this instrument was filed for record at 10 o'clock
30 minutes A. M. on the 16 day of April 1976, and that the same has been recorded in Book 198 Page 467 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 16 day of April 1976.
SEAL H. H. Ferguson CLERK

Fees: 5.00

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

JEWEL K. MAYS and wife, PEGGY B. MAYS, Party

of the first part, hereinafter designated as the Grantor,

D. B. Bridgforth, 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 Grantor is justly indebted to the beneficiary in the full sum of THREE THOUSAND SIX HUNDRED SIXTY-NINE and 84/100 ----------DOLLARS ($ 3,669.84) 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 $3,669.84, which includes principal and interest, repayable in 36 equal monthly installments of $101.94 each, beginning May 10, 1976, and due the 10th day of each 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

County of DeSoto,

State of Mississippi, and more particularly described as follows, to-wit:

Lot 800, Section D, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as recorded in Plat Book 9, Pages 42-43, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 166, Page 37, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the prpperty 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 April 19 76

Jewel K. Mays

Jewel K. Mays

Peggy B. Mays

Peggy B. Mays

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 Jewel K. Mays and Peggy B. Mays 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 9th day of April, 19 76.

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 10 o'clock 30 minutes A. M. 16 day of April 1976, and that the same has been recorded in Book 198 Page 471 Records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 19 day of April 1976.

Fees $5.00 pd.

SEAL W. D. T. Weaver CLERK

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ASSIGNMENT OF DEED OF TRUST

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign to Ronnie G. McCulloch that certain Deed of Trust executed by Iva M. Stribling to George S. McIngvale, Trustee for W. I. LaRue and Ronnie G. McCulloch dated April 13, 1976 and recorded in Trust Deed Book 198, Page 393 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 14th day of April, 1976.

W. I. LaRue

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. I. LaRue 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 14th day of April, 1976.

Rebecca Kelly
Notary Public

My Commission Expires:
5-5-78

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock
2 minutes P. M., 16 day of April 1976, and that the same has
been recorded in Book 198 Page 474 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 19 day of April 1976.

Fees $ 2.50 pd.

SEAL H. M. Ferguson CLERK

Substitution of Trustee
Assignment of this Instrument Recorded in Real Estate T/D
Book No. 287 Page 365
This the 10 day of Sept. 1982
W. D. Ferguson Clerk

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Appointment of Successor Trustee of this Instrument recorded in Real Estate T/D
Book No. 245 Page 667
This 16 day of July 1979
H. D. Ferguson Clerk

VA Form 26-6322 (Home Loan)
Revised January 1974. Use Optional. Section 1815, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

HERNANDO, MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 16th day of APRIL, 1976, by and between LARRY WADE SOWELL and wife, LEATHA SOWELL,

, hereinafter called the Grantor;
Joe M. Hudspeth, hereinafter called the Trustee, and NORTH MISSISSIPPI

SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of the State of Mississippi, having its principal office and post-office address at P. O. Box 302, Hernando, 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:

Lying and being situated in the City of Hernando, County of DeSoto, State of Mississippi, more particularly described as follows, to-wit:

Lot 76, Section "B", Hernando Estates Subdivision, in Section 7, Township 3 (South), Range 7 (West), DeSoto County, Mississippi, as shown on the recorded plat of said Subdivision in Plat Book 6, Page 9 in the Office of the Chancery Court Clerk of said County.

(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 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/D
Book No. 299 Page 205
This the 5 day of July 1983
H. D. Ferguson Clerk

Appointment of Successor Trustee of this Instrument Recorded in Real Estate T/D
Book No. 330 Page 554
This 15 day of Jan 1985
H. D. Ferguson Clerk

Appointment of Successor Trustee of this Instrument Recorded in Real Estate T/D
Book No. 378 Page 94
This 7 day of Oct 1986
H. D. Ferguson Clerk

Appointment of Successor Trustee of this Instrument Recorded in Real Estate T/D
Book No. 303 Page 425
This 12 day of Sept 1983
H. D. Ferguson Clerk

Appointment of Successor Trustee of this Instrument Recorded in
Book No. Page
This day of 19
Clerk

Appointment of Successor Trustee of this Instrument Recorded in Real Estate T/D
Book No. 297 Page 52
This 9 day of May 1983
H. D. Ferguson Clerk

Appointment of Successor Trustee of this Instrument Recorded in Real Estate T/D
Book No. 296 Page 226
This 26 day of April 1983
H. D. Ferguson Clerk

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To Have and to Hold the same unto the Trustee and unto his successors and assigns, forever.

In Trust, However, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Forty Thousand and No/100 - - - - Dollars ($ 40,000.00), with interest from date at the rate of eight and one-half per centum (8½ %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION in Hernando, 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 Seven & 57/100 Dollars ($ 307.57), commencing on the first day of June , 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 May , ~~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 Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be ten per centum (10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) ha ve hereunto set their hand(s) the day and year herein first written above.

Larry Wade Sowell
LARRY WADE SOWELL

Leatha Sowell
LEATHA SOWELL

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me, the undersigned authority in and for said County, the within named LARRY WADE SOWELL and LEATHA 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 seal this 16th day of APRIL, 1976.

William H. Lindsey

NOTARY PUBLIC
My Commission Expires May 15, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock
30 minutes P. M. 16 day of April 1976, and that the same has
been recorded in Book 198 Page 475 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 19 day of April 1976.

Fees $ 5.00

SEAL H. H. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 210 PAGE 474
THIS 28 DAY OF April 1977
H. R. Garner
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between CHARLES H. AUGUSTINE AND WIFE, JUANITA HOLLOWAY AUGUSTINE

of the first part, hereinafter designated as the Grantor,

H. R. GARNER 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

FOUR THOUSAND AND 00/100---------- DOLLARS

($ 4,000.00) evidenced by promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of ten (10) per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Due and payable ninety (90) days after date, together with all interest accrued thereon.

Parties of the first part reserve the right to pre-pay all or any part of said indebtedness on or before the due date without penalty.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSoto State of Mississippi, and more particularly described as follows, to-wit:

Lot 10, Dixie Hills Estates, in Section 36, Township 2 South, Range 7 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 10, pages 19-21 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

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Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 15 day of April 1976

Charles H. Augustine

Juanita Holloway Augustine

Charles H. Augustine

Juanita Holloway Augustine

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. Augustine and wife, Juanita Holloway Augustine 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 April 1976.

My Commission Expires: My Commission Expires May 25, 1979

William H. Austin
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock P. M. 16 day of April 1976, and that the same has been recorded in Book 198 Page 479 of the records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 19 day of April 1976.

Fees $5.00 Pd.

SEAL H. D. T. Graham CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 272 PAGE 20
THIS 22 DAY OF April 1981
W. D. Ferguson
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK ____ PAGE ____
THIS ____ DAY OF ____ 19__
____ CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1965)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

JESSEE EARL PRITCHETT, LARRY G. JORDAN and FLOYD ASHPOLE, TRUSTEES of ASSEMBLIES OF GOD CHURCH OF WALLS, MISSISSIPPI,

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 THIRTEEN THOUSAND AND 80/100 -DOLLARS ($13,000.80) 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:

Sixty (60) equal monthly installments of $216.68 each, the first installment being due and payable on the 28th day of March, 1976, with a like installment due and payable on the 28th day of each and every successive month thereafter, the final and 60th installment being due and payable on the 28th day of March , 1981, or until paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSoto,

State of Mississippi, and more particularly described as follows, to-wit: (Property Description attached.)

Beginning at a railroad spike in Nail Road, said point being on the South line of Section 35, Township 1 South, Range 9 West, and 1554.4 feet West of the Southeast corner of said section; thence North 5 degrees 20 minutes West 886.6 feet to an iron pipe; thence South 84 degrees 40 minutes West 195.6 feet to a stake; thence South 5 degrees 20 minutes East 886.6 feet to a stake in Nail Road and on the South line of the section; thence North 84 degrees 40 minutes East 195.6 feet to the point of beginning, containing 4.00 acres, more or less. The bearing are magnetic bearings.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 23 day of ~~XXXX~~ February, 1976.

Jesse Earl Pritchett

Larry G. Jordan

Floyd Ashpole

TRUSTEES of the ASSEMBLIES OF GOD CHURCH OF WALLS, MISSISSIPPI.

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 EARL PRITCHETT, LARRY G. JORDAN and FLOYD ASHPOLE, TRUSTEES of the ASSEMBLIES OF GOD CHURCH OF WALLS, 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 23 day of February 1976.

My Commission Expires: 10-13-79

NOTARY PUBLIC (SEAL)

Charlotte A. Patrick
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that this instrument was filed for record at 4 o'clock
of 1976, and that the same has
been recorded in Book of Records of REAL ESTATE Trust Deed
Page 482

Witness my hand and seal this the 19 day of April 1976.

Fees $5.00 Pd.

SEAL H. B. Turnbow 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 CHARLES A. WOLFE, and CAROLYN H. WOLFE, his wife residing in Marshall County Mississippi, whose post office address is Route 4, Box 668; Byhalia, Mississippi 38611, 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:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
April 16, 1976.	$23,200.00	8.50 per cent	April 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,:

Lot No. 635, 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.

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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 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 ayone 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 16th day of April, 19 76.

Charles A. Wolfe

Carolyn H. Wolfe

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 CHARLES A. WOLFE and CAROLYN H. WOLFE, 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 April 19 76.

William H. Austin (Signature)

NOTARY PUBLIC (Title)

My Commission Expires: My Commission Expires May 15, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock AM minutes A. M. 19 day of April 1976, and that the same has been recorded in Book 198 Page 485 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 19 day of April 1976.

Fees $ 5.00 pd. SEAL H. H. Ferguson CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed bearing date the 2nd day of July 19 73, made and executed by M. F. Herrington and Mrs. Jayne P Herrington,wife 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. 162 on page 144 of the Record of Trust Deeds, on the 5th 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.

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 she signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 14th day of April A. D. 19 76

Betty L Holloway

My Commission Expires Feb. 3, 1979

LAWRENCE-GREENWOOD 67644

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 19 day of April 1976, and that the same has been recorded in Book 198 Page 489 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 19 day of April 1976.

REAL H. H. Ferguson CLERK

Fees $ 2.50 pd.

490

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi

of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed

bearing date the 25th day of October 19 66, made and executed by M. F. Herrington and

Mrs Jayne Herrington, wife 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. 92 on page 85

of the Record of Trust Deeds, on the 31st day of October A. D. 19 66, 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 she signed and

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 14th day of April A. D. 19 76

Betty L. Holloway

My Commission Expires Feb. 3, 1979

CAMPBELL-GREENWOOD 27644

STATE OF MISSISSIPPI, DeSoto COUNTY

I certify that the within instrument was filed for record at 10 o'clock

AM minutes A. M. on the 19 day of April 1976, and that the same has

been recorded in Book 198 page 490 records of REAL ESTATE Trust Deed

of said County.

Witness my signature and seal of office this the 19 day of April 1976.

Fees 2.50 SEAL H. H. Ferguson CLERK

Partial Release of this Instrument Recorded in
Real Estate T/D Book
No. 248 Page 200
This 4 day of Sept 1979
H. Y. Ferguson Clerk
19-1-7
44.08 acres

Partial Release of this Instrument Recorded in
Real Estate T/D Book
No. 225 Page 39
This 11 day of May 1978
H. G. Ferguson Clerk

491

194 ac 21-1-7
Partial Release of this Instrument Recorded in
Real Estate T/D Book
No. 215 Page 845
This 16 day of Sept. 1977
H. G. Ferguson Clerk

CEDAR FALLS MOTOR INN CORPORATION, GRANTOR)
)
TO)
)
NATIONAL BANK OF COMMERCE, MEMPHIS,)
TENNESSEE, BENEFICIARY)

DEED OF TRUST

This Indenture, made and entered into this 15th day of April, 1976, by and between CEDAR FALLS MOTOR INN CORPORATION, party of the first part, hereinafter referred to as Grantor; HALLAM BOYD, JR., party of the second part, hereinafter referred to as Trustee; and NATIONAL BANK OF COMMERCE, Memphis, Tennessee, party of the third part, hereinafter referred to as Beneficiary, WITNESSETH:

Whereas, Grantor is are indebted to Beneficiary in the principal sum of Two Million Three Hundred Sixty-Nine Thousand Seven Hundred Eighty-Six and 42/100 ($2,369,786.42) Dollars evidenced by one (1) promissory note of even date herewith bearing interest as provided for therein and repayable in ten (10) semi-annual installments with the first installment being payable October 12, 1976, and the final principal payment of Two Million Two Hundred Sixteen Thousand Six Hundred Forty-Four and 05/100 ($2,216,644.05) Dollars, together with accrued interest, being payable April 12, 1981; and

Whereas, the Grantor has agreed to secure the prompt payment of said indebtedness when due;

Now, therefore, in consideration of the premises and of the sum of One ($1.00) Dollars cash in hand paid, the receipt of which is hereby acknowledged, the Grantor does hereby convey and warrant unto the Trustee, and his successors in trust, the following described real estate situated in the County of DeSoto and State of Mississippi, to wit:

For description of the property see attached Schedule A captioned "Legal Description" and consisting of 6 pages, each page being initialed by an officer of the Grantor for purpose of identification.

This is a first lien deed of trust on all the property described in Schedule A except as to Parcels XIVA and XIVB which are encumbered by lien of a deed of trust of record in Trust Deed Book 118, Page 142, of the Office of the Chancery Court Clerk of DeSoto County, Mississippi, and as to Parcel XV which is encumbered by lien of a deed of trust of record in Trust Deed Book 117, Page 571, in said Chancery Court Clerk's Office.

The Grantor agrees to keep all of the taxes and special assessments on the above described land paid and if it fails so to do, the holder or holders of the indebtedness may pay said taxes and assessments and the amounts so paid, with interest at the rate of eight (8%) 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 Grantor shall pay all of the indebtedness secured hereby, this conveyance shall be null and void and shall be released, but if said Grantor shall fail to pay said indebtedness, or any part thereof, or the interest thereon, when due, or shall fail to comply with

FILED IN OFFICE AND RECORDED IN BOOK 275 PAGE 187
THIS 27 DAY OF Jan 1981
H. G. Ferguson
CHANCERY CLERK

Partial Release of this Instrument Recorded in
Real Estate T/D Book
No. 238 Page 65
This 9 day of Feb. 1979
H. G. Ferguson Clerk

Partial Release of this Instrument Recorded in
Real Estate T/D Book 21-1-11
No. 220 Page 733
This 24 day of June 1978
H. G. Ferguson Clerk

any of the terms and conditions of said prior deeds 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, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, then all of the indebtedness secured hereby shall, at the option of the holder or holders of the indebtedness, become due and payable, and the Grantor hereby authorizes and fully empowers said Trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described and 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 Beneficiary 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 Grantor, or its successors or assigns.

This deed of trust is given on the further condition that the parcels of property described in Schedule A be released from the lien of this trust deed upon payment to the Beneficiary of one hundred (100%) percent of the net sales price, but in no event shall the release price be less than the minimum price stated below:

PARCEL	PRICE	UNIT PRICE
I	$460,000.00	$ 1,991.00 Per Acre
II	46,000.00	10,455.00 Per Acre
III	114,000.00	15,000.00 Per Acre
IVA, IVB	300,000.00	5,000.00 Per Acre
V	150,000.00	6,000.00 Per Acre
VIA, VIB	409,000.00	12,984.00 Per Acre
IX	20,000.00	.19 Per Square Foot
XIVA, XIVB	490,525.00	1,895.00 Per Acre
XV	400,000.00	2,376.00 Per Acre

Included as a part of IVA and IVB for purposes of this release provision is the balance of approximately 7.65 acres adjoining this property and located in the State of Tennessee.

In the event that less than the total of any parcel is sought to be released, the Beneficiary reserves the right to approve the size, shape and location of the part sought to be released so that the remainder of the parcel will not be materially damaged or its unit price lessened; provided, however, that such approval of the Beneficiary will not be unreasonably withheld.

The Beneficiary, or any holder of the indebtedness, 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.

WITNESS the signature of the Grantor on the day and year first above written.

CEDAR FALLS MOTOR INN CORPORATION

ATTEST:

Leonard Lurie
Secretary

By: Thomas E. Smith
Vice President

STATE OF TENNESSEE

COUNTY OF SHELBY

This day personally appeared before me, the undersigned authority for said State and County, the within named Thomas E. Smith and Leonard Lurie, known to me to be the Vice President and Secretary, respectively, of CEDAR FALLS MOTOR INN CORPORATION, an Iowa Corporation, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned for the purpose therein set forth and in the capacity therein stated, for and on behalf of Cedar Falls Motor Inn Corporation, after being duly authorized so to do.

GIVEN under my hand and seal, this 15th day of April, 1976.

William O Ewing, Jr
NOTARY PUBLIC

My Commission Expires:
12-20-76

SCHEDULE "A"

LEGAL DESCRIPTION

PARCEL I

The South 120 acres of the south half of Section 21, and 112 acres of even width across the north side of Section 28, excepting therefrom 2 acres in the south part thereof, said 2 acres being the same land conveyed by James Jenkins to Mrs. A. B. Davis by deed dated February 13, 1877, recorded in book 2, page 126, in said County and being the same land conveyed to Elmer Massey by deeds in book 36, page 73, and book 44, page 446, subject to a perpetual easements to W. A. Morgan and wife, for road purposes, recorded in book 50, page 161, all in Township 1, Range 7.

PARCEL II

PART OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI, more particularly described as follows: Beginning at a point in the westerly line of Hamilton Road 227.65 feet (more or less) from the south line of State Line Road (produced); thence west 563.22 feet to a point in the east line of Interstate Highway No. 55; thence south along the west line of Interstate Highway No. 55 375 feet to a point; thence east 60 feet to a point in the said west line of Interstate No. 55; thence south 167 feet along the said west line of Interstate No. 55 167 feet to a point in the north line in the Texas Gas Transmission Company Easement; thence northeastwardly 725 feet along the said Texas Gas Easement to a point in the westerly line of Hamilton Road; thence northwardly along the westerly line of Hamilton Road 55 feet (more or less) to the point of beginning, but LESS and EXCEPT that part conveyed to Saul Kaplan, Bernard Lopaty, Keith Lopaty and Ronald Lopaty, doing business as Southaven Enterprises, a Partnership by National Bank of Commerce by Warranty Deed dated November ___, 1974, of record in Book _____, Page _____, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, and more particularly described as beginning at a point in the east right of way line of Interstate 55 - 9.37 feet north of where the north line of the Texas Gas Transmission Corporation Easement intersects the said east line of Interstate Highway No. 55 at the point where the Southaven Utility District Easement for a 12-inch water line intersects the said east line of Interstate Highway No. 55; thence northeastwardly along the said north line of the said Southaven District Easement at an angle in the northeast quadrant of 32 degrees 13 minutes and 39 seconds 9.56 feet to a point; thence northeastwardly along the said Southaven Utility District Easement at an interior angle of 189 degrees 28 minutes and 41 seconds 21.70 feet to a point; thence northeastwardly at an interior angle of 191 degrees 04 minutes and 40 seconds 26.31 feet to a point; thence west at an interior angle of 37 degrees 13 minutes and 40.20 feet to a point in the said east line of Interstate Highway No. 55; thence south along the said east line of Interstate Highway No. 55 at an interior angle of 90 degrees 40.63 feet to the point of beginning.

Also a nonexclusive right of ingress and egress from Hamilton Road to the above described property across the 2.5 acre, more or less, tract lying north and east of the property conveyed; provided, however, that Grantors, their assigns or successors in title reserve the right to designate and relocate said right of ingress and egress at any time in the future, across its

retained acreage so long as Grantees are provided said right of ingress or egress to the lands conveyed by this instrument.

PARCEL III

PART OF THE COMMERCIAL 9.1166 ACRES IN SECTION "B" GREENBROOK SUBDIVISION, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI, MORE particularly described as follows: Beginning at a point in the south line of State Line Road 788.36 feet west of the west line of Swinnea Road (produced) thence south at an interior angle of 90° 200 feet to a point; thence west at an interior angle of 270° 125 feet to a point; thence south at an interior angle of 90° 273.8 feet to a point; thence southeastwardly at an interior angle of 115° 45' 370 feet to a point; thence northeastwardly at an interior angle of 90° 340.01 feet to a point; thence east at an interior angle of 243° 57' 434.53 feet to a point in the west line of Swinnea Road; thence northeastwardly along the arc of a curve to the right with a radius of 1,178.69 feet and along the west line of Swinnea Road 40 feet to a point; thence north along the west line of Swinnea Road 86.21 feet to a point; thence west at an interior angle of 90° 200 feet to a point; thence north at an interior angle of 270° 200 feet to a point in the south line of State Line Road; thence west 588.36 feet along the south line of State Line Road to the point of beginning.

PARCEL IV-A

PART OF SECTION 18, T-1-S, R-7-W, DESOTO COUNTY, MISSISSIPPI, more particularly described as follows: Beginning at a point in the center line of State Line Road 2,815.81 feet East of the Southwest corner of Section 18, Township 1 South, Range 7 West; thence North at an interior angle of 90 degrees 18 minutes 37 seconds 1155 feet to a point in the accepted State Boundary Line of Mississippi and Tennessee; thence East along said State Boundary Line and at an interior angle of 89 degrees 42 minutes 1156.22 feet to a point; thence South at an interior angle of 90 degrees 18 minutes 1155 feet to a point in the center line of State Line Road; the West at an interior angle of 89 degrees, 41 minutes, 23 seconds along the center line of State Line Road 1152.86 feet to the point of beginning; containing approximately 30 acres more or less.

PARCEL IV-B

PART OF THE W. B. WILLIS TRACT IN THE SOUTH ONE-HALF OF SECTION 18, T-1-S, R-7-W, DESOTO COUNTY, MISSISSIPPI, more particularly described as follows: Beginning at a point in the center-line of State Line Road at the southwest corner of the southeast One-Quarter of the soutwest one-quarter of Section 18, Township 1 South, Range 7 West, DeSoto County, Mississippi; thence north at an interior angle of 91 degrees 34 minutes and 37 seconds and along the west line of the said southeast one-quarter of the southwest one-quarter of Section 18, 1155 feet to a point in the accepted State Boundary Line of Mississippi and Tennessee; thence east at an interior angle of 88 degrees and 26 minutes along the said State Boundary Line 1521.33 feet to a point; thence south at an interior angle of 90 degrees and 18 minutes 1155 feet to a point in the center-line of State line Road and in the south line of said Section 18; thence west at an interior angle of 89 degrees 41 minutes and 23 seconds along the said south line of Section 18, 1495.81 feet to the point of beginning and containing approximately 40.00

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acres, more or less; but LESS and EXCEPT a part of said property conveyed by National Bank of Commerce to Carl Whittington, et al, Trustees of Temple Baptist Church, et al, by Warranty Deed dated August 27, 1975, of record in Book 119, Page 325, of the Chancery Court Clerk of DeSoto County, Mississippi, which contains approximately 3.82 acres and is more particularly described as beginning at a point in the south line of Section 18, Township 1 South, Range 7 West, DeSoto County, Mississippi, 2220 feet east of the southwest corner of said Section 18 and 900 feet east of the west line of the former W. B. Willis 80 acres, said point being in the center line of State Line Road; thence east along the south line of said Section 18 and with State Line Road 204 feet to a point; thence north at an interior angle of 88 degrees and 26 minutes 816 feet to a point; thence west at an interior angle of 91 degrees and 34 minutes 204 feet to a point; thence south at an interior angle of 88 degrees and 26 minutes 816 feet to the point of beginning, Less the south 40 feet of the above described property which is in the dedicated portion of State Line Road; and LESS and EXCEPT two parcels of said property conveyed by National Bank of Commerce to Carl Whittington, et al, Trustees of Temple Baptist Church by Warranty Deed dated March 4, 1976, of record in Book 123, Page 411 of the Chancery Court Clerk's Office of DeSoto County, Mississippi, which are more particularly described as 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 southwest corner of said Section 18 and 1104 feet east of the west line of the former W. B. Willis 80 acres, said point being in the center-line of State Line Road 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 816 feet to a point at the northeast corner of said 3.82 acre tract THE POINT OF BEGINNING: thence west at an interior angle of 88 degrees and 26 minutes 204 feet to a point at the northwest corner of said 3.82 acre tract; thence north at an interior angle of 91 degrees and 34 minutes 339 feet to a point in the accepted State Line between Tennessee and Mississippi and at the southwest corner of a 0.77 acre tract of Temple Baptist Church; thence east along said State Line and at an interior angle of 88 degrees and 26 minutes 204 feet to a point at the southeast corner of said 0.77 acre tract; thence south at an interior angle of 91 degrees and 34 minutes 339 feet to the point of beginning, and containing approximately 1.587 acres; and 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 southwest 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 centerline 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 1155 feet to the accepted State Line between Tennessee and Mississippi; 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 1155 feet to a point in the south line of said Section 18 in the centerline 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, and containing approximately 12.09 acres.

PARCEL V

PART OF SECTION 20, T-1-S, R-7-W, DESOTO COUNTY, MISSISSIPPI, more particularly described as follows: Beginning at a point at the intersection of the center line of Swinnea Road and the center line of State Line Road, said point also being the northwest corner of said Section 20; thence east along the center line of State Line Road, also being the north line of said Section 20, a distance of 301.25 feet to a point in the

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projection of the west line of a 1-acre parcel; thence south along the said projection and the west line of said 1-acre parcel at an interior angle of 90 degrees 44 minutes a distance of 220.45 feet to a point at the southwest corner of said 1-acre parcel; thence east at an interior angle of 269 degrees 12 minutes a distance of 208.45 feet to a point at the southeast corner of said 1-acre parcel; thence north along the east line of said 1-acre parcel and the projection thereof at an interior angle of 270 degrees 44 minutes a distance of 220.55 feet to a point in the center line of State Line Road; thence east along the center line of State Line Road at an interior angle of 89 degrees 20 minutes a distance of 282.0 feet to a point at the northwest corner of the Walter Guy property; thence south along the west line of the said Guy property; at an interior angle of 90 degrees 32 minutes a distance of 1443.0 feet to a point at the northeast corner of the R. Graham property; thence west along the north line of the said Graham property at an interior angle of 89 degrees 29 minutes a distance of 792.0 feet to a point in the center line of Swinnea Road, said point also being in the west line of said Section 20; thence north along the center line of Swinnea Road, also being the west line of said Section 20, at an interior angle of 90 degrees 31 minutes a distance of 1443.0 feet to the pointing of beginning, containing approximately 25 acres, more or less.

PARCEL VI-A

5.57 acres in the Northwest Quarter of Section 19, Township 1 South, Range 7 West, described as beginning at a point in Airways Road in the west line of Section 19, Township 1 South, Range 7 West, a distance of 755.0 feet south of the northwest corner of said Section 19; thence east at an interior angle of 89 degs. 43' 588 feet to a point; thence south at an interior angle of 90 degs. 19' 481 feet to a point; thence west at an interior angle of 90 degs. 17' 321.27 feet to a point in the southeast corner of the Perrette lot as described by deed in Book 75, Page 282; thence north 150 feet to a point in the northeast corner of said Perrette lot; thence west 267.38 feet to a point in Airways Road and the northwest corner of said Perrette lot in the west line of Section 19; thence north along the west line of said Section 19 and with Airways Road 331.0 feet to the point of beginning.

PARCEL VI-B

THE NORTHWEST 28.28 ACRES OF SECTION 19, T-1-S, R-7-W, DESOTO COUNTY, MISSISSIPPI, more particularly described as follows: Beginning at a point in the northwest corner of Section 19, Township 1 South, Range 7 West, DeSoto County, Mississippi; thence south along the west line of said Section 19 and with Airways Road 755.0 feet to a point at the northwest corner of the Wunderlich 5.57 acres; thence east along the north line of the Wunderlich property and at an interior angle of 90 degrees and 17 minutes 588.0 feet to a point at the northeast corner of said Wunderlich property; thence south along the east line of said Wunderlich property and at an interior angle of 269 degrees and 41 minutes 331.0 feet to a point; thence east at an interior angle of 90 degrees 54.916 feet to a point at the water line of a lake at the permanent spillway elevation of 310.0 feet above sea level; thence eastwardly and northwardly following the 310.0 contour elevation above sea level to a point; thence north on a line making an angle of 90 degrees with the north line of said Section 19, 127 feet to a point in the north line of said Section 19; thence west along the north line of said Section 19 at an interior

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angle of 90 degrees and with State Line Road 1535 feet to the point of beginning. The water line of the lake shown hereon and described above is the level of the lake at the spillway. This is a fluctuating line which will change with the water level in the lake; encroaching inward as flow over the spillway deepens and receding during dry weather when there is no flow over the spillway. It is the intention that the water line is the property line at any given stage of the water level in the lake. This area of the property described above is 28.28 acres. The area in the proposed right-of-way of State Line Road and Airways Road is 2.08 acres. The net area is 26.20 acres.

PARCEL IX

PART OF SECTION 23, T-1-S, R-8-W, DESOTO COUNTY, MISSISSIPPI, more particularly described as follows: Beginning at a point in the Northerly line of Mississippi Valley Boulevard 341.52 feet West of the Westerly line of U. S. Highway No. 51 (produced) at the Southwest corner of the Coahoma National Bank property; thence Northwestwardly along the Westerly line of the Coahoma National Bank Property 185 feet to a point at the Northwest corner of the Coahoma National Bank property; thence Eastwardly along the Northerly line of the Coahoma National Bank property 120 feet to a point; thence Northwardly at an interior angle of 92 degrees 39 minutes 34 seconds 20.22 feet to a point; thence Eastwardly at an interior angle of 270 degrees 62.53 feet to a point; thence Northwardly at an interior angle of 90 degrees 100.6 feet to a point; thence Northwestwardly at an interior angle of 155 degrees 04 minutes and 48 seconds 51.41 feet to a point in the southerly line of Southaven Subdivision Section "C"; thence Southwestwardly along the Southerly line of said Section 'C' 270.79 feet to a point in the Easterly line of said Section 'C' thence Southeasterly along the Easterly line of said Section 'C' 458.15 feet to a point in the Northerly line of Mississippi Valley Boulevard; thence Eastwardly along the Northerly line on Mississippi Valley Boulevard 115.59 feet to the point of beginning.

PARCEL XIV-A

PART OF THE NORTHWEST QUARTER OF SECTION 29, T-1-S, R-7-W, DESOTO COUNTY, MISSISSIPPI, more particularly described as follows: Beginning at a point at the southeast corner of the northwest quarter of Section 29, Township 1 South, Range 7 West, DeSoto County, Mississippi; thence north along the north-south one-half section line of said Section 29, 1,815.00 feet to a point at the southeast corner of the J. D. Brown 50 acres; thence west along Brown's south line and at an interior angle of 91 degrees 14 minutes 49 seconds 2,626.935 feet to a point at Brown's southwest corner in the west line of said Section 29 and in Swinnea Road; thence south with Swinnea Road and at an interior angle of 88 degrees 50 minutes 11 seconds and along the west line of said Section 29, 1,200.78 feet to a point at the northwest corner of the George W. Dunn, et ux, property; thence east along Dunn's north line and at an interior angle of 90 degrees 49 minutes 606.78 feet to a point at Dunn's northeast corner; thence south at an interior angle of 289 degrees 11 minutes along Dunn's east line and along the east line of the Sigmund F. Hiller property 630.0 feet to a point at the southeast corner thereof in the east-west one-half section line of said Section 29; thence east at an interior angle of 90 degrees 49 minutes along said one-half section line 2,022.52 feet to the point of beginning containing 101.20 acres, according to the survey of W. H. Porter, Civil Engineer, dated June, 1970.

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PARCEL XIV-B

PART OF THE SOUTHEAST QUARTER OF SECTION 20-T-1-S, R-7-W, DESOTO COUNTY, MISSISSIPPI, more particularly described as follows: Beginning at a point at the southeast corner of Section 20, Township 1 South, Range 7 West, DeSoto County, Mississippi; thence north along the east line of said Section and with Tchulahoma Road 2,638.047 feet to a point at the northeast corner of the southeast quarter of said Section 20; thence west at an interior angle of 91 degrees 3 minutes and along the east-west half section line of said Section 20, 2,636.226 feet to a point at the northwest corner of the southeast quarter of said Section 20; thence south at an interior angle of 90 degrees 19 minutes and along the north-south one-half section line of said Section 20, 2,222.50 feet to a point at the northwest corner of a 4-acre tract; thence east at an interior angle of 89 degrees 38 minutes 417.50 feet to a point at the north-east corner of said 4-acre tract; thence south at an interior angle of 269 degrees 38 minutes 417.50 feet to a point at the southeast corner of the said 4-acre tract in the south line of said Section 20; thence east along the south line of said Section 20 and at an interior angle of 89 degrees 38 minutes 2,281.66 feet to the point of beginning and containing 157.6 acres according to the survey of W. H. Porter, Civil Engineer, dated June, 1970; Provided However that part of said property is subject to a life estate of Mrs. A. C. Hassel which is described as beginning at a point at the southeast corner of Section 20, Township 1, South, Range 7 West, DeSoto County, Mississippi; thence north along the east line of said Section and with Tchulahoma Road 763.047 feet to the point of beginning; thence north along the east line of said Section and with Tchulahoma Road 350 feet to a point; thence west at right angles to said Section line 622.29 feet to a point; thence south at an interior angle of 90° 350 feet to a point; thence east at an interior angle of 90° 666.29 feet to the point of beginning and containing 5 acres, as shown by the survey of W. H. Porter, Civil Engineer, dated June, 1970, and which is reserved in Warranty Deed dated June 19, 1970, of record in Book _____, Page _____, of the Chancery Court Clerk's Office of DeSoto County, Mississippi.

PARCEL XV

DESCRIPTION OF FORMER PROPERTY OF C. T. SMITH IN THE NORTHEAST QUARTER OF SECTION 29, T-1-S, R-7-W, DESOTO COUNTY, MISSISSIPPI, more particularly described as follows: Beginning at a point at the northeast corner of Section 29, Township 1 South, Range 7 West, DeSoto County, Mississippi, said point being in the west edge of Tchulahoma Road; thence south along the east line of said Section 1525.22 feet to a point; thence west at an interior angle of 90 degrees 250 feet to a point; thence south at an interior angle of 270 degrees 350 feet to a point; thence east at an interior angle of 270 degrees 250 feet to a point in the east line of said Section 29 in the west edge of Tchulahoma Road; thence south along the east line of said Section 29 and along Tchulahoma Road 793 feet to a point at the one-half Section Line of said Section 29; thence west along the said one-half Section Line and at an interior angle of 90 degrees 2657.50 feet to a point at the center of said Section 29; thence north along the North-South one-half Section Line and at an interior angle of 90 degrees and 54 minutes 2646.56 feet to a point in the north line of said Section 29; thence east along the north line of said Section 29 at an interior angle of 89° and 31' 2699.16 feet to the point of beginning. The area of the above described property is 161.53 acres less 0.15 acres in Tchulahoma Road leaving a net area of 161.38 acres.

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STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A M. 19 day of April 1976, and that the same has been recorded in Book 198 Page 491 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 19th day of April 1976.

Fees $ 10.50

H. T. Swearengen CLERK

500

CANCELLED BY AUTHORITY RECORDED IN BOOK
222 PAGE 116
THIS 28 DAY OF Feb. 1978
H. J. [illegible]
CHANCERY CLERK

LION OIL COMPANY

TO

THE BANK OF NEW YORK

AND

SHELDON HARRISON,
as Trustees

Second Supplemental Indenture

Dated as of March 15, 1976

TO

Indenture of Mortgage and Deed of Trust

Dated as of March 15, 1973

As amended and supplemented by
First Supplemental Indenture
dated as of April 1, 1975
and as affected by certain consents,
waivers and other acts of Bondholder

SECOND SUPPLEMENTAL INDENTURE, dated as of March 15, 1976, among LION OIL COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (herein called the "Company"), acting through Joseph A. Marks, its vice president, and having its principal executive office at Lion Oil Building, in the City of El Dorado, State of Arkansas, party of the first part, and THE BANK OF NEW YORK, a corporation duly organized and existing under the laws of the State of New York, acting through K. G. Pittius, its assistant vice president, and having its principal corporate trust office at 90 Washington Street, in the Borough of Manhattan, City of New York, State of New York (herein called the "Trustee"), and SHELDON HARRISON, residing at 253-07 147th Drive, Rosedale, in the Borough of Queens, City of New York, State of New York (herein called the "Individual Trustee"), as Trustees under the Indenture of Mortgage and Deed of Trust, as amended and supplemented, referred to below, parties of the second part (the Trustee and the Individual Trustee being herein collectively called the "Trustees");

WHEREAS, the Company has outstanding $13,750,000 principal amount of its 9½% First Mortgage Sinking Fund Bonds Due 1985 (herein called the "Bonds") under its Indenture of Mortgage and Deed of Trust, dated as of March 15, 1973, as amended and supplemented by a First Supplemental Indenture, dated as of April 1, 1975, among the Company and the Trustees, as affected by consents, waivers and other acts of the Bondholder executed on the following dates: June 22, 1973, November 7, 1973, March 8, 1974, March 8, 1974, January 10, 1975 and February 12, 1975 (said Indenture of Mortgage and Deed of Trust, as so amended, supplemented and affected, being herein called the "Indenture"); and

WHEREAS, the Company is authorized by law, for its proper corporate purposes, to cause corporations to be merged into it and upon such merger to assume the obligations of such corporations and, to that end, in the exercise of such authority, has duly authorized the merger into the Company of Toscopetro Corporation, a Delaware corporation ("Toscopetro"), and upon such merger the Company will assume the assets and liabilities of Toscopetro, as permitted by the Indenture as amended and supplemented by this Second Supplemental Indenture; and

WHEREAS, the Company is authorized by law, for its proper corporate purposes, to incur and secure indebtedness and other obligations and, to that end, in the exercise of such authority, has duly authorized the creation of indebtedness under the Chicago Revolving Credit Agreement (as hereinafter defined in Article 1) to The First National Bank of Chicago and certain other banking institutions in a principal amount not to exceed $106,000,000 and the creation of certain other obligations under the Chicago Revolving Credit Agreement or pursuant thereto to The First National Bank of Chicago and such other banking institutions, and the securing of such indebtedness and other obligations, plus accrued interest thereon, as permitted by the Indenture as amended and supplemented by this Second Supplemental Indenture; and

WHEREAS, the Company is authorized by law, for its proper corporate purposes, to acquire assets and to incur and secure indebtedness and other obligations and, to that end, in the exercise of such authority, has duly authorized the acquisition of certain assets of Phillips Petroleum Company, a Delaware corporation ("Phillips"), the creation of indebtedness to Phillips in an aggregate principal amount of approximately $48,000,000 and the creation of certain other obligations to Phillips and the securing of such indebtedness and other obligations, plus accrued interest thereon, and the creation of certain other indebtedness and obligations in connection with the acquisition of assets from Phillips and the securing of certain of such indebtedness and obligations, all as permitted by the Indenture as amended and supplemented by this Second Supplemental Indenture; and

WHEREAS, the Indenture prohibits, among other things, the Company from (i) merging with Toscopetro and upon such merger from assuming Toscopetro's assets and liabilities, (ii) incurring the

aforesaid indebtedness and other obligations to The First National Bank of Chicago and certain other banking institutions and from so securing them, (iii) incurring the aforesaid indebtedness and obligations to Phillips and from so securing them, and (iv) incurring certain other indebtedness and obligations in connection with the acquisition of assets from Phillips and the securing of certain thereof as aforesaid; and

WHEREAS, the Company wishes to enter into this Second Supplemental Indenture with the Trustees in order to amend and supplement the Indenture to the extent necessary to permit, among other things (i) the merger into the Company of Toscopetro and upon such merger the assumption by the Company of Toscopetro's assets and liabilities, (ii) the incurrence by the Company of the aforesaid indebtedness and obligations to The First National Bank of Chicago and certain other banking institutions and the securing of such indebtedness and obligations, (iii) the incurrence by the Company of the aforesaid indebtedness and obligations to Phillips and the securing of such indebtedness and obligations and (iv) the incurrence by the Company of certain other indebtedness and obligations in connection with the acquisition of assets from Phillips and the securing of certain thereof as aforesaid; and

WHEREAS, concurrently with the execution and delivery of this Second Supplemental Indenture the Company is taking all action necessary to cancel or terminate the Boston Mortgage and Security Interests, the Boston Revolving Credit Agreement, the Saint Paul Mortgage and Security Interests, the Saint Paul Revolving Credit Agreement and the Saint Paul Revolving Credit Note (as said terms are defined in the Indenture) and to repay all amounts owing thereunder; and

WHEREAS, pursuant to Section 14.02 of the Indenture, the Company has requested the Trustees to execute this Second Supplemental Indenture and has delivered to the Trustee a resolution of the Board of Directors of the Company authorizing the execution of this Second Supplemental Indenture, certified by the Secretary or an Assistant Secretary of the Company, under its corporate seal, to have been duly adopted by the Board of Directors of the Company and to be in full force on the date of such certification, and the holder of all of the outstanding Bonds has consented to the execution of this Second Supplemental Indenture and a copy of such consent has been filed with the Trustee; and

WHEREAS, all conditions and requirements necessary to authorize the execution of this Second Supplemental Indenture and duly and legally to effect the modifications and amendments of the Indenture provided for by this Second Supplemental Indenture and to make the Indenture, as amended and supplemented hereby, a valid and legally binding instrument for the security for the Bonds, have been complied with or have been done and performed; and

WHEREAS, the Trustees have full power and authority to execute this Second Supplemental Indenture and to accept and execute the trust herein imposed upon them;

NOW, THEREFORE, THIS SECOND SUPPLEMENTAL INDENTURE WITNESSETH THAT THE COMPANY AND THE TRUSTEES HEREBY AGREE AS FOLLOWS:

ARTICLE 1

DEFINED TERMS

SECTION 1.01. *Defined Terms.* All terms defined in the Indenture are used in this Second Supplemental Indenture with their defined meanings, as herein amended.

ARTICLE 2

MODIFICATIONS AND AMENDMENTS OF THE INDENTURE

The Indenture is hereby amended and supplemented as follows:

SECTION 2.01. *Amendment of Granting Clause II.* Granting Clause II of the Indenture is amended to read as follows:

"GRANTING CLAUSE II

Also all other lands and other interests in lands now owned or hereafter acquired by the Company, including, without limitation, all interests of the Company, whether as lessor or as lessee, in any leases now or hereafter made and all rights of the Company thereunder, but excluding from this Granting Clause (i) the lands and other interests in lands (including, without limitation, in such exclusion all interests of the Company, whether as lessor or as lessee, in leases relating to such lands) listed by unit number or address in Schedule 1 to the Bond Purchase Agreement, *provided, however,* that this exclusion shall not operate in derogation or contravention of the future effect of Granting Clause XI hereof, and (ii) any lands and interests in lands which shall constitute Excluded Property (as hereinafter defined in Article 1)."

SECTION 2.02. *Amendment of Granting Clause III.* Granting Clause III of the Indenture is amended by deleting the proviso at the end of the first paragraph thereof and by substituting the following for such proviso:

", but excluding from this Granting Clause any property which shall constitute Excluded Property".

SECTION 2.03. *Amendment of Granting Clause IV.* Granting Clause IV of the Indenture is amended by inserting the following before the period at the end of the first paragraph thereof:

", but excluding from this Granting Clause any property which shall constitute Excluded Property".

SECTION 2.04. *Amendment of Granting Clause VI.* Granting Clause VI of the Indenture is amended by deleting the first paragraph thereof and by substituting the following for such paragraph:

"Also all of the right, title and interest of the Company in and to all personal property of the Company, whether now or hereafter existing, owned or acquired, including within this Granting Clause (1) all equipment of the Company, whether now or hereafter existing, owned or acquired, including, without limitation, the equipment listed in Parts I, IV, V and VI of Schedule B hereto and Parts I and II of Schedule F hereto, whether located on the real property subject to the lien of this Indenture or any other real property of the Company, (2) all instruments, investment securities, documents of title, chattel paper, notes, drafts, acceptances and general intangibles of the Company, whether now or hereafter existing, owned or acquired, and (3) all proceeds and products of all the foregoing personal property referred to in clauses (1) and (2) above, but excluding from this Granting Clause any personal property which shall constitute Excluded Property."

SECTION 2.05. *Amendment of Granting Clause X.* Granting Clause X of the Indenture is amended by deleting the first paragraph thereof and by substituting the following for such paragraph:

"Notwithstanding anything in these Granting Clauses contained, also all other property of every nature and kind, except only (i) such lands and interests in lands as are excluded from Granting Clause II hereof by the express terms thereof, (ii) such property as is excluded from Granting Clause III hereof by the express terms thereof, (iii) such property as is excluded from

Granting Clause IV hereof by the express terms thereof, (iv) such personal property as is excluded from Granting Clause VI hereof by the express terms thereof and (v) property of the type as may become subject to the lien of this Indenture pursuant to Granting Clause XI hereof, and whereso-ever situated, now owned or hereafter acquired by the Company, or to which it is now or may at any time hereafter be, in any manner, entitled at law or in equity."

SECTION 2.06. *Amendment of Granting Clause XI.* Granting Clause XI of the Indenture is amended by deleting the word "or" appearing before Clause (c) contained in the first paragraph thereof and by substituting a comma for such word and by deleting Clause (c) contained in such first paragraph and by substituting the following for such Clause (c):

"(c) shall constitute Phillips Excluded Property or Toscopetro Excluded Property (as hereinafter defined in Article 1) or (d) shall not constitute Phillips Excluded Property or Toscopetro Excluded Property but shall be covered by the Chicago Mortgage and Security Interests (as hereinafter defined in Article 1) and at the time any Indebtedness permitted by Section 6.14A(3) hereof (or which would be permitted but for the proviso at the end of said Section 6.14A(3)) secured by the Chicago Mortgage and Security Interests shall remain unpaid or any of the respective commitments of the Chicago Revolving Credit Banks (as hereinafter defined in Article 1) (i) under the Chicago Revolving Credit Agreement (as hereinafter defined in Article 1) to make advances or to issue letters of credit or (ii) to make payments under such letters of credit shall not be terminated", amended to read as follows:

SECTION 2.07. *Amendment of Granting Clause XII.* Granting Clause XII of the Indenture is

"GRANTING CLAUSE XII

Upon the payment in full of all Indebtedness permitted by Section 6.14A(3) hereof (or which would be permitted but for the proviso at the end of said Section 6.14A(3)) secured by the Chicago Mortgage and Security Interests and upon the termination of all of the respective commitments of the Chicago Revolving Credit Banks (a) under the Chicago Revolving Credit Agreement to make advances or to issue letters of credit and (b) to make payments under such letters of credit, then the property of the Company which is then covered by the Chicago Mortgage and Security Interests and the property thereafter acquired by the Company which would have been covered by the Chicago Mortgage and Security Interests (except for property (i) which constitutes Phillips Excluded Property or Toscopetro Excluded Property, (ii) has already been or is hereafter expressly mortgaged or pledged hereunder or (iii) then constitutes Excepted Property) shall immediately become subject to the lien hereof to the extent permitted by law and to the extent that the lien of this Indenture on the Trust Estate would not thereby be impaired, to secure equally and ratably the obligations secured hereby as herein provided. Upon the occurrence of an Event of Default following such payment and termination, the Trustees are hereby authorized to, but shall not be obligated to, notify any or all parties to any collateral which theretofore became or shall thereafter become subject to the lien hereof pursuant to the preceding sentence and any or all issuers or makers thereof, bailees and other custodians thereof, and obligors and debtors thereunder, of the existence of the security interest of the Trustees and request that such parties pay, remit, transfer and deliver all sums due and to become due directly to the Trustee. Whenever all such Events of Default shall have been cured, the Trustees shall rescind any notifications and requests made pursuant to this Granting Clause and any sums received by the Trustee after all such Events of Default shall have been so cured shall be paid over by the Trustee to the Company. Nothing contained in this Granting Clause shall prevent the Company prior to the occurrence of an Event of Default from selling, assigning, transferring or otherwise disposing of, or otherwise dealing in, any property which theretofore became or thereafter may become subject to the lien hereof pursuant to the first sentence of this Granting Clause, and in any such case the title, possession or other rights of the purchaser, assignee or transferee thereof shall be free and clear of such lien as would otherwise attach pursuant to the first sentence of this Granting Clause.

Without limiting the generality of the preceding paragraph of this Granting Clause, upon payment in full of all Indebtedness and upon termination of all commitments as provided in the preceding paragraph of this Granting Clause the following described property shall be deemed to be included in the property covered by the Chicago Mortgage and Security Interests and in the property which would have been covered by the Chicago Mortgage and Security Interests, *provided, however*, that none of the property specified in clauses (i), (ii) or (iii) of the preceding paragraph of this Granting Clause shall be deemed to be included in the property covered by the Chicago Mortgage and Security Interests and in the property which would have been covered by the Chicago Mortgage and Security Interests:

(a) all Inventory (as hereinafter defined in this Granting Clause) of the Company;

(b) all Accounts (as hereinafter defined in this Granting Clause) of the Company;

(c) all Chattel Paper (as hereinafter defined in this Granting Clause) and Instruments (as hereinafter defined in this Granting Clause) evidencing any obligation to the Company for payment for Inventory sold or leased or services rendered;

(d) all Documents (as hereinafter defined in this Granting Clause) covering any Inventory of the Company;

(e) all interest of the Company in any Inventory the sale or lease of which shall have given or shall give rise to, and in all guaranties and other property securing the payment of or performance under, any Chattel Paper or Instruments referred to in clause (c) above or any Account;

(f) all General Intangibles (as hereinafter defined in this Granting Clause) of the Company which have arisen out of the purchase, production, sale, exchange or other disposition of Inventory by the Company including, without limitation, all rights and entitlements of the Company relating to Inventory under any applicable United States or state crude oil allocation program, and all rights and interest of the Company relating to Inventory under so-called "exchange agreements" with others;

(g) to the extent related to the property described in clauses (a) through (f) above, all books, correspondence, credit files, records, invoices, bills of lading and other documents including, without limitation, to the extent so related, all tapes, cards, computer runs and other papers and documents in the possession or control of the Company or any computer bureau from time to time acting for the Company and, to the extent related to the property described in said clauses (a) through (f) above, all rights in, to and under all policies of insurance, including claims or rights to payments thereunder and proceeds therefrom; and

(h) all proceeds received upon the sale, exchange, collection or other disposition of any of the foregoing or of any such proceeds, to the extent such proceeds consist of moneys, checks, deposit accounts and the like or property of the character described in paragraphs (a) through (f) above.

When used in this Granting Clause, the following terms shall have the following meanings:

"*Account*" shall mean any right of the Company to payment for Inventory sold or leased or for services rendered which is not evidenced by an Instrument or Chattel Paper, whether or not such right has been earned by performance. Any right to payment earned or unearned under a charter or other contract involving the use or hire of a vessel and all rights incident to the charter or contract shall also be an "Account" hereunder.

"*Chattel Paper*" shall mean a writing or writings which evidence both a monetary obligation and a security interest in or a lease of specific goods, but a charter or other contract involving the use or hire of a vessel shall not be "Chattel Paper" hereunder. When a trans-

action is evidenced both by a security agreement or a lease and by an Instrument or a series of Instruments, the group of writings taken together constitutes Chattel Paper.

"*Document*" shall mean any bill of lading, dock warrant, dock receipt, warehouse receipt or order for the delivery of Inventory, together with any other document or receipt which in the regular course of business or financing is treated as adequately evidencing that the person in possession of it is entitled to receive, hold and dispose of the document and the goods it covers.

"*General Intangible*" shall mean any personal property (including things in action) other than Inventory and other goods, Accounts, Chattel Paper, Documents, Instruments and money.

"*Instrument*" shall mean a draft, check, certificate of deposit, note, bill of exchange or any other writing which evidences a right to the payment of money and is not itself a security agreement or lease and is of a type which is in the ordinary course of business transferred by delivery with any necessary indorsement or assignment.

"*Inventory*" shall mean all goods owned or held by or for the account of the Company for sale or lease, or for furnishing under a contract of service, or as raw materials, work in process or materials incorporated in or consumed in the production of any of the foregoing, including, without limitation, all oil (crude or otherwise), all refinery feed and blending stocks and all oil, petroleum and gasoline products and by-products (whether in a liquid, solid or gaseous state), in each case wherever the same shall be located whether on consignment, in retail outlets, warehouses, terminals, the Company's refineries, in vessels in transit, in pipelines or otherwise."

SECTION 2.08. *Amendment of Habendum Clause.* The Habendum Clause of the Indenture (that is, the clause which begins "TO HAVE AND TO HOLD" on page 24 of the Indenture, as originally executed) is amended to read as follows:

"TO HAVE AND TO HOLD all said properties, interest and rights, of every kind, real, personal or mixed, by this Indenture and all of the Granting Clauses of this Indenture hereby and hereafter (by supplemental indenture or otherwise) granted, bargained, sold, warranted, released, conveyed, assigned, transferred, mortgaged, pledged, set over, or confirmed as aforesaid, or agreed or intended so to be, together with all the appurtenances thereto appertaining, all 1,000 shares of the capital stock of the Company which the Parent Company, pursuant to the Guaranty Agreement, has agreed to pledge with and deliver to the Trustee, prior to or simultaneously with the authentication of the Bonds hereunder and, except as otherwise specifically provided in Section 7(c) of the Guaranty Agreement, all other shares of the stock of the Company owned or held, whether now or hereafter, by the Parent Company (said properties, interests, rights, shares and other stock of the Company being herein included in the Trust Estate), unto the Trustees, their successors in the trust and their assigns forever,".

SECTION 2.09. *Amendment of Section 1.01 (new definition of "Chicago Mortgage and Security Interests").* Section 1.01 of the Indenture is amended by adding the following definition thereto in alphabetical sequence:

"*Chicago Mortgage and Security Interests.* The term "Chicago Mortgage and Security Interests" shall mean, collectively, the security interests in personal property (whether or not such personal property was produced or acquired through the use of or as a result of disposition of any property or rights not covered by the Chicago Mortgage and Security Interests) granted or to be granted by the Company to or for the benefit of the Chicago Revolving Credit Banks (*i*) pursuant to the Security Agreement between the Company and The First National Bank of Chicago, as agent for the Chicago Revolving Credit Banks, and the other documents delivered by the Com-

pany pursuant thereto and (ii) pursuant to an Assignment by the Company to The First National Bank of Chicago, as agent for the Chicago Revolving Credit Banks, of the rights of the Company to any refund from Phillips under Section 4.2 of the Phillips Purchase and Sale Agreement, as such Security Agreement and Assignment are amended to, and in effect on, the Closing Date, which Security Agreement and Assignment are referred to in the Chicago Revolving Credit Agreement, as amended to, and in effect on, the Closing Date. Said security interests constitute or will constitute security for the repayment of any and all Indebtedness of the Company which may be outstanding from time to time under and pursuant to the Chicago Revolving Credit Agreement and by reason of letters of credit issued thereunder and permitted by Section 6.14A(3) hereof (or which would be permitted but for the proviso at the end of Section 6.14A(3); however, the Chicago Mortgage and Security Interests shall not be affected by failure of the Company to comply with any of its obligations hereunder. Certified conformed copies of said Security Agreement and said other documents and of Uniform Commercial Code UCC-1 Financing Statements, as filed or to be filed pursuant to said Security Agreement in the States of Alabama, Arizona, Arkansas, California, Colorado, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Mississippi, Missouri, Oregon, Nevada, New York, Oklahoma, Tennessee, Texas, Utah and Washington, have been filed with the Trustee."

SECTION 2.10. *Amendment of Section 1.01 (new definition of "Chicago Revolving Credit Agreement").* Section 1.01 of the Indenture is amended by adding the following definition thereto in alphabetical sequence:

"*Chicago Revolving Credit Agreement.* The term "Chicago Revolving Credit Agreement" shall mean the Credit Agreement dated as of March 15, 1976 by and among the Parent Company, the Company and the Chicago Revolving Credit Banks, together with exhibits and schedules thereto, pursuant to which and subject to the terms and conditions thereof, the Company may incur on or prior to March 31, 1979 Indebtedness evidenced by, or in connection with, the Chicago Revolving Credit Notes, and to be repayable not later than October 12, 1982. Said Indebtedness (to the extent permitted by Section 6.14A(3) hereof or which would be permitted but for the proviso at the end thereof) is or is to be secured by the Chicago Mortgage and Security Interests. Certified conformed copies of the Chicago Revolving Credit Agreement and of each of the exhibits and schedules thereto, all as amended to, and in effect on, the Closing Date, have been filed with the Trustee. The term "Chicago Revolving Credit Agreement" shall include said Agreement as the same may be modified or amended from time to time and shall also include any renewal, extension or replacement of said Agreement except as otherwise stated in such renewal, extension or replacement."

SECTION 2.11. *Amendment of Section 1.01 (new definition of "Chicago Revolving Credit Banks").* Section 1.01 of the Indenture is amended by adding the following definition thereto in alphabetical sequence:

"*Chicago Revolving Credit Banks.* The term "Chicago Revolving Credit Banks" shall mean the banks which shall from time to time be lenders pursuant to, or committed to make loans or issue letters of credit under, the Chicago Revolving Credit Agreement or to make payments under such letters of credit."

SECTION 2.12. *Amendment of Section 1.01 (new definition of "Chicago Revolving Credit Notes").* Section 1.01 of the Indenture is amended by adding the following definition thereto in alphabetical sequence:

"*Chicago Revolving Credit Notes.* The term "Chicago Revolving Credit Notes" shall mean the Revolving Credit Notes and the Term Notes, in substantially the form thereof attached, respectively, to the Chicago Revolving Credit Agreement as Exhibits A and B, issued or to be issued to evidence Indebtedness of the Company under the Chicago Revolving Credit Agreement,

and shall include the Series A Letters of Credit and the Series B Letters of Credit issued or to be issued pursuant to the Chicago Revolving Credit Agreement. Certified conformed copies of the Revolving Credit Notes have been filed with the Trustee. The term "Chicago Revolving Credit Notes" shall also include any renewal, extension or replacement of said Notes or Letters of Credit."

SECTION 2.13. *Amendment of Section 1.01 (new definition of "Closing Date").* Section 1.01 of the Indenture is amended by adding the following definition thereto in alphabetical sequence:

"*Closing Date.* The term "Closing Date" shall mean the Closing Date (as defined in the Phillips Purchase and Sale Agreement) but shall not be later than June 30, 1976."

SECTION 2.14. *Amendment of Section 1.01 (new definition of "Company's Business").* Section 1.01 of the Indenture is amended by adding the following definition thereto in alphabetical sequence:

"*Company's Business.* The term "Company's Business" shall mean the petroleum refining and marketing business of the Company as conducted in the usual course by the Company immediately prior to the Closing Date."

SECTION 2.15. *Amendment of Section 1.01 (new definition of "Consolidated Funded Indebtedness").* Section 1.01 of the Indenture is amended by adding the following definition thereto in alphabetical sequence:

"*Consolidated Funded Indebtedness.* The term "Consolidated Funded Indebtedness" of the Company and its Subsidiaries shall include, at any date, all Indebtedness of the Company and its Subsidiaries which would, in accordance with sound accounting practice, be classified as funded indebtedness, but in any event including all Indebtedness, whether secured or unsecured and whether or not subordinated, of the Company and its Subsidiaries having a final maturity (or renewable or extendible, whether pursuant to a revolving credit or similar agreement or otherwise, at the option of the Company and its Subsidiaries or the borrower for a period ending) later than one year after such date, notwithstanding the fact that (a) payments in respect of a portion thereof (whether installment, serial maturity or sinking fund payments or otherwise) are required to be made less than one year after such date and (b) any portion thereof is at the time included in Current Liabilities. Any Indebtedness which is extended or renewed (other than pursuant to an option of the Company and its Subsidiaries or the borrower) shall be deemed to have been created at the date of such extension or renewal."

SECTION 2.16. *Amendment of Section 1.01 (new paragraph (9) of subsection (A) of the definition of "Consolidated Net Earnings").* Paragraph (9) of subsection (A) of the definition of "Consolidated Net Earnings" contained in Section 1.01 of the Indenture is amended to read as follows:

"9. Any income or earnings from the acquisition, whether by purchase, redemption or otherwise, by the Parent Company or the Company of any Indebtedness of the Company (or any instrument evidencing the same) or any stock or other security of the Company (or any instrument evidencing the same) or any portion of any thereof or from the retirement of any such Indebtedness or any such stock or other security or any portion of any thereof in any manner;".

SECTION 2.17. *Amendment of Section 1.01 (amendment of the definition of "Consolidated Net Tangible Assets").* The first paragraph of the definition of "Consolidated Net Tangible Assets" contained in Section 1.01 of the Indenture is amended to read as follows:

"*Consolidated Net Tangible Assets.* The term "Consolidated Net Tangible Assets" of the Company and its Subsidiaries shall mean, at any particular time,

A. the value as shown by the books of the Company and its Subsidiaries (without giving effect to any writeup on any property after October 1, 1972, except that, pursuant to accounting principles applicable to the purchase of the Lion Oil Busjness by the Company and the Phillips Business by the Company, certain adjustments in the value of property on the books of the Company were made prior to March 15, 1973 with respect to the property used in the Lion Oil Business and certain adjustments in the value of property on the books of the Company may be made as of the Closing Date with respect to property used in the Phillips Business, without, in either case, any increase in the total value on the books of the Company of the property so purchased) of all their property, both real and personal, located within the United States of America (including also crude oil and its derivatives owned by the Company outside the United States of America which are in transit or in storage for transit to the United States of America, *provided* that the full cost thereof to the Company is insured under one or more valid and enforceable policies issued by one or more domestic insurers of recognized responsibility or by one or more syndicates of underwriters at Lloyd's, London, England, which policy or policies are in amounts sufficient to prevent the Company from becoming a coinsurer within the terms thereof), exclusive of such values attributable to minority interests and of franchises, licenses, permits, patents, patent applications, copyrights, trademarks, service marks, trade names, good will, experimental or organizational expense or other like intangibles, treasury stock and all unamortized debt discount and expense and deferred taxes and other deferred charges (other than deferred charges on the Company's Balance Sheet as of December 31, 1972, not in excess of $400,000 of unamortized debt expense to the extent that such arises out of the issuance and sale of the Bonds issued hereunder and not in excess of $2,000,000 of unamortized expense to the extent that such arises in connection with the Phillips Purchase and Sale Agreement), after deducting reserves for depreciation, depletion, obsolescence and amortization as shown by the books of the Company and its Subsidiaries and all other proper reserves which in accordance with sound accounting practice should be set aside in connection with the businesses conducted by them;

less, without duplication, the sum of

B(i). all Indebtedness of the Company and its Subsidiaries other than

(1) reserves which have been deducted pursuant to the preceding *Subsection A* and

(2) Consolidated Funded Indebtedness and

B(ii). all Investments of the Company and its Subsidiaries other than

(1) Investments specified in subsections A, D(1), D(2), D(3) and D(4) of the definition of "Investment" set forth in this Section 1.01 and

(2) Investments of the Company (to the extent made in cash) in Texoma Pipe Line Company, a Delaware corporation."

SECTION 2.18. *Amendment of Section 1.01 (amendment of the definition of "Consolidated Net Worth").* The definition of "Consolidated Net Worth" contained in Section 1.01 of the Indenture is amended to read as follows:

"*Consolidated Net Worth.* The term "Consolidated Net Worth" shall mean, at any date, (a) the sum of the Company's capital stock accounts and all surplus and retained earnings accounts of the Company and its Subsidiaries, at the same date, consolidated, determined in accordance with sound accounting practice, including the elimination of inter-corporate items, or (b) the Consolidated Net Tangible Assets less the Consolidated Funded Indebtedness at the same date, whichever shall be less."

SECTION 2.19. *Amendment of Section 1.01 (amendment of Clause (2) of the definition of "Current Assets").* Clause (2) of the definition of "Current Assets" contained in Section 1.01 of the Indenture is amended to read as follows:

"(2) any stocks or any bonds, notes or other evidences of indebtedness (other than those described in subsection D(1), D(2) or D(3) of the definition of "Investment") except, if not prohibited as an Investment by Section 6.13 hereof, (A) readily marketable bonds, notes and other evidences of indebtedness, other than Indebtedness referred to in *Clause (3)* hereof, maturing by their terms within one year from the date of their issue and regularly sold in an established market, (B) customers' notes and trade acceptances properly classified as current assets, and (C) direct readily marketable obligations of the United States of America or readily marketable obligations fully guaranteed by the United States of America;".

SECTION 2.20. *Amendment of Section 1.01 (new definition of "Customer and Supplier Loans").* Section 1.01 of the Indenture is amended by adding the following definition thereto in alphabetical sequence:

"*Customer and Supplier Loans.* The term "Customer and Supplier Loans" shall mean the several Indebtednesses incurred by the Company pursuant to the agreements listed on Schedule X hereto. Certified conformed copies of said agreements, all as amended to, and in effect on, the Closing Date, have been delivered to the Trustee. The term "Customer and Supplier Loans" shall include the Indebtedness under said agreements, as the same may be modified, amended or extended from time to time."

SECTION 2.21. *Amendment of Section 1.01 (new definition of "Excluded Property").* Section 1.01 of the Indenture is amended by adding the following definition thereto in alphabetical sequence:

"*Excluded Property.* The term "Excluded Property" shall mean (i) the property covered by the Chicago Mortgage and Security Interests, but (as to such of said property which does not constitute Phillips Excluded Property or Toscopetro Excluded Property) only so long as any Indebtedness permitted by Section 6.14A(3) hereof (or which would be permitted but for the proviso at the end of said Section 6.14A(3)) secured by the Chicago Mortgage and Security Interests shall remain unpaid or any of the respective commitments of the Chicago Revolving Credit Banks (a) under the Chicago Revolving Credit Agreement to make advances or to issue letters of credit or (b) to make payments under such letters of credit shall not be terminated, (ii) the Phillips Excluded Property and (iii) the Toscopetro Excluded Property."

SECTION 2.22. *Amendment of Section 1.01 (new definitions of "Financing Lease" and "Financing Lease Obligation").* Section 1.01 of the Indenture is amended by adding the following definitions thereto in alphabetical sequence:

"*Financing Lease; Financing Lease Obligation.* The term "Financing Lease" shall mean any lease of property, real or personal, in respect of which the present value of the minimum rental commitment would, in accordance with sound accounting practice, be capitalized on a balance sheet of the lessee; and the term "Financing Lease Obligation" shall mean at any time the then present value of the minimum rental commitment under a Financing Lease, computed by discounting the minimum lease payments at the interest rate implicit in the terms of the lease at the time of entering into the lease."

SECTION 2.23. *Amendment of Section 1.01 (amendment of the definition of "Guaranty Agreement").* The definition of "Guaranty Agreement" contained in Section 1.01 of the Indenture is amended to read as follows:

"*Guaranty Agreement.* The term "Guaranty Agreement" shall mean the Guaranty Agreement, dated March 23, 1973, among the Parent Company, The Equitable Life Assurance Society

of the United States and the Trustee, as the same may be amended and supplemented from time to time in accordance with the provisions thereof, providing, among other things, for the guaranty by the Parent Company of payment of the Bonds and for the endorsement of such guaranty on the Bonds."

SECTION 2.24. *Amendment of Section 1.01 (new subsection H of the definition of "Indebtedness").* Section 1.01 of the Indenture is amended by deleting the word "and" at the end of subsection F of the definition of "Indebtedness", by deleting the period at the end of subsection G thereof and by substituting "; and" for such period and by inserting the following subsection after subsection G thereof:

"H. except for the purposes of Section 6.26 hereof, all Financing Lease Obligations and all indebtedness of such corporation created or arising under any conditional sale or other title retention agreement (including payment obligations under any lease in the nature of a title retention agreement) with respect to property acquired by such corporation, even though the rights and remedies of the lessor, seller or lender under the relevant Financing Lease or agreement in the event of default are limited to repossession or sale of such property."

SECTION 2.25. *Amendment of Section 1.01 (amendment of subsection C of the definition of "Investment").* Subsection C of the definition of "Investment" contained in Section 1.01 of the Indenture is amended to read as follows:

"C. advances to officers and employees of the Company and its Subsidiaries in the ordinary course of business which are repayable on demand or within one year from the date made not exceeding $500,000 at any one time outstanding;".

SECTION 2.26. *Amendment of Section 1.01 (amendment of subsection D of the definition of "Investment").* Subsection D of the definition of "Investment" contained in Section 1.01 of the Indenture is amended to read as follows:

"D. any investment described in any of *Clauses* (1) through (7) below:

(1) investments in direct obligations of the United States of America or readily marketable obligations fully guaranteed by the United States of America, in each case having a maturity within one year from the date of the making of such investment,

(2) investments in certificates of deposit issued by, and bank time deposits in, and bankers' acceptances of, any bank doing business in, and incorporated under the laws of, the United States of America or any state thereof and having a combined capital, surplus and undivided profits of at least $80,000,000, in each case due within one year from the date of the making of such investment,

(3) investments in commercial paper of corporations doing business in, and incorporated under the laws of, the United States of America or any state thereof rated P-1 by NCO/Moody's Commercial Paper Division of Moody's Investors Service Inc., and having the highest rating for investment issued by any other nationally recognized organization regularly engaged in rating investment quality of such obligations of public issuers, *provided* that such commercial paper shall have a maturity within one year from the date of the making of such investments,

(4) any investment received in settlement of a debt or other obligation arising or received in the ordinary course of business,

(5) investments consisting of guarantees in respect of Indebtedness incurred to finance the construction or acquisition of a Pollution Control Facility,

(6) investments in Western Hemisphere Corporation, a Delaware corporation, and Diablo Service Corporation, a California corporation, but only to the extent arising as a result of the acquisition by the Company of the stock of said corporations pursuant to the Phillips Purchase and Sale Agreement, and additional investments (not in excess of $700,000) in Western Hemisphere Corporation and

(7) investments, loans, advances and guarantees acquired or assumed as a result of any acquisition pursuant to the Phillips Purchase and Sale Agreement."

SECTION 2.27. *Amendment of Section 1.01 (amendment of the definition of "Marketing Properties").* The definition of "Marketing Properties" contained in Section 1.01 of the Indenture is amended to read as follows:

"*Marketing Properties.* The term "Marketing Properties" shall mean all properties, whether real, personal or mixed, of the Company and its Subsidiaries used or held or intended for use in the wholesale or bulk and retail sale of refined petroleum and related products including, without limitation, the bulk plants and Service Station Properties listed on the Schedules hereto, as well as all buildings, structures, improvements, storage tanks, pumps, piping, machinery, equipment, appliances, signs, and other fixtures and personal property of every kind and character located thereon or thereunder or related thereto or used or intended or held for use in connection therewith, and all easements, licenses, rights and privileges appurtenant thereto or used or held or intended for use in connection therewith, *provided* that such term shall not include Refining Properties and Excluded Property."

SECTION 2.28. *Amendment of Section 1.01 (new definition of "Merger").* Section 1.01 of the Indenture is amended by adding the following definition thereto in alphabetical sequence:

"*Merger.* The term "Merger" shall mean the transaction of merger of Toscopetro into the Company pursuant to an Agreement of Merger dated as of March 15, 1976 between Toscopetro and the Company."

SECTION 2.29. *Amendment of Section 1.01 (new subsections (12) and (13) of the definition of "Permitted Encumbrances").* Section 1.01 of the Indenture is amended by deleting the word "and" at the end of subsection (10) of the definition of "Permitted Encumbrances", by deleting the period at the end of subsection (11) thereof and by substituting a semicolon for such period and by adding the following subsections thereto:

"(12) pledges or deposits to secure obligations under workmen's compensation or similar legislation including liens or judgments thereunder which are not currently dischargeable; and

(13) pledges or deposits to secure performance in connection with bids, tenders, contracts (other than contracts for the payment of money) or leases (other than Financing Leases) made in the ordinary course of business to which the Company is a party."

SECTION 2.30. *Amendment of Section 1.01 (new definition of "Phillips").* Section 1.01 of the Indenture is amended by adding the following definition thereto in alphabetical sequence:

"*Phillips.* The term "Phillips" shall mean Phillips Petroleum Company, a Delaware corporation."

SECTION 2.31. *Amendment of Section 1.01 (new definition of "Phillips Agreement").* Section 1.01 of the Indenture is amended by adding the following definition thereto in alphabetical sequence:

"*Phillips Agreement.* The term "Phillips Agreement" shall mean the Loan Agreement dated as of March 15, 1976 by and among the Company, the Parent Company and Phillips, together with

exhibits thereto, pursuant to which and subject to the terms and conditions thereof, the Company has incurred or will incur Indebtedness to Phillips, to be evidenced by the Phillips Mortgage Note, the Phillips Promissory Note and the Phillips Standby Note, which Indebtedness (to the extent permitted by Section 6.14A(10) hereof or which would be permitted by Section 6.14A(10) but for the proviso at the end thereof) is or is to be secured by the Phillips Mortgage and Security Interests. Certified conformed copies of the Phillips Agreement and of each of the exhibits thereto, as amended to, and in effect on, the Closing Date, have been filed with the Trustee. The term "Phillips Agreement" shall include said Agreement as the same may be modified or amended from time to time and shall also include any renewal, extension or replacement of said Agreement except as otherwise stated in such renewal, extension or replacement."

SECTION 2.32. *Amendment of Section 1.01 (new definition of "Phillips Business").* Section 1.01 of the Indenture is amended by adding the following definition thereto in alphabetical sequence:

"*Phillips Business.* The term "Phillips Business" shall mean the business related to the assets of Phillips purchased by the Company pursuant to the Phillips Purchase and Sale Agreement, and to any assets acquired by the Company in connection with such business."

SECTION 2.33. *Amendment of Section 1.01 (new definition of "Phillips Excluded Property").* Section 1.01 of the Indenture is amended by adding the following definition thereto in alphabetical sequence:

"*Phillips Excluded Property.* The term "Phillips Excluded Property" shall mean (i) the assets of Phillips purchased by the Company pursuant to the Phillips Purchase and Sale Agreement, (ii) the assets acquired by the Company pursuant to any contract or other arrangement entered into in connection with the Phillips Purchase and Sale Agreement concurrently with or prior to the consummation of such purchase, (iii) the assets covered on the Closing Date by the Phillips Mortgage and Security Interests, whether or not the Indebtedness and obligations secured thereby shall have been paid, and (iv) other assets acquired by the Company after the consummation of the purchase referred to in Clause (i) above in connection with the Phillips Business."

SECTION 2.34. *Amendment of Section 1.01 (new definition of "Phillips Mortgage Note").* Section 1.01 of the Indenture is amended by adding the following definition thereto in alphabetical sequence:

"*Phillips Mortgage Note.* The term "Phillips Mortgage Note" shall mean the Promissory Note payable to the order of Phillips, in substantially the form thereof attached to the Phillips Agreement as Exhibit A thereto, issued or to be issued to evidence Indebtedness of the Company under the Phillips Agreement. A certified conformed copy of the Phillips Mortgage Note has been filed with the Trustee. The term "Phillips Mortgage Note" shall also include any renewal, extension or replacement of said Note."

SECTION 2.35. *Amendment of Section 1.01 (new definition of "Phillips Mortgage and Security Interests").* Section 1.01 of the Indenture is amended by adding the following definition thereto in alphabetical sequence:

"*Phillips Mortgage and Security Interests.* The term "Phillips Mortgage and Security Interests" shall mean the real property mortgages and security interests in personal property granted by the Company to Phillips pursuant to a Deed of Trust, as amended to, and in effect on, the Closing Date, which Deed of Trust is referred to in the Phillips Agreement, as amended to, and in effect on, the Closing Date. The Phillips Mortgage and Security Interests constitute or will constitute security for the repayment of any and all Indebtedness of the Company which may be outstanding from time to time and permitted by Section 6.14A(10) hereof (or which would be permitted by Section 6.14A(10) but for the proviso at the end of said Section 6.14A(10)); however, the Phillips Mortgage and Security Interests shall not be affected by failure of the Company to

comply with any of its obligations hereunder. Certified conformed copies of said Deed of Trust and Uniform Commercial Code UCC-1 Financing Statements as filed or to be filed pursuant to said Deed of Trust in the States of Arkansas, California, Colorado and New York have been filed with the Trustee."

SECTION 2.36. *Amendment of Section 1.01 (new definition of "Phillips Promissory Note").* Section 1.01 of the Indenture is amended by adding the following definition thereto in alphabetical sequence:

"*Phillips Promissory Note.* The term "Phillips Promissory Note" shall mean the Promissory Note of the Company payable to the order of Phillips, in substantially the form thereof attached to the Phillips Agreement as Exhibit C thereto, issued or to be issued to evidence Indebtedness of the Company under the Phillips Agreement. A certified conformed copy of the Phillips Promissory Note has been filed with the Trustee. The term "Phillips Promissory Note" shall also include any renewal, extension or replacement of said Note."

SECTION 2.37. *Amendment of Section 1.01 (new definition of "Phillips Purchase and Sale Agreement").* Section 1.01 of the Indenture is amended by adding the following definition thereto in alphabetical sequence:

"*Phillips Purchase and Sale Agreement.* The term "Phillips Purchase and Sale Agreement" shall mean the Restated Purchase and Sale Agreement dated January 9, 1976, as amended to, and in effect on, the Closing Date, between the Parent Company and Phillips and assigned in part to the Company by the Parent Company pursuant to an Assignment Agreement dated January 29, 1976. Certified conformed copies of the Phillips Purchase and Sale Agreement and of all amendments thereto and each of the exhibits thereto and said Assignment Agreement, all as amended to, and in effect on, the Closing Date, have been filed with the Trustee. The term "Phillips Purchase and Sale Agreement" shall include said Agreement, as so amended and as the same may be modified or amended from time to time and shall also include any renewal, extension or replacement of said Agreement, as so amended, except as otherwise stated in such renewal, extension or replacement."

SECTION 2.38. *Amendment of Section 1.01 (new definition of "Phillips Standby Note").* Section 1.01 of the Indenture is amended by adding the following definition thereto in alphabetical sequence:

"*Phillips Standby Note.* The term "Phillips Standby Note" shall mean the Promissory Note payable to the order of Phillips, in substantially the form thereof attached to the Phillips Agreement as Exhibit B thereto, issued or to be issued to evidence Indebtedness of the Company under the Phillips Agreement. A certified conformed copy of the Phillips Standby Note has been filed with the Trustee. The term "Phillips Standby Note" shall also include any renewal, extension or replacement of said Note."

SECTION 2.39. *Amendment of Section 1.01 (new definition of "Pollution Control Facility").* Section 1.01 of the Indenture is amended by adding the following definition thereto in alphabetical sequence:

"*Pollution Control Facility.* The term "Pollution Control Facility" shall mean a facility placed in service after August, 1975 which is owned or held subject to a conditional sale or other title retention agreement or leased by the Company or a Subsidiary and which is to be used, in whole or in part, to abate or control water or atmospheric pollution or contamination by removing, altering, disposing or storing pollutants, contaminants, wastes or heat, including, in any case, all equipment of any kind necessary to make such facility operable, and, in the case of any such facility to be used to control water pollution, the necessary intercepting sewers, pump-

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ing, power and other equipment, and their appurtenances; *provided* that a facility shall be deemed to be a Pollution Control Facility only if either (a) a Federal, State or local agency exercising jurisdiction has certified that the facility, as designed, is in furtherance of the purpose of abating or controlling atmospheric pollutants or contaminants, or water pollution, as the case may be, or (b) the facility is designed to meet or exceed applicable Federal, State and local requirements for the control of atmospheric pollutants or contaminants, or water pollution, as the case may be."

SECTION 2.40. *Amendment of Section 1.01 (new definition of "Prudential").* Section 1.01 of the Indenture is amended by adding the following definition thereto in alphabetical sequence:

"*Prudential.* The term "Prudential" shall mean The Prudential Insurance Company of America, a New Jersey corporation."

SECTION 2.41. *Amendment of Section 1.01 (new definition of "Prudential Agreement").* Section 1.01 of the Indenture is amended by adding the following definition thereto in alphabetical sequence:

"*Prudential Agreement.* The term "Prudential Agreement" shall mean the Purchase Agreement by and among the Parent Company, Toscopetro and Prudential, dated March 6, 1970, as amended to, and in effect on, the Closing Date, pursuant to which Toscopetro issued and sold and Prudential purchased the Prudential Notes, which Prudential Notes (to the extent permitted by Section 6.14A(8) hereof (or which would be permitted by Section 6.14A(8) but for the proviso at the end of said Section 6.14A(8)) are secured by the Prudential Mortgage and Security Interests. Pursuant to the Merger, the Company has been or will be substituted for Toscopetro as a party to said Agreement with the same force and effect as if it had been named in said Agreement. Certified conformed copies of the Prudential Agreement and of all amendments thereto and of each of the exhibits thereto, all as amended to, and in effect on, the Closing Date, have been filed with the Trustee. The term "Prudential Agreement" shall include said Agreement, as so amended and as the same may be modified or amended from time to time and shall also include any renewal, extension or replacement of said Agreement, as so amended, except as otherwise stated in such renewal, extension or replacement."

SECTION 2.42. *Amendment of Section 1.01 (new definition of "Prudential Mortgage and Security Interests").* Section 1.01 of the Indenture is amended by adding the following definition thereto in alphabetical sequence:

"*Prudential Mortgage and Security Interests.* The term "Prudential Mortgage and Security Interests" shall mean the mortgage and security interests granted by Toscopetro to Prudential pursuant to a Deed of Trust and Security Agreement dated as of March 17, 1970 from Toscopetro to Title Insurance and Trust Company, as trustee, as in effect on the Closing Date. The Prudential Mortgage and Security Interests constitute security for the repayment of any and all Indebtedness of the Company which may be outstanding from time to time under and pursuant to the Prudential Agreement and permitted by Section 6.14A(8) hereof (or which would be permitted by Section 6.14A(8) but for the proviso at the end of said Section 6.14A(8)); however, the Prudential Mortgage and Security Interests shall not be affected by failure of the Company to comply with any of its obligations hereunder. Certified conformed copies of all mortgages and other documents delivered in connection with the Prudential Mortgage and Security Interests, all as amended to, and in effect on, the Closing Date, and Uniform Commercial Code UCC-1 Financing Statements as filed or to be filed in the States of Arkansas and California by Prudential pursuant to the Prudential Agreement have been filed with the Trustee."

SECTION 2.43. *Amendment of Section 1.01 (new definition of "Prudential Notes").* Section 1.01 of the Indenture is amended by adding the following definition thereto in alphabetical sequence:

"*Prudential Notes.* The term "Prudential Notes" shall mean the two 10% Promissory Notes due June 1, 1987 issued by Toscopetro to evidence its Indebtedness under the Prudential Agreement and payable to Prudential in the original aggregate principal amount of $21,000,000, payment of which Notes was or will be assumed by the Company pursuant to the Merger. Certified conformed copies of the Prudential Notes have been filed with the Trustee. The term "Prudential Notes" shall also include any renewal, extension or replacement of said Notes."

SECTION 2.44. *Amendment of Section 1.01 (amendment of the definition of "Refining Properties").* The definition of "Refining Properties" contained in Section 1.01 of the Indenture is amended to read as follows:

"*Refining Properties.* The term "Refining Properties" shall mean the El Dorado Refinery, the Arkansas Pipe Line System, the Bigheart Pipe Line System, the Perry Tank Farm, the Constantine Tank Farm, Champagnolle Landing, the Nashville River Terminal, the Memphis River Terminal, and all pipe lines, stations, warehouses, terminals, tank farms, buildings, structures, improvements, tanks, machinery, equipment, facilities, fixtures, chattels, rights-of-way, easements, appurtenances and other interests and rights in property, whether real, personal or mixed and whether located at or related to the sites listed above or elsewhere, used for the gathering, storage, refining and transportation of crude oil and the manufacture of products made from crude oil, provided that such term shall not include Excluded Property."

SECTION 2.45. *Amendment of Section 1.01 (new definition of "Saint Paul Bakersfield Hydrocracker Financing").* Section 1.01 of the Indenture is amended by adding the following definition thereto in alphabetical sequence:

"*Saint Paul Bakersfield Hydrocracker Financing.* The term "Saint Paul Bakersfield Hydrocracker Financing" shall mean the financing under the Loan Agreement dated January 22, 1971 between Toscopetro and the Saint Paul Bank, the two promissory notes of Toscopetro in the original aggregate principal amount of $4,100,000 issued to the Saint Paul Bank thereunder, the Deed of Trust and Security Agreement dated as of October 28, 1971 executed by Toscopetro in favor of the Saint Paul Bank, and the Pledge Agreement dated as of October 28, 1971 between the Parent Company and the Saint Paul Bank, each as amended to, and in effect on, the Closing Date. Certified conformed copies of each of said documents, all as amended to, and in effect on, the Closing Date, have been delivered to the Trustee. The term "Saint Paul Bakersfield Hydrocracker Financing" shall include the financing under the documents described above, as the same may be modified, amended or extended from time to time."

SECTION 2.46. *Amendment of Section 1.01 (amendment of the definition of "Service Station Properties").* The definition of "Service Station Properties" contained in Section 1.01 of the Indenture is amended to read as follows:

"*Service Station Properties.* The term "Service Station Properties" shall mean the Company's retail service stations for marketing petroleum products, including without limitation the service stations listed on the Schedules hereto, as well as all buildings, structures and other improvements and tanks, pumps, piping, hoists, appliances, signs and other machinery, equipment, fixtures and personalty of the Company located thereon or thereunder or related thereto and all easements, licenses, rights, and privileges appurtenant thereto or used or held or intended for use in connection therewith, provided that such term shall not include Excluded Property."

SECTION 2.47. *Amendment of Section 1.01 (new definition of "Toscopetro").* Section 1.01 of the Indenture is amended by adding the following definition thereto in alphabetical sequence:

"*Toscopetro.* The term "Toscopetro" shall mean Toscopetro Corporation, a subsidiary of the Parent Company organized under the laws of Delaware which was or will be merged into the Company pursuant to the Merger."

SECTION 2.48. *Amendment of Section 1.01 (new definition of "Toscopetro Business").* Section 1.01 of the Indenture is amended by adding the following definition thereto in alphabetical sequence:

"*Toscopetro Business.* The term "Toscopetro Business" shall mean the business related to the assets of Toscopetro acquired by the Company pursuant to the Merger and any assets acquired by the Company in connection with such business."

SECTION 2.49. *Amendment of Section 1.01 (new definition of "Toscopetro Excluded Property").* Section 1.01 of the Indenture is amended by adding the following definition thereto in alphabetical sequence:

"*Toscopetro Excluded Property.* The term "Toscopetro Excluded Property" shall mean (i) the assets of Toscopetro acquired by the Company pursuant to the Merger, (ii) the assets covered on the Closing Date by the Prudential Mortgage and Security Interests, whether or not the Indebtedness or obligations secured thereby shall have been paid, and (iii) other assets acquired by the Company after the consummation of the Merger in connection with the Toscopetro Business."

SECTION 2.50. *Amendment of Section 1.01 (deletion of the definitions of "Boston Bank", "Boston Mortgage and Security Interests", "Boston Revolving Credit Agreement", "Saint Paul Mortgage and Security Interests", "Saint Paul Revolving Credit Agreement" and "Saint Paul Revolving Credit Note".* Section 1.01 of the Indenture is amended by deleting therefrom the definitions of "Boston Bank", "Boston Mortgage and Security Interests", "Boston Revolving Credit Agreement", "Saint Paul Mortgage and Security Interests", "Saint Paul Revolving Credit Agreement" and "Saint Paul Revolving Credit Note".

SECTION 2.51. *Amendment of Section 1.01 (amendment of the definition of "Trust Estate, mortgaged premises, mortgaged property").* The definition of "Trust Estate, mortgaged premises, mortgaged property" contained in Section 1.01 of the Indenture is amended to read as follows:

"*Trust Estate, mortgaged premises, mortgaged property.* The terms "Trust Estate", "mortgaged premises", "mortgaged property" and other similar terms shall each include all property, interests and rights of every kind covered by the Granting Clauses of this Indenture or of any indenture supplemental hereto or otherwise subject to the lien of this Indenture, or intended so to be (including all shares of the Company's capital stock which the Parent Company now or hereafter owns or holds and which it, pursuant to the Guaranty Agreement, has agreed to pledge with and deliver to the Trustee), but excluding Excepted Property, Excluded Property and moneys held by the Trustee or any agent of the Company in trust in any sinking fund or otherwise for the payment, at maturity or on a date fixed for redemption, of specific Bonds, and moneys held by the Trustee or any agent of the Company for the payment of specific interest installments."

SECTION 2.52. *Amendment of Section 6.09(7).* Section 6.09(7) of the Indenture is amended to read as follows:

"(7) copies of all financial data, statements and information required to be submitted to the Chicago Revolving Credit Banks, Phillips and Prudential pursuant to or in connection with the Chicago Revolving Credit Agreement, the Phillips Agreement or the Prudential Agreement, respectively, concurrently with each submission thereof;".

SECTION 2.53. *Amendment of Section 6.11.* The first two paragraphs of Section 6.11 of the Indenture are amended to read as follows:

"The Company will at all times maintain (a) Consolidated Net Working Capital in an amount not less than the greater of (i) $50,000,000 or (ii) the aggregate outstanding principal amount

of all Indebtedness (less $37,500,000 principal amount thereof or such lesser principal amount thereof as may from time to time constitute Term Loans under the Chicago Revolving Credit Agreement, as amended to, and in effect on, the Closing Date) owed by the Company to the Chicago Revolving Credit Banks pursuant to the Chicago Revolving Credit Agreement and (b) Consolidated Net Worth in an amount not less than $45,000,000.

Notwithstanding the provisions of Article 1 hereof, (i) any Indebtedness owed by the Company to the Chicago Revolving Credit Banks pursuant to the Chicago Revolving Credit Agreement shall, prior to the date one year prior to the maturity thereof, for purposes of this Section 6.11, be excluded from the definition of "Current Liabilities" as such term is used in determining "Consolidated Net Working Capital" (and, by means of the reference in Section 6.12 hereof, for purposes of that Section also) and (ii) any obligation owed by the Company under Series A Letters of Credit issued pursuant to the Chicago Revolving Credit Agreement (other than Indebtedness of the Company under said Series A Letters of Credit in respect of drafts presented thereunder) shall, for purposes of this Section 6.11, be excluded from the definition of "Current Liabilities" as such term is used in determining "Consolidated Net Working Capital" (and, by means of the reference in Section 6.12 hereof, for purposes of that Section also)."

SECTION 2.54. *Further Amendment of Section 6.11.* Section 6.11 is further amended by deleting the fourth paragraph thereof.

SECTION 2.55. *Amendment of Section 6.12(1).* Paragraphs A and B of Section 6.12(1) of the Indenture are amended to read as follows:

"A. Consolidated Net Working Capital (computed with the adjustments permitted or required by the second and third paragraphs of Section 6.11 hereof) shall be an amount not less than the greater of (i) $50,000,000 or (ii) the aggregate outstanding principal amount of all Indebtedness (less $37,500,000 principal amount thereof or such lesser principal amount thereof as may from time to time constitute Term Loans under the Chicago Revolving Credit Agreement, as amended to, and in effect on, the Closing Date) owed by the Company to the Chicago Revolving Credit Banks pursuant to the Chicago Revolving Credit Agreement; and

B. The aggregate amount of all Stock Payments declared in the case of dividends and made in the case of other Stock Payments during the period commencing April 1, 1976 to and including the Computation Date (herein called the "Computation Period") shall not exceed an amount equal to the sum of (i) 60% of Consolidated Net Earnings, if any, for the Computation Period plus (ii) the net cash proceeds received during the Computation Period by the Company from the sale of its debt securities convertible into common stock of the Company (which are in fact converted during the Computation Period) or upon the sale of its common stock, whether pursuant to warrants or options or otherwise, plus (iii) the net cash proceeds received during the Computation Period by the Company as contributions to its capital or surplus (other than such cash proceeds received by the Company pursuant to or in connection with the Merger or the Phillips Purchase and Sale Agreement or any transaction contemplated thereby)."

SECTION 2.56. *Amendment of Section 6.12.* Section 6.12 of the Indenture is amended by inserting the following after Subdivision (6) thereof:

"(7) Without regard to the restrictions set forth in Subdivisions (1) and (3) above, the Company may declare and pay dividends payable solely in cash during each period set forth below (not in excess of (i) Consolidated Net Earnings for the Computation Period plus 50% of the "Adjustment" (as defined in the Consent of Bondholder dated January 10, 1975 executed by The Equitable Life Assurance Society of the United States, as holder of all Bonds then outstanding) as of the last day of the calendar month immediately preceding the Computation Date less (ii) dividends paid solely in cash during the Computation Period) up to an amount equal

to the amount listed below opposite each such period, *provided*, that this Subdivision shall be of no force or effect with respect to any period set forth below during which the Company could have paid dividends in excess of the amount permitted by this Subdivision to be paid during such period without violation of Subdivision (1) above:

Period	Amount
1976 (subsequent to March 31)	$ 8,000,000
1977	12,000,000
1978	9,600,000
1979	9,840,000
1980	9,960,000

and, *provided further*, that the amount of such dividends shall be included in Stock Payments for all purposes of this Section 6.12."

SECTION 2.57. *Amendment of Section 6.13.* The first paragraph of Section 6.13 of the Indenture is amended to read as follows:

"The Company will not, and will not permit any Subsidiary to, make any Investment if either at the time of the making of such Investment or immediately after giving effect thereto (a) there shall or would exist any default or (b) the Aggregate Unrecovered Amount of Investments by the Company and all Subsidiaries would exceed $1,000,000."

SECTION 2.58. *Amendment of Section 6.14A(3).* Section 6.14A(3) of the Indenture is amended to read as follows:

"(3) Indebtedness of the Company under the Chicago Revolving Credit Agreement consisting of (i) all Indebtedness, not in excess of $106,000,000 principal amount, at any one time outstanding, now or hereafter owing under or in connection with the Chicago Revolving Credit Agreement or under or in connection with the Chicago Revolving Credit Notes and any renewals, extensions or replacements thereof, (ii) interest and fees at the rates and in the amounts specified in the Chicago Revolving Credit Agreement, as amended to, and in effect on, the Closing Date, (iii) the Company's obligations under the documents under which the Chicago Mortgage and Security Interests exist, including the Louisiana lien documents included in said documents and (iv) the Company's other obligations under the provisions of the Chicago Revolving Credit Agreement, as amended to, and in effect on, the Closing Date; *provided* that the provisions of the last paragraph of this Section 6.14 shall be complied with; it being understood that said Indebtedness and other obligations and the rights of the holders thereof or obligees thereunder shall not be affected by failure of the Company to comply with the provisions of said paragraph, regardless of any notice such holders or obligees may have or be charged with as to such failure,".

SECTION 2.59. *Amendment of Section 6.14A.* Section 6.14A of the Indenture is amended by deleting the word "and" at the end of Paragraph 6 thereof, by deleting the semicolon at the end of Paragraph 7 thereof and by substituting a comma for such semicolon and by inserting the following paragraphs after Paragraph 7 thereof:

"(8) Indebtedness of the Company under the Prudential Agreement in an amount not in excess of the principal amount outstanding on the Closing Date, together with interest thereon at the rates specified in the Prudential Agreement and the Prudential Notes, as amended to, and in effect on, the Closing Date, and the Company's other obligations under the provisions of the Prudential Agreement, as amended to, and in effect on, the Closing Date, and under the documents under which the Prudential Mortgage and Security Interests exist, *provided* that such Indebtedness shall be paid in accordance with the terms thereof as in effect on the Closing Date;

it being understood that said Indebtedness and other obligations and the rights of the holders thereof or obligees thereunder shall not be affected by failure of the Company to pay such Indebtedness in accordance with the terms thereof as in effect on the Closing Date,

(9) Indebtedness of the Company in respect of each Customer and Supplier Loan, not in excess of the principal amount thereof set forth in Schedule X hereto, made on or prior to the Closing Date, together with interest thereon at the rate specified in the appropriate agreement set forth on said Schedule X, as amended to, and in effect on, the Closing Date, and the Company's other obligations under the provisions of the agreements set forth on said Schedule X, as amended to, and in effect on, the Closing Date, *provided* that each such loan shall be paid in accordance with the terms thereof as in effect on the Closing Date; it being understood that said Indebtedness and other obligations and the rights of the holders thereof or obligees thereunder shall not be affected by failure of the Company to pay each such loan in accordance with the terms thereof as in effect on the Closing Date,

(10) Indebtedness of the Company under the Phillips Purchase and Sale Agreement and the Phillips Agreement consisting of (i) all Indebtedness, not in excess of $48,000,000 principal amount, now or hereafter owing to Phillips under the Phillips Agreement, said principal amount to be subject to adjustment pursuant to the Accounting Adjustments and Audit Procedures Agreement between the Parent Company and Phillips (Exhibit 16 to the Phillips Purchase and Sale Agreement), (ii) interest on the foregoing Indebtedness at the rates specified in the Phillips Mortgage Note, the Phillips Promissory Note and the Phillips Standby Note, as amended to, and in effect on, the Closing Date, as may be appropriate, (iii) the Company's other obligations to Phillips under the provisions of the Phillips Purchase and Sale Agreement and the Phillips Agreement, as amended to, and in effect on, the Closing Date, and (iv) Indebtedness of the Company under the Crude Oil Supply Contract (Exhibit 6 to the Phillips Purchase and Sale Agreement) and the Crude Oil Supply Contract — Getty (Exhibit 20 to the Phillips Purchase and Sale Agreement), as amended to, and in effect on, the Closing Date, *provided* that such Indebtedness shall be paid in accordance with the terms thereof as in effect on the Closing Date; it being understood that said Indebtedness and other obligations and the rights of the holders thereof or obligees thereunder shall not be affected by failure of the Company to pay such Indebtedness in accordance with the terms thereof as in effect on the Closing Date,

(11) Indebtedness of the Company under the documents executed in connection with the Saint Paul Bakersfield Hydrocracker Financing consisting of (i) all Indebtedness not in excess of $2,000,000 principal amount now or hereafter owing to the Saint Paul Bank thereunder, (ii) interest at the rates specified in said documents, as amended to, and in effect on, the Closing Date, and (iii) the Company's other obligations to the Saint Paul Bank under said documents, as amended to, and in effect on, the Closing Date, *provided* that such Indebtedness shall be paid in accordance with the terms thereof as in effect on the Closing Date; it being understood that said Indebtedness and other obligations and the rights of the holders thereof or obligees thereunder shall not be affected by failure of the Company to pay such Indebtedness in accordance with the terms thereof as in effect on the Closing Date,

(12) (a) Indebtedness of the Company, not in excess of $2,000,000, consisting of Financing Lease Obligations in effect on the Closing Date, *provided* that such Indebtedness shall be paid in accordance with the terms thereof as in effect on the Closing Date; it being understood that said Indebtedness and the rights of the holders thereof or obligees thereunder shall not be affected by failure of the Company to pay such Indebtedness in accordance with the terms thereof as in effect on the Closing Date, and (b) Indebtedness of the Company on account of Financing Lease Obligations under leases which were not required, in accordance with sound accounting practice, to be capitalized on the balance sheet of the Company at the time of their execution,

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(13) Indebtedness of the Company, not in excess of $30,000,000, arising in connection with the financing of Pollution Control Facilities of the Company,

(14) Indebtedness of the Company under the Loan Agreement dated as of March 15, 1976 among the Company, the Parent Company and The First National Bank of Chicago, which Indebtedness is guaranteed by GATX Corporation and the Parent Company, and any renewals, extensions or replacements thereof, consisting of (i) all Indebtedness, not in excess of $5,000,000 principal amount, at any time outstanding under such Loan Agreement, (ii) interest at the rate specified in such Loan Agreement, as amended to, and in effect on, the Closing Date, and (iii) the Company's other obligations to The First National Bank of Chicago under the provisions of said Loan Agreement, as amended to, and in effect on, the Closing Date, *provided* that such Indebtedness shall be paid in accordance with the terms thereof as in effect on the Closing Date; it being understood that said Indebtedness and other obligations and the rights of the holders thereof or obligees thereunder shall not be affected by failure of the Company to pay such Indebtedness in accordance with the terms thereof as in effect on the Closing Date. Certified conformed copies of said Loan Agreement and all related documents, as amended to, and in effect on, the Closing Date, have been delivered to the Trustee,

(15) Indebtedness of the Company under the Loan Agreement dated as of March 15, 1976 among the Company, the Parent Company and The First National Bank of Chicago, which Indebtedness is guaranteed by Gulf Oil Corporation and the Parent Company, and any renewals, extensions or replacements thereof, consisting of (i) all Indebtedness, not in excess of $10,000,000 principal amount, at any time outstanding under such Loan Agreement, (ii) interest at the rate specified in such Loan Agreement, as amended to, and in effect on, the Closing Date, and (iii) the Company's other obligations to The First National Bank of Chicago under the provisions of said Loan Agreement, as amended to, and in effect on, the Closing Date, *provided* that such Indebtedness shall be paid in accordance with the terms thereof as in effect on the Closing Date; it being understood that said Indebtedness and other obligations and the rights of the holders thereof or obligees thereunder shall not be affected by failure of the Company to pay such Indebtedness in accordance with the terms thereof as in effect on the Closing Date. Certified conformed copies of said Loan Agreement and all related documents, as amended to, and in effect on, the Closing Date, have been delivered to the Trustee,

(16) Indebtedness of the Company pursuant to the Propane Terminal Agreement dated as of February 26, 1976 between the Company and Vangas, Inc., and any renewals, extensions or replacements thereof, consisting of (i) all Indebtedness, not in excess of $5,000,000 principal amount, at any time outstanding under such Agreement, (ii) interest at the rate specified in such Agreement, as amended to, and in effect on, the Closing Date, and (iii) the Company's other obligations to Vangas, Inc. under the provisions of said Agreement, as amended to, and in effect on, the Closing Date, *provided* that such Indebtedness shall be paid in accordance with the terms thereof as in effect on the Closing Date; it being understood that said Indebtedness and other obligations and the rights of the holders thereof or obligees thereunder shall not be affected by failure of the Company to pay such Indebtedness in accordance with the terms thereof as in effect on the Closing Date. Certified conformed copies of said Agreement and all related documents, as amended to, and in effect on, the Closing Date, have been delivered to the Trustee,

(17) Indebtedness of the Company pursuant to the Acquisition Agreement dated as of February 19, 1976 among the Company, the Parent Company and The Southland Corporation, and any renewals, extensions or replacements thereof consisting of (i) all Indebtedness, not in excess of $1,000,000 principal amount, at any time outstanding under such Agreement, (ii) interest at the rate specified in such Agreement, as amended to, and in effect on, the Closing Date, and (iii) the Company's other obligations to The Southland Corporation under the provisions of

said Agreement, as amended to, and in effect on, the Closing Date, *provided* that such Indebtedness shall be paid in accordance with the terms thereof as in effect on the Closing Date; it being understood that said Indebtedness and other obligations and the rights of the holders thereof or obligees thereunder shall not be affected by failure of the Company to pay such Indebtedness in accordance with the terms thereof as in effect on the Closing Date. Certified conformed copies of said Agreement and all related documents, as amended to, and in effect on, the Closing Date have been delivered to the Trustee,

(18) Indebtedness of the Company not referred to above on account of guarantees or other contingent liabilities not in excess in the aggregate of $1,000,000,

(19) Indebtedness of the Company not in excess of $2,500,000 and not referred to above on account of borrowings from customers of, or suppliers to, the Company, and

(20) Indebtedness of the Company not referred to above in existence on the Closing Date not in excess in the aggregate of $500,000;".

SECTION 2.60. *Amendment of Section 6.14.* The last paragraph of Section 6.14 of the Indenture is amended to read as follows:

"The Company covenants that (a) it will comply with the terms of §3.4(b) of the Chicago Revolving Credit Agreement, as amended to, and in effect on, the Closing Date, and (b) during each period of 12 months following each day during each period set forth below there shall be a period of not less than 45 consecutive days during which no Indebtedness on account of principal of loans or under outstanding Series B Letters of Credit (or drafts accepted thereunder) shall be outstanding under the Chicago Revolving Credit Agreement in an amount for each day of such 45-day period exceeding the percentage set forth below opposite each period set forth below of the Company's Borrowing Base, calculated in accordance with the provisions of Borrowing Base Certificates (as said terms are defined in §§ 11.8 and 11.9 of the Chicago Revolving Credit Agreement, as amended to, and in effect on, the Closing Date):

Each Day During the Period:	Percentage
April 1, 1977 — March 31, 1978	64%
April 1, 1978 — March 31, 1979	60
April 1, 1979 — March 31, 1980	55
April 1, 1980 — March 31, 1981	50
April 1, 1981 — March 31, 1982	45
April 1, 1982 — March 31, 1983	40
April 1, 1983 and thereafter	30"

SECTION 2.61. *Amendment of Section 6.16G.* Section 6.16G of the Indenture is amended to read as follows:

"the Chicago Mortgage and Security Interests, the Phillips Mortgage and Security Interests and the Prudential Mortgage and Security Interests;".

SECTION 2.62. *Amendment of Section 6.16.* Section 6.16 of the Indenture is amended by deleting the word "and" at the end of Subsection H thereof, by deleting the period at the end of Subsection I thereof and by substituting a semicolon for such period and by inserting the following Subsections after Subsection I thereof:

"J. Liens (in addition to the Chicago Mortgage and Security Interests, the Phillips Mortgage and Security Interests and the Prudential Mortgage and Security Interests) on Excluded Property; and

K. Liens on Pollution Control Facilities securing Indebtedness permitted by Section 6.14A(13) hereof."

SECTION 2.63. *Amendment of Section 6.17.* Section 6.17 of the Indenture is amended by inserting the following before the period at the end thereof:

"*provided*, that the foregoing shall not apply (i) to sales and related rentals or leases of Pollution Control Facilities or (ii) to sales and related leases of assets pursuant to an Acquisition Agreement dated as of February 19, 1976 among the Company, the Parent Company and The Southland Corporation, as amended to, and in effect on, the Closing Date."

SECTION 2.64. *Amendment of Section 6.18.* Section 6.18 of the Indenture is amended to read as follows:

"SECTION 6.18. *Limitation on Lease Rentals.* The Company will not, and will not permit any Subsidiary to, become obligated to make rental payments under any lease (other than under a lease having an original term of less than three years, including renewal options, or under a Financing Lease in effect on the Closing Date permitted by Section 6.14A(12)) if, at the time of incurring such rental obligation and after giving effect thereto, the aggregate amount, determined on a consolidated basis, of rental obligations (net of rental receipts under subleases) of the Company and its Subsidiaries for any current or future fiscal year of the Company under leases of real and personal property (other than under Financing Leases in effect on the Closing Date permitted by Section 6.14A(12) having an original term (including renewal options) of three years or more would be in excess of $3,000,000 (such amount to be exclusive of rental obligations under (i) the Bigheart Pipe Line Lease, (ii) leases with respect to office space, data processing equipment and automobiles, (iii) the Monoil and Boretoc Leases, (iv) the six Warehousing Agreements between the Company and GATX Tank Storage Terminals Corporation to be entered into pursuant to a Purchase Agreement dated as of February 18, 1976 among the Company, the Parent Company, GATX Tank Storage Terminals Corporation and GATX Corporation, (v) leases (other than the Warehousing Agreements referred to in the preceding clause (iv) and any sub-lease with Gulf Oil Corporation referred to in clause (ix) below) with respect to tank cars, storage tanks or warehouses and vessel charters, *provided*, that the payments required to be made under such leases and charters during any fiscal year of the Company shall not exceed $20,000,000, (vi) leases acquired by the Company pursuant to the Phillips Purchase and Sale Agreement, (vii) leases in connection with the sale to The Southland Corporation of retail gasoline service stations pursuant to the Acquisition Agreement referred to in Section 6.14A(17) hereof, (viii) leases of Pollution Control Facilities, (ix) any sub-lease which may be entered into with Gulf Oil Corporation, as sub-lessor, covering the Diablo Terminal acquired by the Company pursuant to the Phillips Purchase and Sale Agreement, (x) other leases existing at December 31, 1975 and reflected in the Parent Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1975, as filed with the Securities and Exchange Commission and (xi) renewals, extensions or replacements of the foregoing."

SECTION 2.65. *Amendment of Section 6.22.* Section 6.22 of the Indenture is amended to read as follows:

"SECTION 6.22. *Transactions with the Parent Company, Affiliates, etc.* The Company will not, and will not permit any Subsidiary to, enter into or participate in any transaction with the Parent Company or with any subsidiary company or Affiliate of the Parent Company (other than the Company and the Subsidiaries) except in the ordinary course of business and on an arm's-

length basis involving terms no less favorable to the Company or such Subsidiary entering into such transaction than the terms of comparable transactions entered into substantially contemporaneously therewith by the Company or such Subsidiary with persons not so affiliated, and the Company will not, and will not permit any Subsidiary to, pay or agree to pay for goods, property or services sold, delivered or rendered to or for the Company and its Subsidiaries by the Parent Company and its subsidiary companies and Affiliates (other than the Company and its Subsidiaries) any amount in excess of the fair market value of said goods, property or services or, in any one fiscal year, amounts aggregating in excess of the greater of (i) $3,500,000 or (ii) .33% of the consolidated gross revenues and other proper income credits of the Company and its Subsidiaries for the immediately preceding fiscal year determined in accordance with subsection A of the definition of "Consolidated Net Earnings", *provided* that nothing in this Section 6.22 shall prevent the Company and its Subsidiaries from becoming parties to, and performing their obligations in accordance with, the Agreement for Allocation of Federal Income Tax Liability dated as of January 1, 1971 among the Parent Company and its named subsidiary companies (a certified copy of which has been furnished to the Trustee) and under the Product Sales Clarification Agreement (and the Product Sales Agreement referred to therein), and *provided further*, that there shall be excluded from the limitation on payments during any fiscal year by the Company and its subsidiaries to the Parent Company and its subsidiary companies and Affiliates all amounts paid by the Company to Western Hemisphere Corporation for transportation of petroleum products."

SECTION 2.66. *Amendment of Section 6.23.* The first sentence of the first paragraph of Section 6.23 of the Indenture is amended to read as follows:

"The Company will not, and will not permit any Subsidiary to, engage in any business other than the Company's Business, the Phillips Business and the Toscopetro Business as such Businesses are conducted on the Closing Date."

SECTION 2.67. *Amendment of Section 6.25.* Section 6.25 of the Indenture is amended to read as follows:

"SECTION 6.25. *Creation of Subsidiaries; Pledge of Securities of Subsidiaries.* Notwithstanding any other provision of this Indenture which, expressly or by implication, permits the Company to create, form or acquire any Subsidiary, to transfer any properties or assets to any Subsidiary or to sell, transfer or dispose of any Subsidiary or to permit any Subsidiary to sell, transfer or dispose of any of its properties or assets or which, expressly or by implication, permits the Company to take any other action with respect to or otherwise relates to a Subsidiary, the Company hereby expressly covenants and agrees, entirely in derogation of all other provisions of this Indenture, that it will not create, form or acquire any Subsidiary or transfer any of its properties or assets to any corporation purporting to be a Subsidiary unless the holders of all the Bonds at the time outstanding, in the exercise of their sole discretion and acting solely in their own best interests as they perceive them, shall have consented thereto prior to the Company taking any such action, *provided*, that the Company may acquire all of the stock of Western Hemisphere Corporation, a Delaware corporation, and Diablo Service Corporation, a California corporation, pursuant to the Phillips Purchase and Sale Agreement, and *further provided*, that neither of said corporations shall be deemed to be a Subsidiary for any purpose of this Indenture. If such holders shall consent thereto and the Company shall create, form or acquire any Subsidiary, then the Company will promptly pledge with and deliver to the Trustee all shares of capital stock and all Indebtedness hereafter acquired of all Subsidiaries."

SECTION 2.68. *Amendment of Section 6.28.* Section 6.28 of the Indenture is amended to read as follows:

"SECTION 6.28. ***Limitation on the Company's Dispositions of Property Not in the Ordinary Course.*** The Company will not sell, transfer or otherwise dispose of any properties or assets subject, or recited or covenanted so to be subject, to the lien of this Indenture unless one or more of the provisions of Article 8 or the Granting Clauses hereof so permit and then only upon satisfaction of the terms, provisions and conditions set forth in the applicable Section or provision thereof. The Company may freely sell or otherwise dispose of any and all of the bulk plants, service stations and vacant properties listed by unit number or address in Schedule 1 to the Bond Purchase Agreement and any and all of the bulk plants and service stations which constitute Excluded Property (all of which are excluded from the lien of this Indenture pursuant to Granting Clause II hereof), and freely use the proceeds therefrom, except that the proceeds from the sale or other disposition of such of the Marketing Properties as are referred to in Section 6.21(3) hereof shall be applied as provided in Section 6.21(3). The Company will not sell, transfer or otherwise dispose of any other properties or assets, other than in the ordinary course of business, unless

A. the Board shall have determined that the retention of such properties or assets is no longer in the best interests of the Company;

B. such properties or assets are sold, transferred or otherwise disposed of for cash, and

C. after giving effect to such sale, transfer or other disposition, the book value of the properties or assets of the Company (or the cash receivable, if greater) so sold, transferred or otherwise disposed of, when added to the sum of

(i) the book value (or the cash receivable, if greater) of all other properties and assets of the Company sold, transferred or otherwise disposed of pursuant to this Section 6.28 and other than in the ordinary course of business during the same fiscal year prior to or concurrently with such sale, transfer or other disposition, *plus*

(ii) the book value of the properties and assets (or the cash receivable, if greater) of each Sold Subsidiary all the stock and Indebtedness of which shall have been sold, transferred or otherwise disposed of during the same fiscal year prior thereto or concurrently with such sale, transfer or other disposition of properties or assets of the Company, as computed pursuant to Section 6.19E.(i) hereof, *plus*

(iii) the book value of the properties and assets of any Subsidiary (or the cash receivable, if greater) whose properties and assets shall have been sold, transferred or otherwise disposed of during the same fiscal year prior to or concurrently with such sale, transfer or other disposition of properties and assets by the Company, as computed pursuant to Section 6.20B(4) hereof,

shall not exceed in the aggregate 5% of Consolidated Net Tangible Assets, computed as of the end of the preceding fiscal year."

SECTION 2.69. *Amendment of Section 10.01(5).* Section 10.01(5) of the Indenture is amended to read as follows:

"(5) if any of the following persons shall default as follows: (a) the Company in the performance or observance of any other of the covenants, agreements or conditions on its part in this Indenture or in the Bonds contained, (b) the Company in the performance or observance of any of its covenants, agreements or conditions contained in the Chicago Revolving Credit Agreement, the Chicago Revolving Credit Notes, the Chicago Mortgage and Security Interests, the Phillips Agreement, the Phillips Mortgage Note, the Phillips Mortgage and Security Interests,

the Phillips Promissory Note, the Phillips Standby Note, the Prudential Agreement, the Prudential Mortgage and Security Interests or the Prudential Notes and the continuance thereof unremedied, uncured or unwaived by the obligee or obligees thereunder beyond the period of grace, if any, contained therein or applicable thereto, or (c) the Parent Company in the performance or the observance of any of the covenants, agreements or conditions on its part contained in the Guaranty Agreement, and such default shall continue for a period of thirty days after written notice thereof to the Company by the Trustee or to the Company and to the Trustee by the holders of not less than twenty per cent (20%) in aggregate principal amount of the Bonds at the time outstanding;".

ARTICLE 3

Representations and Warranties

Section 3.01. *Representations and Warranties.* The Company represents and warrants as follows:

A. This Second Supplemental Indenture (and the transactions hereby contemplated) have been duly authorized by all necessary corporate action on the part of the Company, and the Indenture, as amended and supplemented by this Second Supplemental Indenture, constitutes the valid and legally binding obligation of the Company, enforceable in accordance with its terms.

B. There does not exist on the date of delivery hereof, and there will not exist immediately after the date of effectiveness hereof and giving effect to the transactions permitted by the Indenture, as amended and supplemented by this Second Supplemental Indenture, any default.

C. The Company has the power and authority to enter into and carry out (i) the transactions contemplated by the Chicago Revolving Credit Agreement and to mortgage and pledge certain of its properties as provided therein, (ii) the transactions contemplated by the Phillips Purchase and Sale Agreement and to mortgage and pledge certain of its properties as provided therein and (iii) the Merger and to assume the assets and liabilities of Toscopetro pursuant thereto. The property covered by the Chicago Mortgage and Security Interests, the Phillips Mortgage and Security Interests and the Prudential Mortgage and Security Interests will not include any of the property, interests or rights subject to the lien of the Indenture, as amended by this Second Supplemental Indenture, or intended so to be, except as provided in Granting Clause XII of the Indenture.

D. The consummation of the transactions contemplated by the Chicago Revolving Credit Agreement and the Phillips Purchase and Sale Agreement and of the Merger will not result in any breach of, or constitute a default under, or (except for the Chicago Mortgage and Security Interests, the Phillips Mortgage and Security Interests, the Prudential Mortgage and Security Interests, other Liens on Excluded Property and the lien on 923 shares of the common stock of the Company under the Pledge Agreement dated as of March 17, 1970 between the Parent Company and Prudential and the Pledge Agreement dated as of October 28, 1971 between the Parent Company and the Saint Paul Bank, as said Pledge Agreements are amended to, and in effect on, the Closing Date) result in the creation of any lien upon or in any property of the Company or the Parent Company under, any indenture, mortgage, deed of trust, bank loan or credit agreement, corporate charter, by-law, or other agreement or instrument to which either is a party or by which either or its properties may be bound or affected.

E. Upon the delivery thereof (and, in the case of the Prudential Agreement, each document comprising the Prudential Mortgage and Security Interests and each of the Prudential Notes, upon consummation of the Merger), the Chicago Revolving Credit Agreement, each of the Chicago Revolving Credit Notes, each document comprising the Chicago Mortgage and Security

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Interests, the Phillips Agreement, the Phillips Mortgage Note, the Phillips Promissory Note, the Phillips Purchase and Sale Agreement, the Phillips Standby Note, each document comprising the Phillips Mortgage and Security Interests, the Prudential Agreement, each of the Prudential Notes and each document comprising the Prudential Mortgage and Security Interests each constituted or will each constitute a legal, valid and binding agreement of each of the parties thereto, enforceable in accordance with its terms.

F. Except as may be necessary to effectuate the Chicago Mortgage and Security Interests, the Phillips Mortgage and Security Interests, the Prudential Mortgage and Security Interests and other Liens on Excluded Property, no consent, approval, authorization or order of, or any registration, qualification, designation, declaration or filing with, any governmental authority is required in connection with the execution of this Second Supplemental Indenture or the consummation of the transactions permitted by the Indenture, as amended and supplemented by this Second Supplemental Indenture, other than those which have been or will have been obtained before the Closing Date including, without limitation, (i) exception orders granted to the Company by the Federal Energy Administration dated June 10, 1975 and August 29, 1975 in conjunction with the operation of the refinery at Avon, California to be acquired by the Company pursuant to the Phillips Purchase and Sale Agreement, and (ii) orders of the United States District Court for the Central District of California dated September 3, 1975 and February 17, 1976 relating to the sale by Phillips to the Company of certain assets pursuant to the Phillips Purchase and Sale Agreement.

G. This Second Supplemental Indenture does not (except as herein provided) affect the lien or operation of the Indenture or any financing statements filed in connection therewith in any of the jurisdictions in which the Indenture or any of such financing statements has been recorded or filed. The lien of the Indenture on the Trust Estate will not be impaired by the delivery of this Second Supplemental Indenture except as herein provided. No action is necessary, in connection with the delivery of this Second Supplemental Indenture and the transactions permitted by the Indenture, as amended and supplemented by this Second Supplemental Indenture, to maintain the lien of the Indenture. Each of the Louisiana lien documents comprising part of the Chicago Mortgage and Security Interests is being given only as security for Indebtedness permitted by Section 6.14A(3) of the Indenture (or which would be permitted by said Section 6.14A(3) but for the proviso at the end thereof), as amended and supplemented by this Second Supplemental Indenture, and does not entitle the Chicago Revolving Credit Banks to receive and retain any amount in excess of the Indebtedness secured thereby, and the demand Louisiana Collateral Note included in said Louisiana lien documents by its terms effectively limits recourse to the security therefor.

H. Concurrently with the initial borrowing under the Chicago Revolving Credit Agreement (i) the Company will repay all Indebtedness, whether for principal, interest or otherwise, then outstanding under the Boston Revolving Credit Agreement and the Saint Paul Revolving Credit Agreement, and (ii) the obligations of the Boston Bank under the Boston Revolving Credit Agreement and of the Saint Paul Bank under the Saint Paul Revolving Credit Agreement to make further loans to the Company thereunder will be terminated, as will the Boston Mortgage and Security Interests and the Saint Paul Mortgage and Security Interests.

I. None of the transactions contemplated or permitted by this Second Supplemental Indenture will be "for the purpose of purchasing or carrying" any "margin security" under Regulation G of the Board of Governors of the Federal Reserve System, 12 C.F.R. 207, as amended. The assets of the Company and its Subsidiaries do not include any "margin security" (including but not limited to any such margin security issued by the Company or the Parent Company) as defined in said Regulation G, and neither the Company nor any of its Subsidiaries has any present intention of acquiring any such margin security. None of the transactions contemplated or permitted by this Second Supplemental Indenture will involve any holder of

the Bonds in a violation of said Regulation G or the Company in a violation of Regulation X of the Board of Governors of the Federal Reserve System, 12 C.F.R. 224, as amended. None of the transactions contemplated or permitted by this Second Supplemental Indenture involves any arrangement by a broker or dealer of the extension or maintenance of credit for the purpose of purchasing or carrying or trading in any security in contravention of Regulation T of the Board of Governors of the Federal Reserve System, 12 C.F.R. 220, as amended.

ARTICLE 4

Miscellaneous

Section 4.01. *Confirmation.* Except insofar as herein otherwise expressly provided, all the provisions, terms and conditions of the Indenture of Mortgage and Deed of Trust referred to in the first "Whereas" clause of this Second Supplemental Indenture, as said Indenture of Mortgage and Deed of Trust has been amended and supplemented by the First Supplemental Indenture, and affected by the consents, waivers and other acts of the Bondholder, referred to in such clause, shall be deemed to be incorporated in and made a part of this Second Supplemental Indenture; and said Indenture of Mortgage and Deed of Trust, as so amended, supplemented and affected and as amended and supplemented by this Second Supplemental Indenture, is in all respects ratified and confirmed; and said Indenture of Mortgage and Deed of Trust, as so amended, supplemented and affected and as hereby amended and supplemented, and this Second Supplemental Indenture shall be read, taken and construed as one and the same instrument. Without limiting the generality of the foregoing, said consents, waivers and other acts of the Bondholder shall not be impaired by the execution and delivery of this Second Supplemental Indenture.

Section 4.02. *Responsibility for Recitals.* The recitals of fact contained herein (other than the recital with respect to the power and authority of the Trustees to execute this Second Supplemental Indenture) shall be taken as statements of the Company, and the Trustees or either of them assume no responsibility for the correctness of the same.

Section 4.03. *Date of Execution.* Although this Second Supplemental Indenture, for convenience and for the purpose of reference is dated as of March 15, 1976, the actual date of execution by the Company and the Trustees is as shown by their respective acknowledgments hereto annexed.

Section 4.04. *Severability.* In case any one or more of the provisions contained in this Second Supplemental Indenture shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Second Supplemental Indenture, but this Second Supplemental Indenture shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

Section 4.05. *Execution in Counterparts.* This Second Supplemental Indenture is being executed in several counterparts, each of which is an original and all of which are identical and constitute but one instrument.

Section 4.06. *Headings Not to Affect Interpretation.* The headings in this Second Supplemental Indenture are for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

Section 4.07. *Governing Law.* This Second Supplemental Indenture shall be governed by, and construed and enforced in accordance with, the laws of the State of New York but the reference to such laws shall not be construed to apply, by conflicts-of-law rules, the laws of any jurisdiction other than the State of New York.

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SECTION 4.08. *Effective Date.* This Second Supplemental Indenture shall become effective upon the consummation of the initial borrowing by the Company under the Chicago Revolving Credit Agreement, the acquisition contemplated by the Phillips Purchase and Sale Agreement and the Merger.

IN WITNESS WHEREOF, LION OIL COMPANY has caused this Second Supplemental Indenture to be signed in its corporate name by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries, and The Bank of New York has caused this Second Supplemental Indenture to be signed in its corporate name by one of its Assistant Vice Presidents and its corporate seal to be hereunto affixed and attested by one of its Assistant Secretaries and Sheldon Harrison has hereunto set his hand and seal, all as of the day and year first above written.

[CORPORATE SEAL]

LION OIL COMPANY

Attest:

By .....
Vice President

.....
Assistant Secretary

[CORPORATE SEAL]

THE BANK OF NEW YORK, Trustee

By .....
Assistant Vice President

Attest:

.....
Assistant Secretary

.....(L.S.)
Individual Trustee

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

ALABAMA — COMPANY

I, NETTIE ROTHSTEIN, a Notary Public in and for said county in said state, hereby certify that JOSEPH A. MARKS and ERWIN MILLIMET whose names as a vice president and an assistant secretary, respectively, of LION OIL COMPANY, a corporation, are signed to the foregoing Second Supplemental Indenture, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Second Supplemental Indenture, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

ARKANSAS — COMPANY

On this 26th day of March, 1976, before me, NETTIE ROTHSTEIN, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named JOSEPH A. MARKS and ERWIN MILLIMET to me personally well known, who stated that they were a vice president and an assistant secretary, respectively, of LION OIL COMPANY, a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

INDIANA — COMPANY

Before me, NETTIE ROTHSTEIN, a Notary Public, this 26th day of March, 1976, personally appeared LION OIL COMPANY, by JOSEPH A. MARKS and ERWIN MILLIMET, one of its vice presidents and assistant secretaries, respectively, and acknowledged the execution of the foregoing instrument.

LOUISIANA — COMPANY

On this 26th day of March, 1976, before me appeared JOSEPH A. MARKS and ERWIN MILLIMET, each to me personally known, who, each being by me duly sworn, did say that they are a vice president and an assistant secretary, respectively, of LION OIL COMPANY, a corporation duly existing under the laws of the State of Delaware, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of the corporation by authority of its Board of Directors, and that JOSEPH A. MARKS and ERWIN MILLIMET acknowledged the instrument to be the free act and deed of the corporation.

Given under my hand and seal this 26th day of March, 1976.

MISSISSIPPI — COMPANY

On the 26th day of March, in the year 1976, before me personally came JOSEPH A. MARKS and ERWIN MILLIMET to me known, who, being by me duly sworn, did depose and say that they reside at 400 East 56th Street, New York, New York, and 35 Floral Drive, Hastings-on-Hudson, New York, respectively; that they are a vice president and an assistant secretary, respectively, of LION OIL COMPANY, one of the corporations described in and which executed the above instrument; that they know the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that they signed their names thereto by like order.

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NEW YORK — COMPANY

On the 26th day of March in the year 1976, before me personally came JOSEPH A. MARKS and ERWIN MILLIMET, to me known, who, being by me duly sworn, did depose and say that they reside at 400 East 56th Street, New York, New York, and 35 Floral Drive, Hastings-on-Hudson, New York, respectively, that they are a vice president and an assistant secretary, respectively, of LION OIL COMPANY, one of the corporations described in and which executed the above instrument; that they know the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that they signed their names thereto by like order.

TENNESSEE — COMPANY

Before me, Notary Public of the state and county aforesaid, personally appeared JOSEPH A. MARKS and ERWIN MILLIMET, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be a vice president and an assistant secretary, respectively, of LION OIL COMPANY, the within named mortgagor, a corporation, and that they as such vice president and assistant secretary, respectively, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name and affixing the seal of the corporation by themselves as such vice president and assistant secretary, respectively.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal, in the City of New York, County of New York, State of New York this 26th day of March, 1976.

[NOTARIAL SEAL]

Nettie Rothstein

Notary Public

NETTIE ROTHSTEIN
Notary Public, State of New York
No. 24-3779250
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1977

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

ALABAMA — TRUSTEE

I, NETTIE ROTHSTEIN, a Notary Public in and for said county in said state, hereby certify that K. G. PITTIUS and A. W. ASLANIAN whose names as an assistant vice president and an assistant secretary, respectively, of THE BANK OF NEW YORK, a corporation, are signed to the foregoing Second Supplemental Indenture, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Second Supplemental Indenture, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

ARKANSAS — TRUSTEE

On this 26th day of March, 1976, before me, NETTIE ROTHSTEIN, a Notary Public duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named K. G. PITTIUS and A. W. ASLANIAN, to me personally well known, who stated that they were an assistant vice president and an assistant secretary, respectively, of THE BANK OF NEW YORK, a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

INDIANA — TRUSTEE

Before me, NETTIE ROTHSTEIN, a Notary Public, this 26th day of March, 1976, personally appeared THE BANK OF NEW YORK by K. G. PITTIUS and A. W. ASLANIAN, one of its assistant vice presidents and assistant secretaries, respectively, and acknowledged the execution of the foregoing instrument.

LOUISIANA — TRUSTEE

On this 26th day of March, 1976, before me appeared K. G. PITTIUS and A. W. ASLANIAN, each to me personally known, who, each being by me duly sworn, did say that they are an assistant vice president and an assistant secretary, respectively, of THE BANK OF NEW YORK, a corporation duly existing under the banking laws of the State of New York, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of the corporation by authority of its Board of Directors, and that K. G. PITTIUS and A. W. ASLANIAN acknowledged the instrument to be the free act and deed of the corporation.

Given under my hand and seal this 26th day of March, 1976.

MISSISSIPPI — TRUSTEE

On the 26th day of March in the year 1976, before me personally came K. G. PITTIUS and A. W. ASLANIAN, to me known, who, being by me duly sworn, did depose and say that they reside at 158 Hunter Avenue, Staten Island, New York, and 17 Hillcrest Street, Staten Island, New York, respectively; that they are an assistant vice president and an assistant secretary, respectively, of THE BANK OF NEW YORK, one of the corporations described in and which executed the above instrument; that they know the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that they signed their names thereto by like order.

NEW YORK — TRUSTEE

On the 26th day of March in the year 1976, before me personally came K. G. PITTIUS and A. W. ASLANIAN, to me known, who, being by me duly sworn, did depose and say that they reside at 158 Hunter Avenue, Staten Island, New York, and 17 Hillcrest Street, Staten Island, New York, respectively, that they are an assistant vice president and an assistant secretary of THE BANK OF NEW YORK, one of the corporations described in and which executed the above instrument; that they know the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that they signed their names thereto by like order.

TENNESSEE — TRUSTEE

Before me, Notary Public of the state and county aforesaid, personally appeared K. G. PITTIUS and A. W. ASLANIAN, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be an assistant vice president and an assistant secretary of THE BANK OF NEW YORK, one of the within named Trustees, a corporation, and that they as such assistant vice president and assistant secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name and affixing the seal of the corporation by themselves as such assistant vice president and assistant secretary, respectively.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal, in the City of New York, County of New York, State of New York, this 26th day of March, 1976.

[NOTARIAL SEAL]

Nettie Rothstein
Notary Public

NETTIE ROTHSTEIN
Notary Public, State of New York
No. 24-3379250
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1977

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STATE OF NEW YORK
COUNTY OF NEW YORK } ss.:

ALABAMA — INDIVIDUAL TRUSTEE

I, NETTIE ROTHSTEIN, a Notary Public, hereby certify that SHELDON HARRISON, whose name is signed to the foregoing Second Supplemental Indenture and who is known to me, acknowledged before me on this day that, being informed of the contents of the Second Supplemental Indenture, he executed the same voluntarily on the date set forth below.

ARKANSAS — INDIVIDUAL TRUSTEE

On this 26th day of March, 1976, before me, NETTIE ROTHSTEIN, the undersigned officer, personally appeared SHELDON HARRISON, known to me to be one of the persons whose names are subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

INDIANA — INDIVIDUAL TRUSTEE

Before me, NETTIE ROTHSTEIN, a Notary Public, this 26th day of March, 1976, SHELDON HARRISON acknowledged the execution of the annexed Second Supplemental Indenture.

LOUISIANA — INDIVIDUAL TRUSTEE

On this 26th day of March, 1976, before me appeared SHELDON HARRISON, to me personally known, who, being by me duly sworn, did say that he signed and sealed the foregoing instrument, and that SHELDON HARRISON acknowledged the instrument to be his free act and deed.

Given under my hand and seal this 26th day of March, 1976.

MISSISSIPPI — INDIVIDUAL TRUSTEE

Personally appeared before me, NETTIE ROTHSTEIN, a Notary Public, the within named SHELDON HARRISON, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

NEW YORK — INDIVIDUAL TRUSTEE

On the 26th day of March, 1976, before me personally came SHELDON HARRISON, to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same.

TENNESSEE — INDIVIDUAL TRUSTEE

On this 26th day of March, 1976, before me personally appeared SHELDON HARRISON, to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal, in the City of New York, County of New York, State of New York, this 26th day of March, 1976.

[NOTARIAL SEAL]

Nettie Rothstein
Notary Public

NETTIE ROTHSTEIN
Notary Public, State of New York
No. 24-3379250
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1977

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STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
no minutes A.M. on the 19 day of April 1976, and that the same has
been recorded in Book 198 Page 500 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 19th day of April 1976.

Fees $ 30.00 pd.

SEAL H. H. Ferguson CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi

of Olive Branch Miss. the beneficiary, does hereby certify that a certain trust deed

bearing date the 3rd day of May 19 69, made and executed by William B. Turpen

and wife, Jeanette Turpen 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. 109 on page 362

of the Record of Trust Deeds, on the 6th day of May A. D. 19 69, is now fully paid

and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto

County to enter satisfaction and certificate of payment in full upon the said instrument and that this order be recorded in the records of

said County also as provided by law.

Bank of Mississippi, Olive Branch, Miss.

Peggy Mitchell

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority A Notary Public

in and for County and State aforesaid Peggy Mitchell who acknowledged that he signed and

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 14th day of April A. D. 19 76

Linda C. Perry

LINDA C. PERRY
NOTARY PUBLIC
My Commission Expires Nov. 29, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
no minutes A M. 19 day of April 1976, and that the same has
been recorded in Book 198 Page 533 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 19th day of April 1976.

Fees 2.50 pd.

H. P. Ferguson CLERK

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4057 ORDER TO CLERK TO CANCEL DEED OF TRUST **Class C**

STATE OF MISSISSIPPI,
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi

of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed

bearing date the 14th day of February 19 72, made and executed by Henry Sturgill and

wife, Flora Sturgill of Hernando, Miss., to Bank of Mississippi

the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto

County, in the State of Mississippi in Land Trust Deed Record No 139 on page 207

of the Record of Trust Deeds, on the 1st. day of March A. D. 19 72, is now fully paid

and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto

County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of

said County also as provided by law.

Bank of Mississippi, Olive Branch Miss.

Peggy Mitchell

STATE OF MISSISSIPPI,
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority A Notary Public

in and for County and State aforesaid, Peggy Mitchell who acknowledged that he signed and

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 6th day of April A. D. 1976

My Commission Expires Feb. 3, 1979

Betty L. Holloway
Olive Branch, Miss.

LAWRENCE-GREENWOOD 87344

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
no minutes A. M. 19th day of April 1976, and that the same has
been recorded in Book 198 Page 534 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 19th day of April 1976.

Fees $ 2.50

SEAL

H. P. Thompson CLERK

CORRECTED DEED OF TRUST

DEED OF TRUST

THIS DEED OF TRUST is made this 31st day of March, 19 76 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.

The purpose of this instrument is to correct the loan amount in that certain Deed of Trust dated March 10, 1976 between the so mentioned parties hereto of record in the office of the Chancery Clerk of DeSoto County, Mississippi in Book 197 at Page 239.

which has the address of 2721 Charter Oak Drive (Street) Southaven (City)
Mississippi 38671 (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 31, 1976 (herein "Note"), in the principal sum of Thirty-Six Thousand and No/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 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 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 declarations, easements or 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 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 ------DeSoto------ County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower

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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 —Borrower

Carol T. Krzeminski —Borrower

STATE OF MISSISSIPPI, ----------DeSoto---------- County ss:

On this ------31st------ 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 the**y** signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office.

My commission expires:
My C. Pol. 8-10-79

Jean C. Saunders
Notary Public

(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
no minutes A M., this the 19th day of April 1976, and that the same has
been recorded in Book 198 at page 535 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and official seal, this the 19th day of April 1976.

SEAL H. M. Ferguson CLERK

Fees 5.00 pd. Clerk

5.00 bill

o/r 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 30 day of March 19 73 made and executed by Larkin Minor and

Nora P. Minor of Rt. 1, Box 730 Olive Branch, Miss. 38654 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. 156 on page 536

of the Record of Trust Deeds, on the 2 day of April, 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 16th day of April, 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 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 16th day of April A. D. 1976

Eloia M. Barbee

My Commission Expires Jun. 7, 1978

LAWYERS-GREENWOOD 37644

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 16th day of April 1976, and that the same has been recorded in Book 198 Page 539 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 19th day of April 1976.

Fees $ 2.50 pd. SEAL H. W. Ferguson CLERK

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THIS INSTRUMENT WAS PREPARED BY
TOMMY RAMER,
COMMERCIAL & INDUSTRIAL BANK
MEMPHIS, TENNESSEE

This instrument prepared by:_____

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed___, heretofore recorded in the Register's Office of ~~Shelby County, Ten-~~ DeSoto Miss. nessee, certain real property was conveyed by the hereinafter named grantor___, to_____
Tommy Ramer
as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed—; and

WHEREAS, All of the notes described in and secured by said trust deed___ have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said trust deed___; and

WHEREAS, Said trust deed___ are briefly described as follows, to-wit:

GRANTOR	Date of Instrument	Recorded	Description of Property
William H. Reynolds & wife, Sherry	9-18-75	Book 190 Page 615	Lot 924, Section "E", Greenbrook Sub., Sec. 19, Township 1, South, Range 7, West, Plat Book 9, Page 44, DeSoto County, Miss.

NOW, THEREFORE, in consideration of the premises the undersigned _____
Commercial and Industrial Bank as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claim— and convey— unto said grantor___, ___their heirs and assigns all ___their___ right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, Commercial and Industrial Bank, covenants with the said grantor___ that ___he___ the legal owner___ and holder___ of the notes described in and secured by said trust deed, and that___ he___ ha___ the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said Commercial and Industrial Bank ha_s hereunto set ___its___ hand___ (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 12th day of April 19 76.

Commercial and Industrial Bank
Jim Smith
Its Asst. Vice President

STATE OF TENNESSEE }
COUNTY OF SHELBY }

On this _____ day of _____, 19___, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____ to me known to be the person___ described in and who executed the foregoing instrument, and acknowledged that ___he___ executed the same as _____ free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written.

_____
Notary Public

My commission expires _____ day of _____, 19___.

STATE OF TENNESSEE }
COUNTY OF SHELBY }

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared _____
C. W. Jim Smith with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Asst Vice President of the Commercial & Industrial Bank the within named bargainor, a corporation, and that he as such Asst Vice President being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Asst Vice President.

WITNESS my hand and seal at office in Memphis, Tennessee, this 12th day of April, 19 76.

MY COMMISSION EXPIRES SEPTEMBER 3, 1979
L. G. Causey
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 this instrument was filed for record at 10 o'clock
no minutes A.M. on the 19th day of April 1976, and that the same has
been recorded in Book 198 at page 540 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal of office this the 19th day of April 1976.
Fees $3.50
H. H. Seymour CLERK

CANCELLED BY AUTHORITY, RECORDED IN BOOK 833 PAGE 640 THIS 6 DAY OF June, 1996
W. E. Davis
CHANCERY CLERK
by B. Cleveland d.c.

Assignment of this Instrument Recorded in Real Estate T/D Book No. 215 Page 628
This the 13 day of Sept. 1977
H. D. Ferguson Clerk

Assignment of this Instrument Recorded in Real est T/D Book No. 359 Page 13
This the 24th day of 7th 1976
H. D. Ferguson Clerk
by D. Taylor, D.C.

VA Form 26-6322 (Home Loan) Revised January 1974. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 7th day of April, 1976, by and between

JACK W. FRIEND and wife, LYNETTE L. FRIEND,

, hereinafter called the Grantor;

Tom B. Scott, Jr., , hereinafter called the Trustee, and

UNIFIRST FEDERAL SAVINGS & LOAN ASSOCIATION,

and existing under the laws of the United States of America, a corporation organized and existing under the laws of , having its principal office and post-office address at P. O. Box 1818, 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:

1.37 acre fractional part of Southwest quarter of the Southwest quarter of Section 7, Township 2 South, Range 6 West, DeSoto County, Mississippi. Described as beginning in the center line of Pleasant Hill/Bethel Road, 263 ft. West as measured along said center line from the Southeast corner of the Southwest quarter of the Southwest quarter of Section 7; and thence West along the center line of Pleasant Hill/Bethel Road, 205.5 feet to a point in the center line of a creek bridge, thence Northwardly along the center line of a creek following the meanders thereof as follows:

North 20 degrees, 30 min. West 123 feet to a point
North 34 degrees, West 77 feet to a point
North 7 degrees 30 min. West 77.2 feet to a point

Thence leaving said creek North 68 degrees East passing an iron pipe at the top of the bank at 11 feet and another iron pipe at172 feet, and continuing a further distance of 12 feet in all a total distance of 184 feet to a point in the center line of a private driveway. Thence S 22 degrees East along the center line of said driveway 350 feet to the point of beginning:

Contains 1.37 acres of which .09 acre is occupied by a public road.

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 Sericemen'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. **

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 Grantors covenant and agree that should this security ins-rument 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.

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 & no/100 Dollars ($ 36,600.00), with interest from date at the rate of Eight & one-half per centum (8.5 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Unifirst Federal Savings & Loan Association, P. O. Box 1818, in Jackson, Mississippi 39205, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Eighty-One & 45/100 Dollars ($ 281.45), commencing on the first day of June, 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 May 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 Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be Ten per centum (10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Jack W. Friend

Jack W. Friend

Lynette L. Friend

Lynette L. Friend

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 Jack W. Friend and Lynette L. Friend, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 7th day of April, 1976.

My Commission expires:
1-8-80

Deborah B. Ansbro
Notary Public

RETURN TO:
Mr. Forrest Dyer, Jr.
P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38671

MISSISSIPPI

of Trust

TO

ice for

ss: 10 A.M.

Chancery of said County,
t the foregoing conveyance
tion in this office on the
day of April
rded in Vol.
day of
, 19

Clerk of the Court of Chancery.

325215

STATE OF MISSISSIPPI DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
00 minutes A M. 19th day of April 1976, and that the same has
been recorded in Book 198 Page 541 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 19th day of April 1976.

Fees $ 5.50

SEAL H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 305 PAGE 98
THIS 10 DAY OF Oct. 19 83
W. G. Ferguson
CHANCERY CLERK

DEED OF TRUST

STATE OF MISSISSIPPI
COUNTY OF Desoto

WHEREAS, Jerry B. Jones and wife Mary Jones

parties of the first part, are justly indebted unto Money Mart Inc of Olive Branch (HOLDER) party of the second part, in the sum of Four-Thousand Six hundred eight-Seven dollars and 47/100's DOLLARS ($ 4687.47) as evidenced by a promissory note, dated April 12, 19 76, and due and payable in 25 installments of $ 130.00 each beginning May 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 extention or renewal thereof with interest thereon, and any other indebtednesses now or hereafter becoming due and owing to the beneficiary by the grantor(s) prior to the payment of the indebtedness herein described and secured, or any extention or renewal thereof, or any part thereof;

NOW THEREFORE, I, hereby sell, convey, and warrant unto Jim Amos, Olive Branch, Miss (NAME OF TRUSTEE, CITY, STATE) as Trustee, the following described real property situated in DeSoto County, State of Mississippi, to-wit:

Lot No. 1 of Louise White Subdivision No. 2, described as commencing at the Southwest corner of the Northwest Quarter of Section 5, Township 3, Range 5 West, DeSoto County, Mississippi, and run North 5 degrees 30 minutes West 363 feet to a point for the beginning point; thence run North 5 degrees 30 minutes West 208.8 feet to a point; thence run North 84 degrees 49 minutes East 303.2 feet to a stake; thence run south 5 degrees 30 minutes East 208.8 feet to a stake; thence run South 84 degrees 49 minutes West 303.2 feet to the point of beginning, containing 1-½ acres, more or less.

TO HAVE AND TO HOLD, the aforedescribed real estate, together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the said party of the second part, its successors and assigns, in fee simple forever, and the said parties of the first part do hereby covenant with the said party of the second part, its successors and assigns, that they are lawfully seized in fee of the aforesaid described real estate; that they have a good right to sell and convey the same; that the same is unincumbered,

and that the title and quiet possession thereto they will and their heirs and personal representatives shall warrant and forever defend against the lawful claims of all persons.

IN TRUST, however, that if at any time the indebtedness herein secured, or interest thereon, or any renewals or extensions thereof, or of any part or installment thereof, with interest thereon, or any other indebtednesses becoming due and owing by the grantor(s) to the beneficiary prior to the payment of the indebtedness herein secured, should be past due and unpaid, the beneficiary herein, their legal representatives, successors (heirs) or assigns, may declare all indebtedness at that time owing due and payable; and the Trustee herein named or any substituted Trustee shall, at the request of the beneficiary herein, their legal representatives, successors (heirs) or assigns, sell the property herein conveyed at public outcry to the highest bidder for cash, within legal hours, in front of the Court House in DeSoto County, Mississippi, on a day to be fixed by such Trustee, after first giving three weeks notice of the time, place and terms of said sale by advertisement in some newspaper published in DeSoto County, Mississippi, and having a general circulation therein, and by posting notice thereof at the Court House in said county; and shall, out of the proceeds of said sale pay: first, all costs and expenses of making said sale, including a reasonable Trustee's fee therefor; and next, the entire amount of the indebtedness at that time owing to the beneficiary herein by the grantor(s), with interest thereon up to the date of making said sale; the overplus, if any there be, to be paid to the grantor(s), his (their) (its) legal representatives, heirs (successors) or assigns.

If grantor fails to provide the insurance and pay all taxes, assessments or other governmental charges, as herein provided, the beneficiary, or any future holder of the indebtedness secured hereby, may secure and pay such insurance, and pay such taxes, assessments, and other governmental charges, and all expenditures for such purposes shall become an indebtedness of the grantor, due upon demand, and the payment of the same shall be secured by this instrument.

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The following are authorized to select and substitute another trustee in the place of the above named trustee, or any successor, at any time any of them may so desire, namely: (1) the beneficiary herein, (2) if there be more than one beneficiary, then any one of them, or (3) any future holder of the indebtedness secured hereby, or any part hereof. It shall not be necessary to obtain the consent or resignation of the original trustee, or any successor, before appointing another trustee in his place, and any such appointee, who may be an agent, employee, or officer of the beneficiary, shall have full and sole power as trustee herein.

WITNESS 2 signature(s), this the 12 day of April, 19 76.

WITNESSES:

Jerry R Jones

Mary C Jones

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 Jerry&Mary Jones, 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 12 day of April, 19 76.

MY COMMISSION EXPIRES: 7/23/77

NOTARY PUBLIC

STATE OF MISSISSIPPI

County Of

Personally appeared before me the undersigned authority in and for the above named county and state, the within named _____, one of the subscribing witnesses to the foregoing Deed of Trust, who being first duly sworn, deposeth and saith that he saw the within named _____, whose name(s) (is) (are) subscribed thereto, sign, seal and deliver the same to the said HOLDER and that he, this deponent, subscribed his name as a witness thereto in the presence of the said _____ on the day and year herein named.

Sworn to and subscribed before me this the _____ day of _____, 19 ____.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

FEED

, Trustee

, Clerk

within named Trust

on the

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that the same to-

knowledgment, is

page

office.

seal, this the

, 19

, Clerk

, D. C.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 12 day of April 1976, and that the same has been recorded in Book 198 Page 545 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 12 day of April 1976.

SEAL H. H. Ferguson CLERK

Fees $ 3.00 DC.

THIS INSTRUMENT WAS PREPARED BY
TOMMY RAMER,
COMMERCIAL & INDUSTRIAL BANK
MEMPHIS, TENNESSEE

This instrument prepared by:_____

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed___, heretofore recorded in the Register's Office of DeSoto County, Mississippi, 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
John E. McElroy & wife, Bettye	9-22-70	Book 120 Page 391	Lot 60, Section 18, Township 3, Range 7, In the town of Hernando, DeSoto County, Miss.

NOW, THEREFORE, in consideration of the premises the undersigned Commercial and Industrial Bank as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claim— and convey— unto said grantor___ their heirs and assigns all their right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, Commercial and Industrial Bank, covenants with the said grantor___ that he___ the legal owner___ and holder___ of the notes described in and secured by said trust deed, and that___ he___ ha___ the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said Commercial and Industrial Bank has hereunto set its hand___ (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 13th day of April 19 76

Commercial and Industrial Bank
By: Jim Smith, Asst Vice President

STATE OF TENNESSEE }
COUNTY OF SHELBY }

On this _____ day of _____, 19____, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____ to me known to be the person___ described in and who executed the foregoing instrument, and acknowledged that ___he___ executed the same as _____ free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written.

_____
Notary Public

My commission expires _____ day of _____, 19____

STATE OF TENNESSEE }
COUNTY OF SHELBY }

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared Jim Smith with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Asst Vice President of the Commercial & Industrial Bank the within named bargainor, a corporation, and that he as such Asst Vice President being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Asst Vice President.

WITNESS my hand and seal at office in Memphis, Tennessee this 13th day of April 19 76

My commission expires 3rd day of Sept. 19 79 — Notary Public

* Do not write below this line - FOR REGISTERS USE ONLY *

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 19 th day of April 1976, and that the same has been recorded in Book 198 Page 547 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 21st day of April 1976.
H. L. Ferguson CLERK

2.50

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FOR REAL ESTATE, CHATTEL OR BOTH

Mary E. Bollinger, a single woman

To { DEED OF TRUST

Security Bank of Southaven

THIS INDENTURE, Made this 16th day of April 19 76 between Mary E. Bollinger, Party of the first part, and Security Bank of Southaven, Party of the second part,

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of Two Thousand Seven Hundred Eighty and and 40/100 Dollars ($2,780.40), which includes principal and interest, repayable in 60 monthly instalments of $46.34 each, commencing on May 15, 1976, with each subsequent and succeeding instalment being due on the 15th day of each month thereafter, and the final instalment, if not sooner paid, being due and payable on April 15, 1981.

and any further amount that the party of the second part may furnish the party of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by David A. Gustafson, Trustee, the party of the first part ha S this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz:

Lot 152, Section A, Brook Hollow Subdivision, in Section 24, Township 1 South, Range 8 West, as per plat thereof 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.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Real Estate Trust Deed Book 122, Page 33, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt he may then forthwith take possession of said property and sell the same as herein below directed. Should the part of the first part promptly pay the above stated indebtedness on or before the 15th day of April 19 81 then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part of the second part its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness my signature the date written above.

Mary E. Bollinger

Mary E. Bollinger

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me a notary public of said County, the within named Mary E. Bollinger 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 16th day of April 1976

My Commission Expires 9-2-79

Mary K. Waller
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Before me of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposeth and saith that he saw the above named whose name subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness thereto in the presence of the said and that he saw the other subscribing witness

STATE OF MISSISSIPPI, DESOTO COUNTY

This instrument was filed for record at 4 o'clock

35 P 192 April 548 1976, and that the same has been recorded in the records of REAL ESTATE Trust Deed

21st April 1976.

2.50

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PARTIAL RELEASE

For and in consideration of the sum of TEN DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION,A Mississippi Corporation,does hereby release from the lien of the Deed of Trust given by LEE V. HAMBERLIN and wife, EONE C. HAMBERLIN, ---------- for the benefit of said association----------; which Deed of Trust is dated December 31, 1973, and recorded in Deed of Trust Book 300, Page 560 of the Trust Deed Records of Tate County, Mississippi, in the Office of the Chancery Court Clerk of Tate County, Mississippi,* the following land lying and being situated in Tate County, Mississippi, described as follows, to-wit:

TRACT II: West Half (W 1/2) of East Half (E 1/2) of Northeast Quarter (NE 1/4) of Section 24, Township 5 South, Range 8 West, Tate County, Mississippi; being Forty (40) Acres, more or less.

* Said Deed of Trust being further recorded in Deed of Trust Book 169, Page 602 in the Office of the Chancery Clerk of DeSoto County, Mississippi-----TRACT I securing said lien being located in DeSoto County, Mississippi.

In all other respects said Deed of Trust recorded in Deed of Trust Book 300, Page 560/in said Tate County Clerk's Office and in Book 169, Page 602 in said DeSoto County Clerk's Office, shall remain in full force and effect.

The Chancery Court Clerksof Tate & DeSoto / County, Mississippi, are 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 1st day of April, 1976.

NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION

By Joe M. Hudspeth
Joe M. Hudspeth, SECRETARY-TREASURER

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STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, JOE M. HUDSPETH, the Secretary of NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, 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 association, he being authorized so to do.

GIVEN under my hand and Official Seal this, the 1st day of April, 1976.

(SEAL)

Nicha O Kendrick
NOTARY PUBLIC

My Commission Expires: My Commission Expires Dec. 8, 1976

Filed for record this the 8 day of April, 19 76 at 10 o'clock A M and recorded this the 8 day of April, 19 76.

John R. Price, Jr., Clerk

STATE OF MISSISSIPPI DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 30 minutes P M on the 21st day of April 1976, and that the same has been recorded in Book 198 Page 549 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 21st day of April 1976.

Fee $ 3.00

SEAL H. H. Ferguson CLERK

CANCELLED BY AUTHORITY, RECORDED IN BOOK
500 PAGE 686
THIS 6 DAY OF Mar. 19 90
W. E. Davis
Chancery Clerk by DC.DC.

CORRECTION

DEED OF TRUST

THIS DEED OF TRUST is made this 1st day of August, 19 75, among the Grantor, DON SCHILLACI AND WIFE, CONNIE SCHILLACI (being one and the same as Don J. Schillaci and wife, Connie E. Schillaci) (herein "Borrower"), Frank A. Riley (herein "Trustee"), and the Beneficiary, BANK OF MISSISSIPPI, TUPELO, MISSISSIPPI, a corporation organized and existing under the laws of MISSISSIPPI, whose address is (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DESOTO, State of Mississippi:

Lot 15, Riviera Estates Subdivision, located in the Town of Hernando in Section 13, Township 3, Range 8 West, DeSoto County, Mississippi, as shown on plat recorded in Plat Book 10, Page 26 in the Office of the Chancery Clerk of said county, to which plat reference is hereby made for a more particular description.

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Twenty one thousand eight hundred Fifty and no/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

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expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DeSoto County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Don Schillaci —Borrower

Connie Schillaci —Borrower

Property Address

STATE OF MISSISSIPPI, DESOTO COUNTY SS:

Personally appeared before me, the undersigned authority in and for said County and State, the within named DON SCHILLACI AND WIFE, CONNIE SCHILLACI who acknowledged that he/she/they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 1st day of August, A.D., 19 75.

My Commission expires: 3/31/78

Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 10 minutes P M on the 21st day of April 1976, and that the same has been recorded in Book 198 at page 551 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal of office this the 21st day of April 1976.

Fees $5.50

SEAL H. P. Ferguson CLERK

5.00 pd. Amos

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1960)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between Steven K. Smith and wife, Sherri Lynn Smith

of the first part, hereinafter designated as the Grantor,

James W. Amos Trustee, of the second part, hereinafter designated as Trustee, and

Bank of Mississippi of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of

DOLLARS

($ 10,200.00) evidenced by promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10 per centum per annum after 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 14, 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 Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

State of Mississippi, and more particularly described as follows, to-wit:

Lot 3 and the South half of Lot 2, Section A, College Grove Subdivision located in Section 10 and 11, Township 2 South, Range 6 West, Desoto County, Mississippi, more particularly described in plat recorded in Plat Book 13, Pages 50-53 in the Office of the Chancery Clerk of Desoto County, Mississippi.

Copyright Mississippi Bankers Association

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 14 day of April 19 76

Steven K. Smith

Sherri Lynn Smith

STATE OF MISSISSIPPI,
COUNTY OF D. S.A.

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Steven K. Smith and wife, Sherri Lynn 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 14th day of April 19 76

My Commission Expires: Dec 29, 1979

Linda O. Kerr
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. 19th day of April 1976, and that the same has been recorded in Book 138 Page 555 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 21st day of April 1976.

Fee 5.00 pd

H. D. Ferguson CLERK

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Assignment of this instrument Recorded in
Real Estate TD Book
No. 223 Page 107
This the 28 day of March 19 28
H. D. Ferguson Clerk

Assignment of this instrument
Real Estate TD Book
No. 200 Page 126
This the 19 day of Aug 19 28
H. D. Ferguson Clerk

STATE OF MISSISSIPPI
FHA FORM NO. 2133m
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 13th day of April, 19 76, by and between

Byron D. Merrill and wife, Patricia B. Merrill

, 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 Beneficiary:, hereinafter called the

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar ($1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described real estate, together with all buildings and improvements thereon (or that may hereafter be erected thereon), and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all plumbing, heating, and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises, situated in the County of DeSoto, State of Mississippi, to wit:

Lot 17, Section A Revised, Lakewood Estates Subdivision, as shown by plat recorded in Plat Book 11, Pages 1-3 in the Office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2 South, Range 7 West.

CANCELLED BY AUTHORITY RECORDED IN BOOK 1018 PAGE 219 THIS 22 DAY OF July 19 98
W. E. Davis CHANCERY CLERK
by: B Cleveland D.C.

TO HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to

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-eight thousand and 00/100---------- Dollars ($ 38,000.00), 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 seventy-eight and 92/100---------- Dollars ($ 278.92), 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; and provided further that in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, he will pay to the Beneficiary an adjusted premium charge of one percentum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the note secured hereby had continued to be insured until maturity; such payment to be applied by the Beneficiary upon its obligation to the Secretary of Housing and Urban Development on account of mortgage insurance.

Assignment of this instrument
real estate TD
NO. 775 Page 536
THIS THE 14 DAY OF Aug 95
W. E. Davis CHANCERY CLERK
By: M. Taylor D.C.

2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary on the first day of each month until the note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (½) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under *(b)* of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under *(b)* of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of *(a)* of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of *(b)* of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under *(b)* of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under *(a)* of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within from the date hereof (written

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statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebtedness secured and intended to be secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of 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.

Byron D. Merrill

Byron D. Merrill

Patricia B. Merrill

Patricia B. Merrill

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me, a Notary Public, the undersigned authority of law in and for the said County, the within named Byron D. Merrill and Patricia B. Merrill, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 13th day of April, 1976.

My Commission expires:
3/31/80

Notary Public

STATE OF MISSISSIPPI
COUNTY OF DESOTO } ss:

I, Clerk of the Court of the Chancery of said County, do hereby certify that the ... day of

STATE OF MISSISSIPPI
DESOTO COUNTY

I certify that this instrument was filed for record at 2 o'clock
10 P 112 day of April 1976, and that the same has
been recorded in Book 178 Page 558 records of REAL ESTATE Trust Deed
of said County.

Witness my hand this the 21st day of April 1976.

Fee 5.50

H. P. Ferguson CHANCERY CLERK

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Assignment of this Instrument Recorded in
Real est T/D Book
No. 359 13
This the 24th day of Feb. 19 86
H. H. Ferguson Clerk
by D. Taylor, D.C.

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 215 Page 628
This the 13 day of Sept. 19 97
H. H. Ferguson Clerk

CANCELLED BY AUTHORITY, RECORDED IN BOOK 450 PAGE 392
THIS 10 DAY OF Oct. 19 88
H. E. Mayo Chancery Clerk by D.C.

VA Form 26-6322 (Home Loan)
Revised January 1974. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 16th day of April, 1976, by and between

JOSEPH WAYNE TREADWAY and wife, LINDA M. TREADWAY,

, hereinafter called the Grantor;

Tom B. Scott, Jr., hereinafter called the Trustee, and

UNIFIRST FEDERAL SAVINGS & LOAN ASSOCIATION,

, a corporation organized and existing under the laws of the United States of America, having its principal office and post-office address at Jackson, Mississippi, hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar ($1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DeSoto, State of Mississippi, to wit:

Beginning at the southeast corner of Lot 1, Block 7 of the Town of Olive Branch being a spike in the center of Highland Street; thence N 04 deg.-30' W - 328.0 ft. along the east line of said lot to a one inch surveyor's pin found; thence S 85 deg.-21' W - 70.0 ft. along the north line of said lot to a point; thence S 04 deg.-30'E - 330.0 ft. to a P. K. Nail found in the center of Highland Street; Thence N 83 deg.-43' E - 70.0 ft. along the centerline of said street to the point of beginning, containing 0.5 acre more or less located in the northwest quarter of Section 34, Township 1, Range 6 West, Chickasaw Cession, in DeSoto County, Mississippi.

The funds derived from the indebtedness secured by this Deed of Trust have been entirely used 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;

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To Have and to Hold the same unto the Trustee and unto his successors and assigns, forever.

In Trust, However, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Twenty-Eight Thousand and No/100 -----Dollars ($ 28,000.00), with interest from date at the rate of Eight and one-half per centum (8.5 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Unifirst Federal Savings & Loan Association, in Jackson, Mississippi , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Fifteen & 22/100 Dollars ($ 215.22), commencing on the first day of June , 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 May , 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 Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be Ten per centum (10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are herpby 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.

Joseph Wayne Treadway

Joseph Wayne Treadway

Linda M. Treadway

Linda M. Treadway

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 Joseph Wayne Treadway and Linda M. Treadway, 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 April, 1976.

MYCommission expires:
1-8-80

Deborah B. Ansbro
Notary Public

NOTARY PUBLIC

RETURN TO:
W., F., R., & B., LTD.
P. O. Box 1
SOUTHAVEN, MISSISSIPPI 38671

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 35 minutes P. M. 21st day of April 1976, and that the same has been recorded in Book 198 Page 561 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 21st day of April 1976.

Fees $ 5.00 pd. SEAL H. H. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
296 PAGE 70
THIS 20 DAY OF April 19 83
W. D. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

JAMES L. SMITH and wife, ANN G. SMITH, Party

of the first part, hereinafter designated as the Grantor,

D. B. Bridgforth, 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 Grantor is justly indebted to the beneficiary in the full sum of Seven Thousand Seven Hundred Eighty-Five and 60/100 ----------DOLLARS ($ 7,785.60) 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 $7,785.60, which includes principal and interest, due and payable in sixty (60) equal monthly installments of $129.76 each, beginning May 10, 1976, and due the 10th day of each 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

County of DeSoto

State of Mississippi, and more particularly described as follows, to-wit:

Lot 214, 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.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 169, Page 191, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other 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 12th day of April, 1976.

James L. Smith

James L. Smith

Ann G. Smith

Ann G. Smith

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named James L. Smith and Ann G. 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 12th day of April, 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 1 o'clock 30 minutes P M. 20th day of April 1976, and that the same has been recorded in Book 198 Page 565 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 21st day of April 1976.

Fees$ 2.10 pd.

W. L. Ferguson clerk

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4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That First National Bank of Southaven, Ms. the beneficiary, does hereby certify that a certain trust deed bearing date the 27th day of March 19 73, made and executed by George C. Reed and wife Ruby Jewell Reed of Southaven, Ms. 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 Southaven Trust Deed Record No. Book 156 on page 403 of the Record of Trust Deeds, on the 28th 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.

Terry M. Frasier A.V.P.
First National Bank
5937 Highway 51 South, Southaven, Ms.

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority 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 19th day of April A. D. 1976

Charlotte A Fabian
My Commission Expires Oct. 13, 1979

NOTARY PUBLIC DESOTO CO.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock one minutes A M. 20th day of April 1976, and that the same has been recorded in Book 178 Page 568 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 21st day of April 1976.

Fees $ 2.50 cd SEAL H. H. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
217 PAGE 752
THIS 31 DAY OF OCT. 1977
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

MSM BUILDERS, INC.

Party of the first part, hereinafter designated as the Grantor,

D. B. Bridgforth, 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 a 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 ~~per centum per annum after~~, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

The sum of $34,000.00, plus accrued interest, due and payable on demand, or if no demand, on or before March 30, 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 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 85, 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.

Copyright Mississippi Bankers Association

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 excede the principal amount of the Note.

The funds hereby secured are advanced persuant 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 procede 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 thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 30th day of March, 1976.

ATTEST:

Mark S. Majovski

Mark S. Majovski, Secretary-Treasurer

MSM BUILDERS, INC.

By: Michael S. Mosby

Michael S. Mosby, 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

572

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid. Mark S. Majovski and Michael S. Mosby, as Secretary-Treasurer and President, respectively of the above named MSM BUILDERS, INC. a corporation, who severally acknowledged that for and on behalf of said corporation, they signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein written as the act and deed of said corporation, being thereunto first duly authorized so to do.

Given under my hand and official seal of office, this the 30th day of March 19 76.

Deborah B. Crosbro
Notary Public

My Commission Expires: 1-8-80

RETURN TO:
W. F. R., & B., LTD.
P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38671

NOTARY PUBLIC

Trustee

Chancery Court

day of

Clerk

D. C.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock
35 minutes P M. 21st day of April 1976, and that the same has
been recorded in Book 198 Page 569 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 21st day of April 1976.
Fees $ 5.00 pd.
SEAL H. D. Ferguson CLERK

PARTIAL RELEASE

For value received UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, acting by and through its duly authorized officers, does hereby release from the lien of that certain deed of trust executed by Wortman & Mann, Inc. a Mississippi Corporation to UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, dated December 31, 1974 and recorded in the office of the Chancery Clerk of DeSoto County at Hernando, Mississippi, in Deed of Trust Book 182 at page 398 the following described land and property situated in DeSoto County, State of Mississippi, to-wit:

Lot Three Hundred Thirty (330), Section B, Eastover Subdivision, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, at Hernando, Mississippi, in Plat Book 12 at Pages 36 through 38, reference to which is hereby made.

Only the property specifically described above is released from the lien of said deed of trust, which deed of trust is to remain in full force and effect as to all other property described therein and not heretofore specifically released from the lien of said deed of trust.

Witness the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, by its duly authorized officers this the 13th day of April, 19 76.

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
JACKSON, MISSISSIPPI

By G. R. Munton, Jr.

By Harold A. Hogue

STATE OF MISSISSIPPI
COUNTY OF Hinds

Personally came and appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid, G. R. Munton, Jr. and Harold A. Hogue who acknowledged to me that they are Vice President and Asst. Vice President respectively, of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, and that they signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as the act and deed of said corporation, they having been first duly authorized so to do.

Given under my hand and official seal this the 14th day of April, 19 76.

My Commission expires: _____

Notary Public

AT 607

My Commission Expires March 4, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 30 minutes P M. 20th day of April 1976, and that the same has been recorded in Book 198 Page 573 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 21st day of April 1976.

Fees $ 2.50 pd. SEAL H. H. Ferguson CLERK

574

Lot 214, Holly Hills 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 GUARANTY LOAN CORPORATION

of Southaven, Mississippi the beneficiary, does hereby certify that a certain trust deed bearing date the 7th day of March 1974, made and executed by James L. Smith and wife, Ann G. Smith of Walls, Mississippi to H. A. Ashby, Jr., Trustee for the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Land Trust Deed Record No. 172 on page 269 of the Record of Trust Deeds, on the 13th day of March, A. D. 19 74, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law. This the 16th day of April, 1976.

GUARANTY LOAN CORPORATION

By: [signature]

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Notary Public in and for County and State aforesaid, who acknowledged that he signed and as _____ for and on behalf of and by authority of Guaranty Loan Corporation 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 16th day of April A. D. 19 76

My Commission expires: 7/2/79

NOTARY PUBLIC

[signature]
Notary Public

LAWRENCE-GREENWOOD STEAM

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock
30 minutes P. M., on the 20th day of April 1976, and that the same has
been recorded in Book 193 Page 574 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal of office this the 21st day of April 1976.

Fees $2.50

SEAL H. H. Ferguson CLERK

H.C. Bailey FKA Bailey Mtg. Co.
Assignment of this instrument recorded in
Real Estate T/D book
No. 588 Page 488
This the 16th day of June 19 82
W. E. Davis Clerk
by: D. Stanley, DC

Waiver of Right To Accelerate
Assignment of this instrument Recorded in
Real Est T/D Book
No. 366 Page 203
This the 3 day of June 19 86
H. D. Ferguson Clerk
DS.

DEED OF TRUST

THIS DEED OF TRUST is made this 13th day of April, 1976., among the Grantor, TERRY W. RUTHERFORD and wife, BRENDA J. RUTHERFORD (herein "Borrower"), John Land McDavid (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 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 134, 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.

Assignment of this instrument recorded in
Real Est T/D Book
No. 366 Page 700
This the 3 day of June 19 86
H. D. Ferguson Clerk
DS.

Appointment of Substitute Trustee
Instrument Recorded in Real Est T/D
Book No. 339 Page 436
This 30 day of May 19 85
H. D. Ferguson Clerk
DS.

which has the address of 315 Shannon Drive [Street] Walls [City]
Mississippi [State and Zip Code] (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 April 13, 1976 (herein "Note"), in the principal sum of THIRTY-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 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 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 declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Trustmark Natl Bank
Assignment of this instrument recorded in
Real estate T/D book
No. 541 Page 414
This the 10th day of May 19 91
W. E. Davis Clerk
by: S. Taylor, D.C.

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 298 Page 362
This the 7 day of June 19 83
H. D. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 316 Page 138
This the 23 day of Sept 19 77
H. D. Ferguson Clerk

576

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 .....DeSoto.....County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower

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hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Terry W. Rutherford
TERRY W. RUTHERFORD —Borrower

Brenda J. Rutherford
BRENDA J. RUTHERFORD —Borrower

STATE OF MISSISSIPPI, DeSoto County:

On this 13th day of April, 19 76, personally appeared before me, the undersigned authority in and for said County and State, the within named Terry W. Rutherford and wife, Brenda J. Rutherford, 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-34033

THIS INSTRUMENT PREPARED BY:
Lee V. Hamberlin, Attorney
5865 Ridgeway Parkway #104
Memphis, Tennessee 38138

Property Address: 315 Shannon Drive
Walls, Mississippi

Mail Tax Notice to: Bailey Mortgage Company
161 E. Amite Street
Jackson, Mississippi 39205

(Space Below This Line Reserved For Lender and Recorder)

STATE OF MISSISSIPPI, DeSOTO COUNTY
This 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. 21st day of April 1976, and that the same has
been recorded in Book 188 Page 575 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 21st day of April 1976.

Fees $ 5.50 pd.

SEAL H. H. Ferguson CLERK

Memphis, Tenn.
38138

Pd. 5.50

CANCELLED BY AUTHORITY, RECORDED IN BOOK 1625 PAGE 40
THIS 20 DAY OF Dec 2002
W E Davis
By M. Cahi, D.C. CHANCERY CLERK

DEED OF TRUST

THIS DEED OF TRUST is made this 14th day of April, 1976, among the Grantor, RONALD H. PRITCHARD and wife, CYNTHIA C. PRITCHARD (herein "Borrower"), John Land McDavid (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 161, 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 254 Danny Cove [Street] Walls, [City]
Mississippi [State and Zip Code] (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 April 14, 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 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 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 declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Assignment of this Instrument Recorded in Real Estate T/D Book No. 525 Page 591
This the 5 day of Nov. 1990
W E Davis
by C. Powell, D.C.

Assignment of this Instrument Recorded in Book No. 362 Page 298
This the 7 day of June 19 83
W E Davis Clerk
by C. Powell, D.C.

Assignment of this Instrument Recorded in Real Estate T/D Book No. 216 Page 146
This the 23 day of Sept 19 77
H. L. Ferguson Clerk

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to 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 .....DeSoto.....County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower

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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 H. Pritchard .....
Ronald H. Pritchard —Borrower

Cynthia C. Pritchard .....
Cynthia C. Pritchard —Borrower

STATE OF MISSISSIPPI, DeSoto County ss:

On this 14th day of April 1976 personally appeared before me, the undersigned authority in and for said County and State, the within named Ronald H. Pritchard and wife, Cynthia C. Pritchard, who acknowledged that the Y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office.

My commission expires:

6/5/79

Lee V. Hamberlin .....
Lee V. Hamberlin Notary Public

STC-34045

THIS INSTRUMENT PREPARED BY:
Lee V. Hamberlin, Attorney
5865 Ridgeway Parkway #104
Memphis, Tennessee 38138

Property Address:
254 Danny Cove,
Walls, Mississippi

Mail Tax Notice to:
Bailey Mortgage Company
161 E. AMite Street
Jackson, Mississippi

(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
20 minutes A. M. 20 th day of April 1976, and that the same has
been recorded in Book 188 Page 572 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 21 st day of April 1976.

Fees $ 5.50 SEAL H. H. Ferguson CLERK

Pd. 5.50

CANCELLED BY AUTHORITY RECORDED IN BOOK 368 PAGE 628
THIS 19 DAY OF June 19 86
H. B. Ferguson CHANCERY CLERK

STATE OF MISSISSIPPI
FHA FORM NO. 2135 M
Revised February 1973

DEED OF TRUST

This form is used in connection with deeds of trust insured under the one- to four-family provisions of the National Housing Act.

THIS DEED OF TRUST, made and entered into this 15TH day of APRIL, 1976,
by and between James E. May, Jr. et ux Betty K. May, hereinafter called the Grantor; Kent E. Lovelace, Jr., hereinafter called the Trustee, and Hancock Mortgage Corporation, a corporation organized and existing under the laws of the State of Mississippi, having its principal office and post-office address at 2500 Fourteenth Street, Gulfport, MS 39501, hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar ($1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described real estate, together with all buildings and improvements thereon (or that may hereafter be erected thereon), and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all plumbing, heating, and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises, situated in the County of DeSoto, State of Mississippi, to wit:

SEE EXHIBIT "A" attached hereto.

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 Hancock Mortgage Corporation, a corporation organized and existing under the laws of the State of Mississippi, the payment of a certain promissory note of even date herewith in the principal sum of EIGHTEEN THOUSAND AND 00/100---------- Dollars ($ 18,000.00), with interest from date at the rate of EIGHT & 1/2 per centum (8.50 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Hancock Mortgage Corporation 2500 Fourteenth Street in Gulfport, MS 39501 or at such other place as the holder may designate, in writing, in monthly installments of ONE HUNDRED THIRTY EIGHT & 42/100 Dollars ($ 138.42), 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 (½) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under (b) of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of (a) of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the indebtedness secured hereby, whether due or not.

9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within sixty days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the sixty day period of time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebtedness secured and intended to be secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed

in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto, County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note, or the duly authorized Attorney-in-Fact of either, is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor(s) ha ve hereunto set their hand(s) the day and year herein first written above.

James E. May, Jr.

James E. May, Jr.

Betty K. May

Betty K. May

STATE OF MISSISSIPPI,

COUNTY OF DeSoto } ss:

Personally appeared before me , the undersigned Authority in and for the said County, the within named James E. May, Jr. and Betty K. May , his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 15TH day of APRIL , 19 76

Bobbie M. Bradley

My Commission Expires: NOTARY PUBLIC

STATE OF MISSISSIPPI

COUNTY OF DeSoto } ss:

I, , Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at o'clock M., on the day of 19 , and was recorded in Vol. , Record of Deeds, pages , on the day of 19

Clerk of the Court of Chancery

OPO 843-297

586

EXHIBIT "A"

Lot 607, Section "B", DeSoto Village Subdivision in Section 34, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 8, Pages 16-21, in the Office of the Chancery Clerk of DeSoto County, Mississippi, being more particularly described as follows:

BEGINNING at a point on the west line of Greenbriar Drive, a distance of 295.70 feet southerly, as measured along the west line of Greenbriar Drive, from the tangent intersection with the south line of Fairlane Drive; thence S 31 degrees 24' 00" E. along the west line of Greenbriar Drive a distance of 44.98 feet; thence southerly, along the west line of Greenbriar Drive, on a curve to the right, having a radius of 35.00 feet and an ARC distance of 27.49 feet to the most northerly corner of lot 608, thence S 58 degrees 36' 00" W, along the line between lots 607 and 608, a distance of 118.79 feet; thence N 29 degrees 14' 55" W, a distance of 69.67 feet to the most southerly corner of lot 606; thence N 58 degrees 36' 00" E, a distance of 126.53 feet to the point of beginning.

SIGNED FOR IDENTIFICATION:

James E. May, Jr.
James E. May, Jr.

Betty K. May
Betty K. May

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 50 minutes A M. 20th day of April 1976, and that the same has been recorded in Book 198 Page 583 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 21st day of April 1976.

Fees $ 5.00 pd. SEAL H. H. Ferguson CLERK

22, 26, 27, 30, 32, 33

Partial Release of this Instrument Recorded In
Real Estate T/D Book
No. 221 Page 641
This 13 day of Feb. 19 78
H. D. Ferguson Clerk

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between W. L. REID, JR.

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 ONE HUNDRED, FIFTY THOUSAND AND NO/100 - - -

DOLLARS

($ 150,000.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 9 per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit: on or before January 14,1977

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 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

TRACT I State of Mississippi, and more particularly described as follows, to-wit: The East 40 acres of the following described 129.47 acre tract, said 40 acres lying East of Brights Road and extending from the North Line to the South Line of said 129.47 acre tract, in Section Five (5), Township Three (3) Range Seven (7) West, DeSoto County, Miss: All that portion of the southeast quarter of Section 5, Township 3, Range 7 West of DeSoto County, Ms which lies south and east of Hernando-Lewisburg public road and the north half of the northeast quarter of Section 8, Township 3, Range 7 West of DeSoto County, Ms and containing 129.47 acres, more or less and being that same land conveyed to Robert L. Shemwell, Jr., etux by deed of record in Deed Book 86, page 369 of the land records of DeSoto County, Ms.

(over)

Copyright Mississippi Bankers Association

Partial Release of this Instrument Recorded in
Real Estate T/D Book
No. 292 Page 418
This 2 day of Feb. 19 83
H. D. Ferguson Clerk

Partial Release of this Instrument Recorded in
Real Estate T/D Book
No. 284 Page 273
This 8 day of June 19 82
H. D. Ferguson Clerk

Partial Release of this Instrument Recorded in
Real Estate T/D Book
No. 270 Page 94
This 3 day of Dec. 19 81
H. D. Ferguson Clerk

Sept 19

Streets of Oakleaf Est
Partial Release of this Instrument Recorded in
Real Estate T/D Book
No. 271 Page 303
This 7 day of April 19 81
H. D. Ferguson Clerk

Lots 4,5,16,31,34 & 35
Partial Release of this Instrument Recorded in
Real Estate T/D Book
No. 269 Page 169
This 6 day of Feb 19 81
H. D. Ferguson Clerk

Partial Release of this Instrument Recorded in
Real Estate T/D Book
No. 238 Page 104
This 12 day of Feb. 19 79
H. D. Ferguson Clerk

This trust deed covers a second mortgage behind a first mortgage to Robert L. Shemwell on the following described property:

All that portion of the southeast quarter of Section 5, Township 3, Range 7 West of DeSoto County, Ms which lies south and east of Hernando-Lewisburg public road and the north half of the northeast quarter of Section 8, Township 3, Range 7 West of DeSoto County, Ms and containing 129.47 acres, more or less, and being that same land conveyed to Robert L. Shemwell, Jr., et ux by deed of record in Deed Book 86, page 369, of the land records of DeSoto County, Mississippi., LESS AND EXCEPT TRACT I, 40 acres.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and so-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 expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 19 day of April 19 76

W. L. Reid, Jr.

STATE OF MISSISSIPPI,
COUNTY OF

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named W. L. Reid, Jr.

who severally acknowledged that

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 19 day of April 19 76

My Commission Expires: My Commission Expires Jan. 7, 1978

Eileen B. 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. 20th day of April 1976, and that the same has been recorded in Book 195 Page 587 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 21st day of April 1976.

Fees $ 5.00 nd.

SEAL H. W. Seymour CLERK

590

CANCELLED BY AUTHORITY RECORDED IN BOOK 298 PAGE 69
THIS 30 DAY OF May 19 83
CHANCERY CLERK

STATE OF MISSISSIPPI
FHA FORM NO. 2135M
Revised February 1973

DEED OF TRUST

This form is used in connection with deeds of trust insured under the one- to four-family provisions of the National Housing Act.

THIS DEED OF TRUST, made and entered into this 15th day of April, 1976, by and between

Charles M. Thomas et ux Deborah Thomas

, hereinafter called the Grantor; Kent E. Lovelace, Jr.
, hereinafter called the Trustee, and

Hancock Mortgage Corporation

and existing under the laws of the State of Mississippi, a corporation organized and post-office address at 2500 Fourteenth Street, Gulfport, Ms. 39501, having its principal office Beneficiary; , hereinafter called the

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar ($1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described real estate, together with all buildings and improvements thereon (or that may hereafter be erected thereon); and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all plumbing, heating, and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises, situated in the County of DeSoto, State of Mississippi, to wit:

Beginning at a point in the westerly line of Briarwood Drive a distance of 580.23 feet (produced) from the southerly line of Goodman Road; thence continuing southwardly along the westerly line of Briarwood Drive a distance of 70.00 feet to a point; thence westwardly a distance of 130.00 feet to a point; thence northwardly a distance of 61.64 feet to a point; thence eastwardly a distance of 130.00 feet to the point of beginning, being Lot 868, Section B, DeSoto Village Subdivision, as per plat thereof in Plat Book 8, Pages 12-15, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The Grantors do hereby warrant that the above described property is their homestead and Deborah Thomas executes this Deed of Trust, the Promissory Note secured hereby, and all other documents in connection with this loan by virtue of the provisions of Section 93-3-11 of the Mississippi Code of 1972.
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 Hancock Mortgage Corporation

and existing under the laws of the State of Mississippi, a corporation organized of a certain promissory note of even date herewith in the principal sum of NINETEEN THOUSAND AND 00/100---------- Dollars ($ 19,000.00--------), with interest from date at the rate of Eight & One-half per centum (8.50 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of, the payment

Hancock Mortgage Corporation, 2500 Fourteenth Street

in Gulfport, Ms. 39501

or at such other place as the holder may designate, in writing, in monthly installments of ONE HUNDRED FORTY SIX & 11/100------Dollars ($ 146.11----------), 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 (½) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under *(b)* of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under *(b)* of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of *(a)* of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of *(b)* of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under *(b)* of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under *(a)* of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the indebtedness secured hereby, whether due or not.

9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within sixty days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the sixty day period of time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebtedness secured and intended to be secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed

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in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note, or the duly authorized Attorney-in-Fact of either, is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Charles M. Thomas

Charles M. Thomas

Deborah Thomas

Deborah Thomas

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me, the undersigned authority in and for the said County, the within named Charles M. Thomas and Deborah Thomas, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 15th day of April 1976.

Bobbie M Bennett

Notary Public

STATE OF MISSISSIPPI
COUNTY OF DESOTO } ss:

My Commission Expires: [illegible]

I, H. D. Ferguson, Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at 9:50 o'clock A. M., on the 20 day of April 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 50 minutes A M. 20th day of April 1976, and that the same has been recorded in Book 198 Page 592 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 21st day of April 1976.

Fees $ 5.00 pd.

SEAL H. D. Ferguson CLERK

5.00 pd Huggins & Brown

GPO 943-187

593

CANCELLED BY AUTHORITY RECORDED IN BOOK 201 PAGE 1
THIS 10 DAY OF June 19 76
W. D. Ferguson
CHANCERY CLERK

To Complete
Real Estate Set
Enter
1. Terminal Address
2. Operator Identification
3. Transaction Code
4. Account Number

DEED OF TRUST

Lender – Beneficiary
FORD MOTOR CREDIT COMPANY

1274 ST LN RD SHAVEN MS 38671
(NUMBER AND STREET) (CITY)

NAME (BORROWER(S) GRANTOR(S))
JAMES E FREE

6234 CHESTERFIELD DR

SOUTHAVEN MISS 38671

SPOUSE LYNN	FINANCE CHARGE $ 8678.52		OFFICIAL FEES $ 4.50	TOTAL OF PAYMENTS $ 27600.00		
CASH ADVANCE $ 18916.98	INSURANCE PREMIUMS: PHYSICAL DAMAGE $ NONE	CREDIT LIFE $ NONE	CREDIT DISABILITY $ NONE		AMOUNT FINANCED $ 18921.48	
ANNUAL PERCENTAGE RATE 15.98 %	NOTE IS PAYABLE IN MONTHLY PAYMENTS, THE FIRST ONE OF $ 460.00 AND 59 $ 460.00 EACH EXCEPT FINAL PAYMENT SHALL BE UNPAID PRINCIPAL AND INTEREST		FIRST PAYMENT 5-15-76	FINAL PAYMENT DUE 4-15-81		
AGE	SPOUSE AGE					
	HOMEOWNER'S INSURANCE PREMIUM $	FIRE INSURANCE PREMIUM $	APPRAISAL FEE $	TITLE EXAMINATION FEE $		EARLY REFUND CREDIT $

WHEREAS, the undersigned Grantor, James E. Free and wife Lynn Free

whose address is 6234 Chesterfield Dr. Southaven DeSoto Mississippi
(NUMBER AND STREET) (CITY) (COUNTY) (STATE)

owes FORD MOTOR CREDIT COMPANY, hereinafter called the Beneficiary, the sum set forth above as the Total of Payments, evidenced by a promissory note of even date herewith executed by the Grantor in favor of the Beneficiary; payable as above set forth, which note is by reference incorporated herein and made part hereof; and

WHEREAS, the said Grantor desires to secure the prompt payment of said indebtedness at the maturity thereof;

NOW, THEREFORE, in consideration of $10.00 cash in hand paid by Wendell 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 404, Section E, Carriage Hills Subdivision, in Section 24, Township 1 South, Range 8 west, as per plat thereof recorded in Plat Book 4, Pages 17 & 18 in office of the Chancery Clerk of DeSoto County, Mississippi.

CLO 811323 Jul 74 Previous editions may NOT be used.

The warranty of this conveyance is subject only to the following:

It is understood and agreed that this conveyance is made subject to and that the parties hereto have agreed upon and are bound by the following covenants, stipulations, and conditions:

1. Grantor binds and obligates himself to provide and maintain insurance upon the buildings situated on the above described property against loss or damage by fire, windstorm, and other hazards, satisfactory to and with loss payable to the Beneficiary during the continuance of this Deed of Trust. Each insurance company involved is authorized and directed to make payment for any loss directly to the Beneficiary.

2. The Grantor binds himself to pay all taxes and assessments on and against said property as they shall fall due and shall promptly forward the original tax receipts to the Beneficiary.

3. The rents, issues and profits of all of said property are specifically pledged to the payment of the indebtedness hereby secured and all other obligations which may accrue under the terms of this Deed of Trust. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it should become necessary to protect the lien of this conveyance, the Beneficiary or any owner or holder of the note secured hereby shall have the right to forthwith enter into and upon said property and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits, and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

4. The Grantor further represents unto the said Beneficiary for the purpose of obtaining the loan secured by this instrument, that there are no liens or encumbrances against the property conveyed herein except as shown above.

5. Should the Grantor fail to pay all taxes and assessments, or to insure the property as hereinabove stipulated, or fail to pay promptly all judgments which may become liens on the property, then the said Beneficiary, or its assigns may, pay any such unpaid taxes, assessments, liens or judgments and insure said improvements, and without notice, declare the whole debt secured by this Deed of Trust to be due and payable and proceed to foreclose same at once. All taxes, assessments, liens, judgments and insurance premiums paid by the said Beneficiary or its assigns, and all necessary expenses incurred by said Beneficiary or its assigns in connection therewith, including any expense incurred in defending the title of the Grantor to said property or in defending this Deed of Trust, or in seeking to have this Deed of Trust reformed by judicial proceedings, shall constitute a part of the debt secured by this Deed of Trust and become immediately due and payable to the said Beneficiary or its assigns.

6. In the event the Grantor shall fail to keep the buildings hereinabove conveyed in good condition and repair, Beneficiary or its assigns shall have the right to make any repairs, or improvements, and any such expenditure will be a legitimate indebtedness against the Grantor and against the property embraced in this Deed of Trust, and the cost of such repairs or improvements will become part of the debt secured by this instrument.

7. Failure by the Grantor to pay the above indebtedness, or any instalments thereon as they shall become due, or do or perform any of the above covenants and agreements, shall cause the entire indebtedness to become due and payable at the option of said Beneficiary or its assigns, and shall fully empower the Beneficiary or its assigns to have the Trustee execute his Trust, and said Beneficiary or its assigns shall not be required to declare such acceleration in writing or give notice thereof.

8. If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the Trustee or any successor in said trust shall have full power, in case he is directed to foreclose under this instrument, to select in which county or judicial district the sale of all of the above property shall be made. The Trustee or any successor in said Trust shall have full power to fix the day, time, terms and place of sale, and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose, but said appointment of agent need not be recorded. Beneficiary or its assigns shall have the same right to purchase at such sale as if a stranger to this instrument.

9. The Grantor waives the provisions of Chapter 248, Laws of Mississippi of 1934, and laws amendatory thereof, if any, insofar as said Section restricts the right of the Trustee to offer at sale more than one hundred sixty acres at a time, and the Trustee may offer the property herein conveyed as a whole regardless of the manner in which it may be described.

10. The attorney's fees provided for in the above described note and the Trustee's fee provided for in this Deed of Trust are hereby made liens on said property, and the Grantor hereby promises to pay the same should they become due under the terms of said note and this Deed of Trust.

11. If the legal holder of said note secured hereby proceeds in equity to foreclose this Deed of Trust, then a reasonable fee shall be allowed by the Court to the attorney representing such holder.

12. The said Beneficiary, or any owner or holder of the note secured hereby, may at pleasure and without notice appoint successive trustees in the place of said Trustee who shall have all the powers as are herein vested in the above named Trustee.

13. Whenever in this Deed of Trust the context so requires, the singular number shall include the plural, and the plural the singular; the holder of the note shall be deemed to refer to and include the owner of the debt; the word Beneficiary shall at all times include the then holder of the note secured hereby.

This conveyance, however, is in Trust to secure the prompt payment of the aforesaid indebtedness, and all other indebtedness that may become due and owing to the Beneficiary under the terms of this instrument and secured hereby, including the payment of any sum expended or any indebtedness incurred by the Beneficiary herein, or any owner or holder of the note secured hereby, in the payment of premiums for insurance, or in the payment of taxes on said property, or in the payment of attorney's fees or other items expended in protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, then this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note secured hereby, or of any installment thereon, or in the payment when due and demandable of any other item of indebtedness secured hereby, or if default is made in any other covenant herein contained, then the entire principal sum secured hereby and all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the Beneficiary, of the owner or holder of said note, be and become at once due and payable, and the Trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note secured hereby, sell said property or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55, Mississippi Code of 1972, Recompiled, and amendments, if any, thereto, and the Trustee shall make deed to the purchaser or purchasers. Should the Beneficiary, or the owner or holder of the note secured hereby be a corporation, then a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. Out of the proceeds from such sale, the cost and expense of executing this Deed of Trust shall first be paid, including a reasonable Trustee's fee, and the attorney's fee prescribed in said note, or a reasonable attorney's fee if none be prescribed in said note, next the amount of said indebtedness then remaining unpaid, and lastly, any balance remaining shall be paid to the Grantor.

WITNESS the signature of the Grantor, this the 8th day of April, 19 76.

James E. Free — James E. Free

Lynn Free — Lynn Free

STATE OF MISSISSIPPI

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named James E Free and wife Lynn Free

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 April, 19 76.

My commission expires:

May 25, 1977

NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 50 minutes A M. 20th day of April 1976, and that the same has been recorded in Book 198 Page 593 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 21st day of April 1976.

SEAL H. H. Ferguson CLERK

Fees $ 4.50 pd.

596

Paid, Satisfied and Cancelled
This 7 day of July 1971
The Hernando Bank
By [illegible]
Attest
B.D. Ferguson
Chancery Clerk
By D.C.

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1965)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between James O. Combs and wife, Phyllis Y. Combs

of the first part, hereinafter designated as the Grantor,

William W. Ballard Trustee, of the second part, hereinafter designated as Trustee, and

The Hernando Bank Hernando, Ms. of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Three Thousand One Hundred Eighty and 24/100 ---------- DOLLARS ($ 3,180.24) 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 maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

$3,180.24 evidenced by one promissory note of even date and like amount herewith, due and payable in 36 monthly installments of $88.34 each, with the first of said monthly installments due and payable on or before May 15, 1976, and one of said monthly installments due and payable on or before the 15th day of each consecutive month thereafter until all of said indebtedness shall be paid in full with interest from maturity at 10% per annum.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the State of Mississippi, and more particularly described as follows, to-wit:

THE LAND LYING AND BEING SITUATED IN SECTION TWENTY-THREE (23), TOWNSHIP TWO (2) SOUTH, RANGE SEVEN (7) WEST, DESOTO COUNTY, MISSISSIPPI:

Lot 129, 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.

(over)

Copyright Mississippi Bankers Association

This is a second mortgage to that instrument of record in Real Estate Trust Deed Book 148, Page 95 of the land records of said county and state.

This trust deed is issued in renewal and extension of a prior trust deed in favor of The Hernando Bank dated September 7, 1973 and recorded in Book 165, Page 482 Real Estate Trust Deeds of DeSoto County, Ms. on September 14, 1973.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 16th day of April 19 76

James O. Combs

James O. Combs

Phyllis Y. Combs

Phyllis Y. Combs

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 O. Combs and wife, Phyllis Y. Combs 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 April 19 76

My Commission Expires: My Commission Expires Jan. 7, 1978

Eileen M. Barbee

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
no minutes A.M. 26th day of April 1976, and that the same has
been recorded in Book 198 at page 586 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal of office this the 26th day of April 1976.

Fees $ 5.00 pd.

W. H. Ferguson Clerk

AT-301 A-ST
Rev. 10-9-72

Mtgr. V. NORMAN DOWLER, JR

FNMA No. 123 5339608

FHA/VA No. 281-060808 203b

STATE OF MISSISSIPPI)
)ss.
COUNTY OF Desoto)

FULL RELEASE OF LIEN

FOR VALUE RECEIVED, the undersigned, FEDERAL NATIONAL MORTGAGE ASSOCIATION, a corporation organized under laws of the United States, having its principal office in the City of Washington, District of Columbia, does hereby acknowledge receipt of payment in full of the following described Deed of Trust and the indebtedness thereby secured, to wit:

Mortgage dated 26th November 1969, executed by V. NORMAN DOWLER, JR. and wife LINDA L. DOWLER, to COLONIAL SAVINGS & LOAN, in the original principal amount of $ 24,400.00, said mortgage recorded in Book 114, Page 71, Office of the Judge of Probate Court, DESOTO County, Mississippi; transferred to FEDERAL NATIONAL MORTGAGE ASSOCIATION by COLONIAL SAVINGS & LOAN by Assignment dated 5th December 1969 and recorded in Book 114, Page 192, aforesaid records.

The said Deed of Trust and the indebtedness thereby secured are hereby cancelled, released and discharged.

IN WITNESS WHEREOF, the said FEDERAL NATIONAL MORTGAGE ASSOCIATION has caused this instrument to be executed by David J. Evans its, duly authorized Assistant Vice President, this 6th day of April, 1976.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (SEAL)

By: David J. Evans

David J. Evans Assistant Vice President

STATE OF GEORGIA)
)SS.
COUNTY OF FULTON)

Personally appeared before me, the undersigned Notary Public in and for the aforesaid County and State, David J. Evans who acknowledged that he is the Assistant Vice President of Federal National Mortgage Association and that, for and on behalf of said corporation and as its act and deed, he signed and delivered the foregoing instrument on the day and year therein mentioned, being first duly authorized to do so by said corporation.

Witness my signature and official seal this 6th day of April, 19 76.

Vickie G. O'Kelley
Notary Public, Georgia at Large
My Commission Expires:
(SEAL)

VICKIE G. O'KELLEY
My commission expires: Sept. 24, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 50 minutes A M. 20th day of April 1976, and that the same has been recorded in Book 196 Page 599 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 21st day of April 1976.

Fees $ 2.50 pd. SEAL H. P. Ferguson CLERK

600

349985

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 VICTOR H. AND WIFE SANDRA A. MCCRORY to FIRST NATIONAL BANK OF MEMPHIS and recorded on Page 363 of Book Number 148 of the Record of Deeds or Deeds of Trust in your office.

This 9 day of April, 19 76.

THE FIRST NATIONAL BANK OF MEMPHIS

By _____
Fred Ouderkirk
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 Fred Ouderkirk Operations Officer who acknowledged that He signed and delivered the foregoing instrument on the day and year therein mentioned, as His act and deed.

Given under my hand and official seal, this 9 day of April 76, AD, 19 .

_____
Notary Public

MY COMMISSION EXPIRES NOV. 27, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 21st day of April 1976, and that the same has been recorded in Book 148 Page 600 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 21st day of April 1976.

Fees: 2.50

SEAL H. H. Ferguson CLERK

11167-55845

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 and sufficiency of all of which is hereby acknowledged, the undersigned Melville Chapin and Paul E. Cundey, not individually but as trustees of Security Mortgage Investors, a Massachusetts Business Trust do hereby grant, bargain, sell, convey and assign unto North American Acceptance Corporation all of its rights, title and interest in and to that certain deed of trust from Nellie Ingram to David N. Guinn, Trustee recorded in Deed Book 120, Page 617, DeSoto County, Mississippi, together with the debt thereby secured, the note therein described and all interest of the undersigned in and to the land and property conveyed by said deed of trust.

TO HAVE AND TO HOLD unto the said North American Acceptance Corporation, their successors and assigns forever.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed this 25th day of February, 1976.

SECURITY MORTGAGE INVESTORS

By: Melville O. Martin
Vice President

Attest: John [illegible]
Secretary

STATE OF New York
COUNTY OF New York

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, and while within my official jurisdiction, _____ Melville O. Martin and John [illegible] personally known to me to be the _____ Vice President and _____ Secretary of the within named SECURITY MORTGAGE INVESTORS, who acknowledged that they signed, sealed and delivered the above and foregoing instrument of writing 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 to do so.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE this the 25th day of February, 1976.

My Commission Expires:

EILEEN M. CAPPETTA
Notary Public, State of New York
No. 31-4518463
Qualified in New York County
Commission Expires March 30, 1976

Eileen M. Cappetta
Notary Public

This instrument prepared by:

William A. Coyle
1720 Peachtree Rd.
Atlanta, Georgia

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 20th day of April 1976, and that the same has been recorded in Book 185 Page 601 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 21st day of April 1976.

H. D. Ferguson
CHANCERY CLERK

Fees $2.50 pd

602

Deed of Trust
Satisfaction

Know All Men By These Presents: That

NORTH AMERICAN ACCEPTANCE CORPORATION

a corporation existing under the laws of the State of Georgia
the owner and holder of a certain DEED OF TRUST executed by Nellie Ingram

to David N. Quinn Trustee

For Benefit of SOLMICA OF THE SOUTH, INC.

bearing date the 16 day of September, A.D. 1970, recorded in DEED
Book 120, page 617, in the office of the Register of Deeds
of DeSOTA County, State of MISSISSIPPI securing that certain note
in the principal sum of Twenty Six Hundred Eighty Eight and no/100

Dollars, and certain promises and obligations set forth in said DEED OF TRUST upon the property situate in said State and County described as follows, to-wit:

hereby acknowledges full payment and satisfaction of said note and DEED OF TRUST and surrenders the same as cancelled, and hereby directs the Register of Deeds to cancel the same of record.

In Witness Whereof the said corporation has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the 24 day of March, A.D. 19 76

NORTH AMERICAN ACCEPTANCE CORPORATION CORPORATE SEAL SEAL 1963 GEORGIA

ATTEST: J. W. Harris Assistant Secretary

Signed, sealed and delivered in the presence of:

NORTH AMERICAN ACCEPTANCE CORPORATION

By Lewis White, Jr. Vice President

STATE OF GEORGIA

COUNTY OF FULTON }

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Lewis White, Jr., and J. W. Harris

well known to me to be the Vice President and Assistant Secretary respectively of NORTH AMERICAN ACCEPTANCE CORPORATION a corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24 day of March, A.D. 19 76

Notary Public,
My Commission expires 1-29-77

THIS INSTRUMENT WAS PREPARED BY
NORTH AMERICAN ACCEPTANCE CORPORATION
Atlanta, Georgia

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. on the 20th day of April, 1976, and that the same has
been recorded in Book 112 Page 602 records of REAL ESTATE Trust Deed
of said County.

Witness my signature this the 21st day of April, 1976.

Fees $2.50

SEAL H. H. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 242 PAGE 354
THIS 10 DAY OF May 19 79
B. B. Ferguson
CHANCERY CLERK

Form Mc. F-811

Deed of Trust

This Indenture Made this the day of 19 , by and between Eldon H. Cross of the first part, J. R. Wilson and W. W. Clayborne of the second part, as Trustee, and Union Planters National Bank 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 his successors in trust, the following described real estate situated in the county of Desoto and STATE OF MISSISSIPPI, to-wit:

Lots 55, 56, 57 and 58 in Section A of Lake of the Hills Subdivision, as shown on plat appearing of record in Plat Book 2, Pages 29-33, in the Office of the Chancery Clerk of Desoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 20, Township 3, Range 9 West.

TO HAVE AND TO HOLD the same, together with all the rights, privileges and appurtenances thereunto belonging, including all rights of homestead, unto the party of the second part, and unto his 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 Forty-one Hundred four and 74/100---------- dollars

One promissory instalment note of even date herewith executed by Eldon H. Cross, payable to the order of Union Planters National Bank at its place of business in Memphis, Tennessee, in the sum of $4,104.74 in thirty-six monthly instalments being in the sum of $138.55 each on the 15th day of each month, beginning May 15th, 1976, until the whole sum is paid with interest after maturity at ten percent per annum, and any and all other amounts the said first party herein owes at this time or shall hereafter during the tenure of this Trust Deed owe the Union Planters National Bank

The party of the first part hereby COVENANTS and AGREES with the parties of the second and third part as follows:

TAXES—To pay all taxes, assessments and charges of every character which are now due or which may hereafter become liens on said real estate, also all taxes assessed in Mississippi against said second or third parties, or their assigns on the note, this deed of trust, or debt secured hereby, and to deliver to the third party receipts showing payment thereof, and, if not paid, the third party may pay such taxes, liens or assessments, and this deed of trust shall stand as security for the amount so paid, with interest, and the sum or sums so paid shall be immediately due and payable, and may be recovered from the party of the first part, with interest at the rate of eight per cent per annum. If such payment by the party of the first part cannot be legally made, the party of the third part or assigns may, at its option and without notice, declare the whole of the debt hereby secured due and payable.

INSURANCE—To keep the buildings on said premises insured in some responsible company, approved by the party of the third part, for the insurable value thereof, with the regulation mortgagee's subrogation clause attached, making said insurance payable, in case of loss, to the party of the third part, as his interest may appear, and deliver the policy and renewal receipts therefor to said third party. In case of failure to keep said buildings so insured, the holder of this deed of trust may effect such insurance, and the amount so paid shall be collectible from the party of the first part, with interest at eight per cent per annum, and this deed of trust shall stand as security therefor.

EXCESS CHARGES—That the said party of the third part shall not be liable for the payment of any charges or interest provided for in this deed of trust that may be found could not lawfully be made under the laws of the State of Mississippi, it being fully agreed and understood that it is the intention of the party of the third part that this deed of trust shall in all re-

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specta 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 trustee 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.

Eldon H. Cross (SEAL) (SEAL) (SEAL) (SEAL) (SEAL) (SEAL)

STATE OF Tennessee
COUNTY OF Shelby } ss. Acknowledgment.

Personally appeared before me, the undersigned

in and for the State and County aforesaid, the within-named Eldon H. Cross

who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and seal, this the 9th day of April 19 76

Notary Public.

My Commission Expires 4-15-78

Clayborne

al Bank

ss.

Clerk

and ex-officio
aforesaid, do
ument of writ-
e on the
day of
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been this day
ledgment and

al, fixed this
19
Clerk.

onal Bank

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
no minutes A M. 20th day of April 1976, and that the same has
been recorded in Book 198 Page 603 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 21st day of April 1976.

Fees $ 3.00 pd. SEAL H. H. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 210 PAGE 155
THIS 11 DAY OF Sept 19 77
W. D. Lee Woods
CHANCERY CLERK

LICENSED LENDER
FINANCEAMERICA CORPORATION

LAND DEED OF TRUST

704 NATCHEZ DRIVE WALLS, MISSISSIPPI 38680
NO. AND STREET CITY

NO. R40804-7 | MONTHLY INSTALLMENT DUE DATE 26

MORTGAGORS—BORROWERS
Leo F. Shea
704 Natchez Drive
Walls, Mississippi 38680

Maryann W.
SPOUSE

LOAN DATE				
		4-19-76		
INTEREST (DISCOUNT)	SERVICE CHARGE	COMBINED DISC. & SERV. CHG.	OFFICIAL FEES	TOTAL OF PAYMENTS
$	$	$ 1011.93	3.50	3852.00
				PRINCIPAL AMT OF LOAN $ 2840.07
NOTE IS PAYABLE IN MONTHLY PAYMENTS, THE FIRST ONE			FIRST PAYMENT DUE	FINAL PAYMENT DUE
35 @ 107.00 AND 35 @ 107.00			5-26-76	4-26-79
EACH EXCEPT FINAL PAYMENT SHALL BE UNPAID BALANCE				
RATE				RESCISSION DATE 4-22-76

THIS DEED OF TRUST, made and entered into the day and year below written by and between the Borrowers named above of the first part, hereinafter designated as the GRANTORS; Robert Q. Whitwell Trustee, of the second part, hereinafter designated as TRUSTEE; and the LICENSED LENDER named above, of the third part, hereinafter designated as the BENEFICIARY;

WITNESSETH: THAT WHEREAS the Grantors are justly indebted to the Beneficiary in the total note (Contract of Loan) amount shown above, evidenced by promissory note of even date herewith payable as above set forth, each and every term, condition and stipulation contained in said note is specifically made a part of this agreement;

AND WHEREAS, Grantors are anxious to secure the payment of said indebtedness, together with any other indebtedness that may become due and owing under the terms of this instrument;

THEREFORE, in consideration of One Dollar ($1.00), to the undersigned Grantors this day paid by the aforesaid Trustee, receipt whereof is hereby acknowledged, the Grantors do hereby convey and warrant unto the said Trustee the below described land and property situated in DeSoto County, Mississippi, to wit:

Lot 211, Section C, Twin Lakes Subdivision, in Section 6, Township 2 South, Range 8 West, as per plat thereof recorded in Plat Book 8, Pages 41, 42, and 43, in the office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

This deed of trust secures not only the aforementioned indebtedness but also such future and additional advances as may be made to the Grantors, or either of them, by the Beneficiary in a sum of not exceeding $10,000.00 before the cancellation of record of this instrument.

Grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on the premises insured against loss or damage by fire, storm, and other hazards in such reliable insurance company or companies as may be acceptable to beneficiary and in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to beneficiary, his successors or assigns, and Grantors as their interests may appear. In the event of loss, grantor shall immediately give notice by mail to beneficiary who may make proof of loss if the same is not promptly made by grantor.

Grantor will pay all taxes and assessments, general or special, which may be assessed against the land, premises, or property, or on the interest of trustee or beneficiary therein, or on 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 on either trustee or beneficiary, and further will furnish annually to beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

The failure on the part of 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 on trustee or beneficiary, or on the rendering by any Court of competent jurisdiction of a decision that the stipulation or provisions herein covering the payment of taxes or assessments is legally inoperative, shall give to beneficiary or to the owner or holder of the note 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 trustee, or his successor, in accordance with the provisions of this conveyance hereinafter set out. But in case such default consists in the failure to keep the property insured or to pay the taxes herein required, beneficiary, or the owner or holder of the note secured hereby, may procure the insurance and pay the taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring such insurance or in paying the taxes or assessments or in redeeming the 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 beneficiary or the owner or holder of the note secured hereby elects to advance insurance premiums and/or taxes, the receipt of an agent of the insurance company or companies in which the insurace 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, be conclusive as between the parties to this conveyance of the amount and validity of the taxes or assessments and of the fact of the payment thereof.

690 Miss.

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The Beneficiary or any owner of the note, notes or indebtedness secured hereby, may at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the Trustee herein named. If the Beneficiary, or the owner or holder of the note, notes or indebtedness secured hereby, be a corporation, such appointment may be made by any one of its officers or agents.

THIS CONVEYANCE IS IN TRUST. Should Grantors pay said indebtedness and interest owing thereon at maturity, as well as any other indebtedness to said Beneficiary represented by other notes, open account, overdraft, obligations, or otherwise, this conveyance shall be void; otherwise at the request of said Beneficiary, or any holder of said indebtedness, said Trustee, or any successor appointed in his place, shall sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid, after having published notice of the time, place and terms of sale in some newspaper published in said County for three consecutive weeks preceding the date of said sale; and by posting one notice thereof at the Court House of said County for said time. Out of the proceeds, arising from said sale, the amount of said indebtedness then remaining unpaid shall first be paid, and any balance remaining, shall be then paid the Grantors, or to their proper representatives.

In witness whereof, the Grantors hereunto set their hands and seals this ..... day of ..... 19 .....

Signed in the presence of:

Linda L. Shaw

Barbara P. Huber

X Leo F. Shea (SEAL)

X Maryann W. Shea (SEAL)

X ..... (SEAL)

X ..... (SEAL)

STATE OF MISSISSIPPI,

..... County.

Personally appeared before me, the undersigned NOTARY PUBLIC in and for said County, the within named LEO F & MARYANN W SHEA

who acknowledged that they signed and delivered the foregoing instrument on the day and year herein mentioned.

Given under my hand and official seal of this 19th day of April 1976

My Commission Expires April 22, 1978

Rebecca L McCarley

Re
Sa

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock PM. on 2 minutes P M. 2nd day of April 1976, and that the same has been recorded in Book 198 Page 605 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 21st day of April 1976.

Fees$ 3.50 pd.

SEAL H. H. Ferguson CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

CORRECTED

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between Charles E. Gray and wife, Alma L. Gray, Parties

of the first part, hereinafter designated as the Grantor, C. W. Kelly

Trustee, of the second part, hereinafter designated as Trustee, and Bonnie Wallace Turberville and David Fowler Wallace, Parties

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 and no/100 ---------- DOLLARS ($ 65,000.00) evidenced by a promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 8 1/2 per centum per annum after March 1, 1976 , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Payable in one hundred twenty-one (121) equal amortized monthly installments of Eight Hundred and no/100 ($800.00) Dollars each with the one hundred twenty-second (122) and last installment being Three Hundred Twenty-One and 31/100 ($321.39) Dollars, the first of said installments due on July 1, 1976. The parties of the first part shall have prepayment privileges.

C.W.K. & A.L.G.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSoto State of Mississippi, and more particularly described as follows, to-wit:

Beginning at a point on the East R.O.W. of Southview Street said point of beginning being 568.11 feet North of the North R.O.W. of State Line Road; thence run N 1°-34'-13" E along the said East R.O.W. of Southview Street a distance of 100.0 feet to a point; thence run S 89°-20'-17" E a distance of 214.41 feet to a point; thence run S 1°-36'-13" W a distance of 100.0 feet to a point; thence run N 89°-16'-17" W a distance of 214.41 feet to the point of beginning and containing 0.49 acre. This property being part of Lot 2, Southview Street, Commercial Park, Section 13, Township 1 South, Range 8 West, DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

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Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 1st day of March 19 76

Charles E. Gray
Charles E. Gray

Alma L. Gray
Alma L. Gray

STATE OF TENNESSEE
COUNTY OF SHELBY

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Charles E. Gray and Alma L. Gray 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 19 76

My Commission Expires: April 21, 1979

Notary Public

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IN TESTIMONY WHEREOF, witness the signature of the grantor this the 2nd day of April, 1976, which was executed for the purpose of acknowledging the correction on the Deed on Trust regarding the date of the first installment payment due under the promissory note referred to herein which should be changed from April 1, 1976 to July 1, 1976.

Charles E. Gray
Charles E. Gray

Alma L. Gray
Alma L. Gray

STATE OF TENNESSEE)
COUNTY OF SHELBY)

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Charles E. Gray and Alma L. Gray, who acknowledged that they signed the foregoing on the day and year therein mentioned.

Given under my hand and official seal, this the 2nd day of April, 1976.

Notary Public

My Commission expires:
4/21/79

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 21st day of April 1976, and that the same has been recorded in Book 198 Page 607 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 21st day of April 1976.

Fees $ 6.20 pd.

SEAL H. R. Ferguson CLERK

Assignment of this Instrument Recorded in Real Estate T/D Book No. 422 Page 131 Date the 1st day of Dec. 19 87 N.S.
W.B. Ferguson Clerk

CANCELLED BY AUTHORITY, RECORDED IN BOOK 1114 PAGE 252.
THIS 26 DAY OF May, 19 99
W E Davis
CHANCERY CLERK
by B Cleveland d.c.

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 Roy L. Hill and wife Margie J. Hill and , his wife residing in DeSoto County Mississippi, whose post office address is P.O. Box #711, Olive Branch, Mississippi 38654, grantor(s), herein called "Borrower," and Aaron Goolsby

as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, beneficiary, herein called the "Government," 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:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
April 19, 1976	$20,170.00	8 & 1/2	April 19, 2006

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:

Two (2) acres described as beginning at the southeast corner of the 140 acres that was purchased from Mrs. Mollie J. Hall, et al, under date of December 26, 1936, as recorded in Book 26, page 36, Land Deed Records, DeSoto County, Mississippi; run thence north 420 feet to a stake; thence west 210 feet to a stake; thence south 420 feet to a stake on the south boundary line of Section 22, Township 2, Range 6; thence east 210 feet along the south boundary line of said Section 22 to the point of beginning, containing 2 acres, more or less and being situated in Section 22, Township 2, Range 6 West.

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Subject to zoning regulations in effect in DeSoto County, Mississippi and subject to rights of ways and easements for public roads and public utilities.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for himself, his heirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determined.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend 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 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 ayone 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 19th day of April, 19 76.

Roy L. Hill

Roy L. Hill

Margie J. Hill

Margie J. Hill

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 Roy L. Hill and Margie J. Hill, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 19th day of April, 19 76.

Sarah J Bethune
(Signature)

Notary Public
(Title)

(SEAL)

My Commission Expires: 3-24-79

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 20 day of April 1976, and that the same has been recorded in Book 198 Page 611 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 21 day of April 1976.

Fees$ 5.00 pd.

SEAL H. H. Ferguson CLERK

Assignment of this Instrument Recorded in
Real estate T/D Book
No. 422 Page 131
This the 1st day of Dec. 19 87
W. H. Ferguson Clerk
by S. Taylor, D.C.

CANCELLED BY AUTHORITY RECORDED IN BOOK
670 PAGE 739
THIS 12 Nov. 19 93
W. E Davis by N. Graham Dep
CHANCERY 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 David G. Spencer and Shirley L. Spencer and , his wife residing in DeSoto County Mississippi, whose post office address is Route 3, Box 104, Collierville, Tennessee , ~~XXXXXXX~~ , grantor(s), herein called "Borrower," and Aaron Goolsby , as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, beneficiary, herein called the "Government," 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:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
April 16, 1976	$19,400.00	8- 1/2	April 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:

2.10 acres in the Northeast Quarter of Section 20, Township 1 South, Range 5 West, DeSoto County, Mississippi, described as Beginning at a point 464 feet south of the Northeast Corner of Section 20, Township 1 South, Range 5 West, DeSoto County, Mississippi; thence South 3 degrees 30 minutes East along the center of Center Hill Road 305 feet to a steel spindle; thence South 85 degrees 50 minutes West along H. P. Looney south line 264 feet to a point; thence North 3 degrees 30 minutes West 418 feet to a point; thence South 70 degrees 10 minutes East 278 feet to the point of beginning and containing 2.10 acres, less public road right-of-way, subject to subdivision and zoning regulations in effect in DeSoto County, Mississippi, and matters that might be shown on a current and accurate survey.

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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 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 ayone 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 16th day of April, 19 76.

David G. Spencer

Shirley L. Spencer

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 David G. Spencer and Shirley L. Spencer 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 April, 19 76.

Barbara C Pennington
(Signature)

Notary Public (Title)

(SEAL)

My Commission Expires: 9-30-79

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 20 day of April 1976, and that the same has been recorded in Book 198 Page 615 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 21 day of April 1976.

Fees $ 5.00 pd.

SEAL H. P. Ferguson CLERK

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain deed of trust executed by Calvin Richardson and wife, Veronia Richardson and Evelyn Richardson to A. Sinclair May, Trustee for J & L Construction Company, which deed of trust is recorded in Book Number 104 at Page 189 of the records of the deeds of trust in your office, which deed of trust was assigned by J & L Construction Company to United States Finance Company, Inc. as shown by instrument recorded in Book Number 104 at page 470 of the records of deeds of trust in your office.

IN WITNESS WHEREOF, UniCapital Corporation (a Delaware Corporation) (Successor by Merger to United States Finance Company, Inc., a Florida Corporation) has caused its official seal and signature to be affixed hereto by its duly authorized officers, this the 8th day of April, 19 76.

UniCapital Corporation (a Delaware Corporation)
(Successor by Merger to United States Finance Company, Inc., a Florida Corporation)

By: Walter T. Skelton
Assistant Vice President

ATTEST:
Constance D. Halford
Assistant Secretary

STATE OF FLORIDA
COUNTY OF DUVAL

Personally appeared before me, the undersigned authority duly authorized by law to take acknowledgements in and for said County and State, the within named, Walter T. Skelton and Constance D. Halford who acknowledged to me that they are Assistant Vice President and Assistant Secretary, respectively, of UniCapital Corporation, 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 instrument of writing on the day and year therein mentioned, they being first duly authorized so to do by said corporation.

Given under my hand and official seal this, 8th day of April, 19 76.

NOTARY PUBLIC

Notary Public, State of Florida at Large
My Commission Expires March 20, 1979
Bonded by American Fire & Casualty Co.

bill
Unicapital Corp.
4077 Woodcock Dr.
Jacksonville, Fla.
32207

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock 05 minutes A.M. 20 day of April 1976, and that the same has been recorded in Book 198 Page 619 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 21 day of April 1976.

pd. 2.00

W. H. Ferguson

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F-1955 (Ala. & Miss.)
Rev. 11/75

PARTIAL RELEASE

FLB NO. 211851-11

STATE OF Mississippi
COUNTY/PARISH OF DeSoto

For value received, THE FEDERAL LAND BANK OF NEW ORLEANS, being the present owner of the indebtedness secured by that certain mortgage or deed of trust executed by N. Paul Allison and Shirley H. Allison, recorded in Book 161, Page 290, of the land mortgage records of DeSoto County, Mississippi, does hereby release from said mortgage/deed of trust the following:

The South Half of the Northwest Quarter of Section 32, Township 2 South, Range 6 West, being 80 acres.

The North Half of the Southwest Quarter of Section 32, Township 2 South, Range 6 West, being 80 acres.

Except as hereinabove provided, said Deed of Trust shall remain in full force and effect.

BKR

In witness whereof THE FEDERAL LAND BANK OF NEW ORLEANS, acting in its own behalf or acting through the Federal Land Bank Association of Senatobia, Mississippi under a duly recorded power of attorney, has affixed its signature this 20th day of April, 19 76.

THE FEDERAL LAND BANK OF NEW ORLEANS
BY: FEDERAL LAND BANK ASSOCIATION OF
Senatobia, Mississippi

BY: Bill K. Roberts
Its President

STATE OF Mississippi
COUNTY/PARISH OF Tate

I, the undersigned Notary Public in and for said County/Parish and State, hereby certify that Bill K. Roberts whose name as President of the Federal Land Bank Association of Senatobia, Mississippi, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me, on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, signed and delivered the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 20th day of April, 19 76.

Notary Public

(SEAL)

My commission expires 2/8/78

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 30 minutes P. M. 21 day of April 1976, and that the same has been recorded in Book 198 Page 620 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 21 day of April 1976.
Fees 2.50
SEAL H. P. Ferguson CLERK

CANCELLED BY AUTHORITY. RECORDED IN BOOK 431 PAGE 464
THIS 14th DAY OF March 19 88
W. E. Davis
Chancery Clerk
by A. Taylor, D.C.

FORM NO. 1961 REV. 1/75

No. 225761-61
PRINTED MATTER—1497 WORDS

DEED OF TRUST

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

WHEREAS,

Robert A. Whitten and wife, Evelyn Allen Whitten,

IS/ARE INDEBTED TO THE FEDERAL LAND BANK OF NEW ORLEANS, HEREINAFTER CALLED BENEFICIARY, IN THE SUM OF Thirty Five Thousand Dollars and no/100 Dollars ($35,000.00) 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 February ~~xx~~1996.

NOW, THEREFORE, TO SECURE THE PAYMENT OF SAID INDEBTEDNESS, ATTORNEY'S FEES AND THE PERFORMANCE OF COVENANTS AND AGREEMENTS HEREIN MADE,

Robert A. Whitten and wife, Evelyn Allen Whitten,

HEREINAFTER CALLED GRANTOR, WHETHER ONE OR MORE, IN CONSIDERATION OF THE PREMISES AND FIVE ($5.00) DOLLARS PAID TO GRANTOR BY Harry F. Beacham AS TRUSTEE, HEREINAFTER CALLED TRUSTEE, DOES HEREBY CONVEY AND WARRANT UNTO SAID TRUSTEE THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN DeSoto COUNTY, MISSISSIPPI, TO-WIT:

The lands situated inDeSoto County, Mississippi, described as follows, to-wit:

Fourteen (14) acres, situated in the Southwest Quarter of Section Thirty Five (35), Township Two (2), Range Seven (7) West,and more particularly described as follows:

Commencing at a point that is 660 feet North 5 degrees 30 minutes West of the Southwest corner of said Section 35; thence North 84 degrees 30 minutes East a distance of 21.3 feet to an iron pin, FOR THE POINT OF BEGINNING of the lands herein described; thence North 84 degrees 30 minutes East a distance of 638.7 feet to an iron pin; thence North 5 degrees 30 minutes West a distance of 737.88 feet to a point; thence North 84 degrees 30 minutes East a distance of 100.9 feet to a point; thence North 5 degrees 30 minutes West a distance of 210 feet to an iron pin; thence South 84 degrees 30 minutes West a distance of 626 feet to the East right of way line of the County Road; thence Southwardly along said right of way line a distance of 931.4 feet to the point of beginning, and as shown by Survey Plat of J. E. Lauderdale, Engineer, dated July, 1959, BUT SUBJECT TO additional right of way for widening of Malone County Road, a s shown by right of way deed to DeSoto County, Mississippi, dated July 30, 1968,and of record in Book 70, Page 275 of the Deed Records of said County, AND SUBJECT TO easement for electric curcuit purposes held by Mississippi Power and Light Co., as shown by instrument of record in Book 110, Page 631 of said Deed Records.

And containing 14 acres, more or less.

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GRANTOR FURTHER COVENANTS AND AGREES:

1. TO ASSESS SAID PROPERTY FOR TAXATION AND TO PAY WHEN DUE ALL TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS ASSESSED AGAINST SAID PROPERTY AND TO PROMPTLY FURNISH BENEFICIARY WITH TAX RECEIPTS EVIDENCING PAYMENT OF ALL TAXES.

2. TO INSURE AND KEEP INSURED BUILDINGS AND OTHER IMPROVEMENTS NOW OR, OR WHICH MAY HEREAFTER BE PLACED ON, SAID PREMISES, AGAINST LOSS OR DAMAGE BY FIRE, WINDSTORM AND/OR EXTENDED COVERAGE, AS REQUIRED BY BENEFICIARY, ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH, AND LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR, AT THE OPTION OF GRANTOR, AND SUBJECT TO GENERAL REGULATIONS OF THE FARM CREDIT ADMINISTRATION; SUMS SO RECEIVED BY BENEFICIARY MAY BE USED TO PAY FOR RECONSTRUCTION OF THE DESTROYED IMPROVEMENT(S); OR, IF NOT SO APPLIED MAY, AT THE OPTION OF THE BENEFICIARY, BE APPLIED IN PAYMENT OF ANY INDEBTEDNESS, MATURED OR UNMATURED, SECURED BY THIS DEED OF TRUST.

3. TO PROPERLY CARE FOR AND CULTIVATE SAID PROPERTY IN A FARMERLIKE MANNER, AND NOT TO COMMIT WASTE, CUT, REMOVE, OR DAMAGE TIMBER OR IMPROVEMENTS, OR ALLOW WASTE TO BE COMMITTED, OR TIMBER OR IMPROVEMENTS TO BE CUT, REMOVED, OR DAMAGED. IN THE EVENT THIS COVENANT IS BREACHED, GRANTOR AGREES TO PAY ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY BENEFICIARY IN INVESTIGATING SUCH VIOLATION AND IN PROTECTING AND PRESERVING THIS SECURITY.

4. THAT THIS DEED OF TRUST IS A VALID FIRST LIEN AGAINST ALL THE LAND AND IMPROVEMENTS OFFERED AND APPRAISED AS SECURITY FOR THIS LOAN. IF THE VALIDITY OF THIS DEED OF TRUST OR IF GRANTOR'S TITLE TO ANY OF SAID LAND OR IMPROVEMENTS IS QUESTIONED IN ANY MANNER OR IF ANY PART OF SUCH LAND OR IMPROVEMENTS IS NOT PROPERLY DESCRIBED HEREIN, BENEFICIARY MAY, IN ITS DISCRETION, INVESTIGATE AND TAKE SUCH ACTION AS IT CONSIDERS NECESSARY OR DESIRABLE FOR THE PROTECTION OF ITS INTERESTS AND FOR THIS PURPOSE MAY EMPLOY LEGAL COUNSEL OR EXPERT ASSISTANCE AND GRANTOR WILL PROMPTLY PAY ALL EXPENSES SO INCURRED BY BENEFICIARY.

5. THAT IF GRANTOR DEFAULTS IN ANY OF THE PROVISIONS OF PARAGRAPHS 1, 2, 3, 4, OR 14 HEREOF, THEN BENEFICIARY MAY PAY SUCH TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS, OBTAIN AND PAY FOR SUCH INSURANCE, OR ADVANCE SUCH ATTORNEY'S FEES, EXPENSES AND COSTS, AND GRANTOR AGREES TO IMMEDIATELY PAY BENEFICIARY ALL AMOUNTS SO ADVANCED, AND THAT ALL AMOUNTS SO ADVANCED SHALL BE SECURED HEREBY.

6. THAT ALL REPRESENTATIONS AND STATEMENTS MADE IN THE APPLICATION FOR THIS LOAN ARE TRUE AND CORRECT, THAT THE PROCEEDS OF THIS LOAN WILL BE USED SOLELY FOR THE PURPOSES SPECIFIED IN SAID APPLICATION, AND THAT GRANTOR WILL COMPLY WITH ALL REQUIREMENTS AND CONDITIONS IMPOSED BY BENEFICIARY IN MAKING THIS LOAN.

7. THAT GRANTOR WILL NOT SELL, MORTGAGE, OR OTHERWISE ALIENATE THE PROPERTY HEREIN DESCRIBED WITHOUT THE WRITTEN CONSENT OF BENEFICIARY.

8. THAT ALL DEFAULTED PAYMENTS AND ALL SUMS ADVANCED BY MORTGAGEE, AS PROVIDED FOR HEREIN, SHALL, FROM THE DATE DUE, BEAR INTEREST AT THE RATE OF TEN (10%) PER CENT.

9. THAT BENEFICIARY MAY AT ANY TIME, WITHOUT NOTICE, RELEASE ANY OF THE PROPERTY DESCRIBED HEREIN, GRANT EXTENSIONS OR DEFERMENTS OF TIME OF PAYMENT OF THE INDEBTEDNESS SECURED HEREBY, OR ANY PART THEREOF, OR RELEASE FROM LIABILITY ANY PARTIES WHO ARE OR MAY BECOME LIABLE FOR THE PAYMENT OF SAID INDEBTEDNESS, WITHOUT AFFECTING THE PRIORITY OF THIS LIEN OR THE PERSONAL LIABILITY OF THE GRANTOR OR ANY OTHER PARTY LIABLE OR WHO MAY BECOME LIABLE FOR THE INDEBTEDNESS SECURED BY THIS INSTRUMENT.

10. THIS INSTRUMENT AND THE NOTE SECURED HEREBY ARE SUBJECT TO THE FARM CREDIT ACT OF 1971 AND ALL ACTS AMENDATORY THEREOF OR SUPPLEMENTARY THERETO, AND THE LAWS OF THE STATE OF MISSISSIPPI NOT INCONSISTENT THEREWITH.

11. THAT THE FAILURE OF BENEFICIARY TO EXERCISE ANY OPTION OR MAKE ANY DECISION OR ELECTION UNDER ANY TERM OR COVENANT, HEREIN EXPRESSED, SHALL NOT BE DEEMED A WAIVER OF THE RIGHT TO EXERCISE SUCH OPTION OR TO MAKE SUCH DECISION OR ELECTION AT ANY TIME.

12. THAT EACH COVENANT AND AGREEMENT HEREIN CONTAINED SHALL INURE TO THE BENEFIT OF AND BIND THE SUCCESSORS AND ASSIGNS OF BENEFICIARY AND GRANTOR.

13. THAT THE FOLLOWING ARE AUTHORIZED TO SELECT AND SUBSTITUTE ANOTHER TRUSTEE IN THE PLACE OF THE ABOVE NAMED TRUSTEE OR ANY SUCCESSOR AT ANY TIME ANY OF THEM MAY SO DESIRE, NAMELY: (1) THE BENEFICIARY HEREIN ACTING THROUGH ITS PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY, (2) ANY PERSON HOLDING THE OFFICE OF PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY OF SAID BENEFICIARY, OR (3) ANY FUTURE HOLDER OF THE INDEBTEDNESS SECURED HEREBY. IT SHALL NOT BE NECESSARY TO OBTAIN THE CONSENT OR RESIGNATION OF THE ORIGINAL TRUSTEE, OR ANY SUCCESSOR BEFORE APPOINTING ANOTHER TRUSTEE IN HIS PLACE AND ANY SUCH APPOINTEE, WHO MAY BE AN AGENT, EMPLOYEE OR OFFICER OF BENEFICIARY, SHALL HAVE FULL AND SOLE POWER AS TRUSTEE HEREIN.

14. GRANTOR FURTHER COVENANTS AND AGREES TO OBTAIN AND CARRY CREDIT LIFE INSURANCE ON THE LIFE OF GRANTOR AND/OR TO ASSIGN THE BENEFITS (BOTH CASH VALUE AND/OR DEATH BENEFITS) OF ANY EXISTING INSURANCE ON THE LIFE OF GRANTOR, WHEN REQUIRED BY BENEFICIARY, ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH AND ANY LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR.

NOW, IF GRANTOR SHALL PAY SAID INDEBTEDNESS AND KEEP AND PERFORM ALL OF THE COVENANTS AND AGREEMENTS OF THIS DEED OF TRUST, IT SHALL BECOME NULL AND VOID.

IF GRANTOR FAILS TO PAY WHEN DUE ANY SUMS SECURED HEREBY OR SHOULD GRANTOR (OR ANY ONE OF THEM) FAIL TO ABIDE BY OR PERFORM ANY OF THE AGREEMENTS CONTAINED HEREIN, BECOME INSOLVENT, BE ADJUDICATED A BANKRUPT, OR MADE DEFENDANT IN A BANKRUPTCY OR RECEIVERSHIP PROCEEDING, THEN, IN ANY SUCH EVENT, BENEFICIARY MAY, AT ITS OPTION, DECLARE ALL INDEBTEDNESS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE; AND THE TRUSTEE, AT THE REQUEST OF THE BENEFICIARY, SHALL SELL SAID PROPERTY (EITHER AS A WHOLE OR IN PARCELS, AT HIS ELECTION, THE PROVISIONS OF SECTION 89-1-55, MISSISSIPPI CODE OF 1972, AND SECTION 111, MISSISSIPPI CONSTITUTION OF 1890 WITH RESPECT TO OFFERING AND SELLING REAL ESTATE IN PARCELS RATHER THAN AS A WHOLE, BEING HEREBY EXPRESSLY WAIVED) TO SATISFY THE INDEBTEDNESS HEREBY SECURED AFTER GIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE BY PUBLICATION IN SOME NEWSPAPER PUBLISHED IN THE COUNTY IN WHICH SAID LAND IS SITUATED, OR IF NO NEWSPAPER IS THEN PUBLISHED IN SAID COUNTY IN A NEWSPAPER HAVING GENERAL CIRCULATION THEREIN, FOR THREE CONSECUTIVE WEEKS PRECEDING THE DATE OF SALE, AND BY POSTING ONE NOTICE AT THE COURTHOUSE OF SAID COUNTY FOR SAID TIME.

IN CASE THE REAL ESTATE HEREIN DESCRIBED IS SITUATED IN MORE THAN ONE COUNTY, OR IN MORE THAN ONE JUDICIAL DISTRICT OF A COUNTY OR COUNTIES, A FORECLOSURE SALE OF ALL OF SAID REAL ESTATE MAY BE MADE IN ANY ONE OF THE COUNTIES OR JUDICIAL DISTRICTS IN WHICH ANY PART THEREOF IS SITUATED, AFTER GIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE IN THE MANNER ABOVE DESCRIBED IN EACH COUNTY AND JUDICIAL DISTRICT IN WHICH ANY PART OF SAID LAND LIES.

IN THE EVENT OF FORECLOSURE THE PROCEEDS SHALL BE APPLIED (1) TOWARDS PAYMENT OF THE EXPENSE OF EXECUTING THIS TRUST, INCLUDING A REASONABLE TRUSTEE'S FEE AND A REASONABLE ATTORNEY'S FEE (BOTH OF WHICH FEES SHALL ACCRUE IMMEDIATELY UPON INSTRUCTIONS BEING MAILED OR OTHERWISE DIRECTED TO THE TRUSTEE TO FORECLOSE), (2) TOWARD LIQUIDATION OF THE INDEBTEDNESS SECURED HEREBY, AND (3) ANY BALANCE SHALL BE PAID TO THE GRANTOR OR PERSONS ENTITLED THERETO.

WITNESS THE SIGNATURE OF GRANTOR, THIS 21st DAY OF April 19 76.

Robert A. Whitten
Robert A. Whitten

Evelyn Allen Whitten
Evelyn Allen Whitten

STATE OF MISSISSIPPI,

COUNTY OF DESOTO

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY IN SAID STATE, THIS DAY PERSONALLY APPEARED THE WITHIN NAMED

Robert A. Whitten and his wife, Evelyn Allen Whitten,

WHO ACKNOWLEDGED THAT they each SIGNED AND DELIVERED THE FOREGOING INSTRUMENT ON THE DAY AND YEAR THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 21st DAY OF April 19 76

(SEAL)

MY COMMISSION EXPIRES January 7, 1980.

H. H. Ferguson
Chancery Court Clerk
(OFFICIAL CAPACITY)

STATE OF

COUNTY OF

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY IN SAID STATE, THIS DAY PERSONALLY APPEARED THE WITHIN NAMED

WHO ACKNOWLEDGED THAT SIGNED AND DELIVERED THE FOREGOING INSTRUMENT ON THE DAY AND YEAR THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS DAY OF 19

(SEAL)

MY COMMISSION EXPIRES

(OFFICIAL CAPACITY)

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT THIS DEED OF TRUST WAS FILED FOR RECORD IN MY OFFICE AT 11:35 O'CLOCK A M. ON THE 21 DAY OF April 19 76, AND DULY RECORDED ON THE DAY OF

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 35 minutes A. M. 21 day of April 1976, and that the same has been recorded in Book 198 Page 621 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 21 day of April 1976.

Fees $ 5.00 pd.

SEAL H. H. Ferguson CLERK

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Paid, Satisfied and Cancelled
This 25 day of May 1977
[illegible] Trustee

Attest:

Mississippi Bankers Association
Form [illegible]
Revised as to 1955
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

CLYDE S. KELLY and wife, MRS. CLYDE S. KELLY,

of the first part, hereinafter designated as the Grantor,

BOYCE LEE GARNER Trustee, of the second part, hereinafter designated as Trustee, and

CHARLES FOREN and wife, EVELNA FOREN,
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 00/100 ----------DOLLARS

($ 17,500.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 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:

Repayable in five annual instalments of principal and interest as follows:

May 1, 1977 - $4,900.00
May 1, 1978 - $4,620.00
May 1, 1979 - $4,340.00
May 1, 1980 - $4,060.00
May 1, 1981 - $3,780.00

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSoto,

State of Mississippi, and more particularly described as follows, to-wit:

Copyright Mississippi Bankers Association

Commencing at a point at the Northwest corner of the Southeast Quarter of Section 4, Township 3 South, Range 7 West; thence East along the North line of the Southeast Quarter a distance of 628.7 feet to a point; thence South 5 degrees 48 minutes 45 seconds East a distance of 1018.64 feet to the point of beginning; thence South 5 degrees 48 minutes 45 seconds East a distance of 543.21 feet to a point; thence North 84 degrees 12 minutes 47 seconds East a distance of 203.27 feet to a point; thence South 42 degrees 10 minutes 44 seconds East a distance of 355.57 feet to a point; thence South 7 degrees 25 minutes 48 seconds West a distance of 172.56 feet to a point; thence South 21 degrees 26 minutes 34 seconds West a distance of 217.97 feet to a point; thence South 68 degrees 55 minutes 40 seconds East a distance of 31.66 feet to a point; thence South 17 degrees 20 minutes 39 seconds West a distance of 151.98 feet to a point; thence South 2 degrees 16 minutes 54 seconds West a distance of 289.95 feet to a point in the South line of said Section 4; thence East along said South line with a bearing of North 84 degrees 19 minutes 42 seconds East a distance of 290.63 feet to a point; thence North 5 degrees 47 minutes 43 seconds West a distance of 1122.44 feet to a point; thence South 78 degrees 41 minutes 34 seconds West a distance of 61.22 feet to a point; thence North 47 degrees 43 minutes 48 seconds West a distance of 50.01 feet to a point; thence North 16 degrees 15 minutes 24 seconds West a distance of 59.36 feet to a point; thence North 40 degrees 54 minutes 22 seconds West a distance of 50.49 feet to a point; thence North 57 degrees 35 minutes 36 seconds West a distance of 151.75 feet to a point; thence North 65 degrees 34 minutes 30 seconds West a distance of 52.20 feet to a point; thence North 39 degrees 24 minutes 49 seconds West a distance of 152.07 feet to a point; thence North 54 degrees 35 minutes 11 seconds West a distance of 100.50 feet to a point; thence North 33 degrees 37 minutes 52 seconds West a distance of 75.37 feet to the point of beginning, containing 7.80 acres. As per survey of Joseph P. Thomas, P. E., dated April 7, 1976.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured heruby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the day of April 19 76.

Clyde S. Kelly

Mrs. Clyde S. Kelly

STATE OF Tennessee
COUNTY OF Shelby

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Clyde S. Kelly and wife, Mrs, Clyde S. Kelly who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 20 day of April 1976.

My Commission Expires: MY COMMISSION EXPIRES OCTOBER 22, 1979

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. 21 day of April 1976, and that the same has been recorded in Book 198 Page 624 records of REAL ESTATE Trust Deed

Witness my hand this the 21 day of April 1976.

W. D. Ferguson
CHANCERY CLERK

pd. 6.50

Assignment of this Instrument Recorded in Real Estate T/D Book No. 205 Page 62 This the 15 day of Oct 1976
W. E. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate T/D Book No. 199 Page 110 This the 27 day of April 1976
W. E. Ferguson Clerk

STATE OF MISSISSIPPI
FHA FORM NO. 2135 M
Revised February 1973

DEED OF TRUST

This form is used in connection with deeds of trust insured under the one- to four-family provisions of the National Housing Act.

THIS DEED OF TRUST, made and entered into this 15th day of April, 19 76, by and between Robert E. Ellis and wife, Sharon F. Ellis

, hereinafter called the Grantor,
John Land McDavid , hereinafter called the Trustee, and

Bailey Mortgage Company , a corporation organized and existing under the laws of the State of Mississippi , having its principal office and post-office address at 161 E. Amite Street, Jackson, MS 39205 , hereinafter called the Beneficiary:

CANCELLED BY AUTHORITY RECORDED IN BOOK 1045 PAGE 207 THIS 30 DAY OF Oct, 19 98
W. E. Davis CHANCERY CLERK
by D.C. Cleveland D.C.

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 30, Section B, Holiday Hills Subdivision being situated in Section 34, Township 1 South, Range 6 West, DeSoto County, Mississippi as per plat for said subdivision recorded in Plat Book 11, Page 11 and 12, Chancery Clerk's office, DeSoto County, Mississippi, together with range, vent hood, disposal and all carpeting located on improvements situated on the above described property, and it is the intention of the parties that these items are deemed part of the realty.

The funds derived from the indebtedness secured by this deed of trust have been entirely used to pay the seller all or part of the purchase price of the property described above.

Bailey Mtg Co. Deed from Real Estate T/D

TO HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to Bailey Mortgage Company

and existing under the laws of the State of Mississippi a corporation organized , the payment of a certain promissory note of even date herewith in the principal sum of Thirty Thousand, Three Hundred Fifty & No/100---------- Dollars ($ 30,350.00), 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 E. Amite Street in Jackson, MS 39205 or at such other place as the holder may designate, in writing, in monthly installments of Two Hundred, Twenty-two and 77/100---------- Dollars ($ 222.77), commencing on the first day of May , 19 76 and on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of April, 2006

Bailey Mtg Co. NOTE: PAYMENT RECORDED IN Real Estate T/D BOOK NO. 752 PAGE 534 THIS THE 20 DAY OF March 95
W. E. Davis CHANCERY CLERK by D.C. Graham D.C.

Assignment of this Instrument Recorded in Real Estate T/D Book No. 251 Page 649 This the 8 day of Nov 19 79
W. E. Ferguson

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. That he will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary on the first day of each month until the note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (½) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

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(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under (b) of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of (a) of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the indebtedness secured hereby, whether due or not.

9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within Thirty (30) from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the aforesaid time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebtedness secured and intended to be secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed

in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note, or the duly authorized Attorney-in-Fact of either, is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Robert E. Ellis

Robert E. Ellis

Sharon F. Ellis

Sharon F. Ellis

STATE OF MISSISSIPPI,

COUNTY OF DESOTO } ss:

Personally appeared before me Debbie C. Pennington the undersigned notary public in and for the said County, the within named Robert E. Ellis and Sharon F. Ellis, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 15th day of April, 1976

My Commission Expires:
9-24-79

Debbie C. Pennington
Notary Public

STATE OF MISSISSIPPI

COUNTY OF DeSoto } ss:

I, H. D. Ferguson, Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at 10:05 o'clock A. M., on the 21 day of April 19 76, and was recorded in Vol. , Record of Deeds, pages , on the day of 19

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 05 minutes A. M. 21 day of April 1976, and that the same has been recorded in Book 198 Page 627 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 21 day of April 1976.

Fees $ 5.00 pd.

SEAL H. D. Ferguson CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 272 PAGE 526
THIS 11 DAY OF May 1981
W. D. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between Roy W. Bell and wife, Sue S. Bell,

of the first part, hereinafter designated as the Grantor,

James E. Woods Trustee, of the second part, hereinafter designated as **Trustee, and**

Peoples Bank & Trust of the third part, hereinafter designated as the **Beneficiary.**

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Fifteen Thousand, and No/100---------- DOLLARS ($15,000.00) **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 on or before the 15th day of Oct, 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 10-A and part of Lot 9-A, West of Shahkoka Lake Subdivision in Maywood, an unincorporated village in Section 29, Township 1, Range 6 West, as shown on map of Maywood of record in Plat Book 1, Page 10, of the records of the Clerk of the Chancery Court of DeSoto County, Mississippi, being more particularly described as follows:
BEGINNING at an iron pin the west corner of Lots 10-A and 11-A, in the north line of Shahkoka Drive; thence with the north line of said drive, South 57 degrees, 45 minutes East 202 feet to an old iron pin, the south corner of Lots 9-A and 10-A; thence with the north line of said Drive south 81 degrees 30 minutes East 113.9 feet to an old iron pin; thence North 38 degrees 30 minutes East 62.4 feet to an old iron pin in the line between Lots 9-A and 8-A; thence with said line North 10 degrees West 62.2 feet to an old iron pin, the north corner of lots 8-A and 9-A; thence North 87 degrees West 125 feet to an

Copyright Mississippi Bankers Association

feet to an old iron pin, the north corner of lots 9-A and 10-A; thence North 4 7 degrees 30 minutes West 45 feet to an old iron pin, the east corner of Lots 10-A and 11-A; thence South 82 degrees 15 minutes West 154 feet to the beginning; and being the same property described in Warranty deed of record in Book 52, Page 541, Office of the Chancery Court Clerk, 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 instalment thereon, or of any instalment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 16 day of April 19 76

Roy W. Bell

Roy W. Bell

Sue S. Bell

Sue S. Bell

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Roy W. Bell and wife, Sue S. Bell, 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 16 day of April 19 76

My Commission Expires: June 18, 1979

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 05 minutes A. M. 21 day of April 1976, and that the same has been recorded in Book 198 Page 630 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal of office this the 21 day of April 1976.

Fee $ 6.00

D. G. Ferguson

This instrument prepared by:

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Register's Office of Desota County, Mississippi certain real property was conveyed by the hereinafter named grantor, to Money Mart 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
Thomas W. King Jr.	5-30-75	Book 186 Page 351	

Description of Property:

Lot 2 of Coleman Subdivision in Section 24, Township 1 South, Range 7 West, Desota County, Mississippi as shown by plat of record in Plat Book 7, page 17, Chancery Clerks Office, Desota County, Mississippi.

NOW, THEREFORE, in consideration of the premises the undersigned Money Mart Inc. 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, Money Mart Inc., covenants with the said grantor that he is the legal owner and holder of the notes described in and secured by said trust deed, and that he have the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said Money Mart Inc. have 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 19th day of March 19 76

X Money Mart Inc
& Jim Sullivan

STATE OF Miss

COUNTY OF Desoto

On this 19th day of March 1976 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Jim Sullivan to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal at office the day and year abovewritten.

Billy L Hollowell
Notary Public

My Commission Expires Feb. 3, 1979

My commission expires day of 19

STATE OF

COUNTY OF

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of the within named bargainor, a corporation, and that he as such President being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as President.

WITNESS my hand and seal at office in this day of 19

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 00 minutes A. M. 21 day of April 1976, and that the same has been recorded in Book 199 Page 633 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 21 day of April 1976.

Fees $ 2.50 pd.

SEAL H. H. Ferguson CLERK

634

REAL ESTATE DEED OF TRUST — MISSISSIPPI

5-24-76 4-19-79 4-19-76 36 $106.33 LOAN NUMBER

First Payment Date	Final Payment Date	Date of Note	No. of Monthly Payments	Amount of Each Payment	Amount Financed
5-24-76	4-19-79	4-19-76	36	$106.33	3918.02

(GRANTORS)
(Names and Addresses)

Joe Damon Doss & Marilyn Doss

698 Greenbriar Cove East

Horn Lake, Mississippi

(Beneficiary)

COMMERCIAL CREDIT PLAN, Incorporated a Tennessee Corporation, hereinafter called Commercial Credit Plan, Inc.
4466 Elvis Presley Blvd.
Memphis, Tn 38116 Tennessee

THIS DEED OF TRUST made the date indicated immediately above the signature lines at the end hereof, between the above described Grantors (who reside at the address shown above) and the Trustee named in Paragraph 7 hereof; witnesseth:

1. Grantors are indebted to Commercial Credit Plan, herein called "Beneficiary", in the Amount Financed shown above, together with the agreed rate of finance charge of 16.00 % per annum on the unpaid balance of Amount Financed, from the Date of Note shown above, payable in equal, consecutive monthly payments in the amount shown above, beginning on the First Payment Date shown above and continuing on the same day of each succeeding month until Amount Financed and finance charges are paid in full. Every payment shall be applied first to finance charges, computed in full to date thereof, and the remainder to the amount financed.

2. For the purpose of securing repayment of said loan and finance charges thereon in accordance with terms in Paragraph 1 above, Grantors do hereby convey and warrant unto Trustee the real property (herein called "Realty") described in Paragraph 8 below.

3. This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the Beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the Beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on Realty, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all finance charges due thereon at the rate herein specified, then in that event this conveyance shall be null and void, and Beneficiary shall cancel this deed of trust of record at the expense of Grantors, otherwise to remain in full force and effect.

4. Grantors represent and warrant that they are the sole owners of such Realty, and that there is no encumbrance of any kind against such Realty, unless noted in Paragraph 8 below. Grantors agree (i) to pay promptly said debt, as provided herein and in Grantors promissory note, (ii) all taxes and assessments upon said Realty and/or this Deed of Trust and (iii) to keep said Realty free from encumbrances and in good repair. If Grantors should neglect or refuse to pay all taxes as aforesaid, Trustee at request of Beneficiary may pay all such taxes. All sums of money thus expended are secured by this Deed of Trust and shall be repayable upon demand from Grantors or may be retained from the proceeds of the sale of said Realty.

5. Grantors will at all times during the continuance of this Deed of Trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazards in such reliable insurance company, or companies, as may be acceptable to Beneficiary or the beneficiary under the first deed of trust hereinafter referred to in Paragraph 8 below, for the maximum amount of insurance obtainable, or in such amount as may be approved by Beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to Beneficiary, its successors or assigns, as its interest shall appear. If Grantors default in obtaining the aforesaid insurance, the Beneficiary or the owner or holder of said secured note, may procure said insurance and any and all sums paid in procuring said insurance shall be covered by this conveyance and shall be due and demandable on the date of maturity of the installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred.

6. If default should be made in the prompt payment of any installment of the debt secured hereby, or charges after maturity as aforesaid or any extension or renewal thereof, or if any execution, attachment, or other writ be levied on said Realty, or if a petition in bankruptcy should be filed by or against Grantors or if Grantors should make an assignment for the benefit of creditors, or if Grantors should fail to keep and perform all terms and conditions herein contained, or if Grantors convey said Realty to a third party without the written consent of Beneficiary, then, the whole amount remaining unpaid on said promissory note shall, at the option of Beneficiary, become due and payable at once without demand. The Trustee hereinafter named in this Deed of Trust, or any successor appointed in his place, shall sell said Realty in accordance with the requirement of appropriate State law, and out of the proceeds arising from such sale, the costs and expenses of executing this Deed of Trust shall be first paid (including trustee's fee and/or attorney's fee); next the amount of said indebtedness then remaining unpaid, and lastly, any balance remaining shall be paid to Grantors.

7. The Trustee of this Deed of Trust is Bob R. Mulholland, whose residence is 1139 Shalimar St. (Street Address) Jackson, Ms (City) Hinds County, Mississippi. Beneficiary is empowered hereby to appoint substitute and/or successor trustees from time to time.

8. Description of Realty conveyed hereby: the lands and property situated in the county of Desoto and State of Mississippi, described as:

Lot 631, Section B, in Desoto Village Subdivision on Section 34, Township 1 South, Range 8 West, as shown on plat recorded in Plat Book 8, Page 16 through 21 in the Chancery Clerk's office of Desoto County, Mississippi, to which plat reference is herein made for a more particular description.

Liens or Encumbrances against Realty (If none, insert "None") National Mortgage Company

9. The waiver or indulgence of any default with respect to any of the terms and conditions herein contained shall not operate as a waiver of subsequent default. Time is of the essence hereof. Any notices to Grantors shall be sufficiently given if mailed to the address of Grantors shown herein. This Deed of Trust shall inure to the benefit and be binding upon Grantors and Beneficiary and their respective heirs, personal representatives, successors and/or assigns.

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals, this 19th day of April 19 76

Signed, sealed and delivered in the presence of:

(Witness) [signature] Joe Damon Doss (Seal)

(Witness) [signature] Marilyn Doss (Seal)

(See over for Acknowledgment)

FORM 2420 — D MISSISSIPPI 8/74

Original—For Recording
Duplicate — Office File
Triplicate — Customer

CANCELLED BY AUTHORITY RECORDED IN BOOK 213 PAGE 281
THIS 25 DAY OF July 1922
W. H. Ferguson CHANCERY CLERK

STATE OF ~~MISSISSIPPI~~ TENN
COUNTY OF Shelby

ACKNOWLEDGEMENT

Personally appeared before me, the undersigned authority in and for said County and State, the within named Joe Damon Doss and Marilyn Doss, who acknowledge that they signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, on this, the 19 day of April, 1976

My Commission Expires:
4-20-76

NOTARY PUBLIC

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock and 50 minutes A. M. on the 21 day of April 1976 and that the same has been recorded in Book No. 198 Page 634 records of Real Estate Trust Deeds of said County.
Witness my hand and seal this the 21 day of April 1976.

Clerk

By

Recorded in

No.

at

Received for record this the

of

Joe Damon Doss
Marilyn Doss
B. R. Tate

DEED OF TRUST

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
50 minutes A. M. 21 day of April 1976, and that the same has
been recorded in Book 198 Page 634 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 21 day of April 1976.

Fees $ 2.50 pd. SEAL H. R. 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 William C. Norman and Janet B. Norman, his wife residing in DeSoto County Mississippi, whose post office address is Route #2, Box 221, 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," 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:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
April 16, 1976	$22,890.00	8.500	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 634, Section D, Twin Lakes Subdivision, in Section 6, Township 2 South, Range 8 West, as shown of record in Plat Book 10, Pages 32 and 33, in the office of the Chancery Clerk of DeSoto County, Mississippi.

FULLY PAID AND SATISFIED
DATE
UNITED STATES OF AMERICA
RURAL DEVELOPMENT
BY
Community Development Mgr.
PURSUANT TO AUTHORITY
CONTAINED IN 31 F.R. 14139
ATTEST
CHANCERY CLERK

1. General and special taxes for the current year and subsequent years.
2. Restrictive covenants for Section "D", Twin Lakes Subdivision, as shown on Plat thereof recorded in Plat Book 10, Pages 32 and 33, in the office of the Chancery Clerk of DeSoto County, Mississippi.
3. Rights of parties in possession, deficiency in quantity of land, boundary line disputes, roadways, unrecorded servitudes or easements, any matters not of record which would be disclosed by an accurate survey and inspection of the property, and easements or other uses of subject property not visible from the surface.
4. Subdivision and zoning regulations in effect in DeSoto County, Mississippi.
5. Rights of ways and easements for public roads and public utilities.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein all of which are herein called "the property".

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for himself, his heirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determined.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

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(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.

(17) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(18) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.

(19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.

(20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) Borrower 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 ayone 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 16th day of April, 19 76.

William C. Norman
William C. Norman

Janet B. Norman
Janet B. Norman

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 William C. Norman and Janet B. Norman, 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 April, 19 76.

Rose B. Loftin
(Signature)

NOTARY PUBLIC
(Title)

(SEAL) R. B. LOFTIS NOTARY PUBLIC

My Commission Expires:
My Commission Expires Aug 24, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 45 minutes A. M. 21 day of April 1976, and that the same has been recorded in Book 198 Page 636 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 21 day of April 1976.

Fees$ 5.60 pd.

SEAL H. P. Ferguson CLERK

640

FCA Form No. 529—6-68—Tenn.

RELEASE OF REAL ESTATE DEED OF TRUST

The Memphis Production Credit Association, a corporation organized and existing under an act of Congress, does hereby certify that it is the true and lawful holder of the note or notes secured by a certain deed of trust dated July 11, 1973, made and executed by M. N. Munns and wife, Mattie R. Munns to the Memphis Production Credit Association, and recorded in the office of the Register of DeSoto County, ~~Tennessee~~ Mississippi, in Book 163, page 589; that said notes have been fully paid and satisfied, and the lien securing the same is hereby discharged and released of record.

IN WITNESS WHEREOF, the Memphis Production Credit Association has hereunto caused its corporate name to be subscribed by its Secretary-Treasurer on the 20th day of April, 1976.

Memphis PRODUCTION CREDIT ASSOCIATION

By Wanda Garrett
Secretary-Treasurer

STATE OF TENNESSEE
COUNTY OF Shelby } SS.

On this 20th day of April, 1976, before me appeared Wanda Garrett, to me personally known, who, being by me duly sworn did say that he is the Secretary-Treasurer of Memphis Production Credit Association, that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and said Wanda Garrett acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and official seal this 20th day of April 1976.

My commission expires October 2, 1978.

Carolyn J. Berger
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. on this the 21 day of April 1976, and that the same has
been recorded in Book 198 Page 640 of the records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 21 day of April 1976.
SEAL H. H. Ferguson CLERK

2.60

CANCELLED BY AUTHORITY RECORDED IN BOOK 260 PAGE 257
THIS 16 DAY OF June 19 80
H. G. Ferguson
CHANCERY CLERK

A/C# 12480

LAND DEED OF TRUST

WHEREAS, the undersigned R. V. West and wife Mirtis Annette West,
indebted to Termplan Inc. 5943 A Hwy51south Southaven Miss 38671 is/are
in the sum of Eleven Thousand One Hundred Sixty and no/100---------- beneficiary,
as evidenced by my/our promissory note in said amount, of even date herewith, dated and payable to the order of Dollars,
Termplan Inc.
or Bearer, in 60 installments of $ 186.00 each, and a final installment of $ 186.00, on the
13th day of each and every month hereafter until paid in full, with interest after maturities at the rate of six per cent per annum; and providing for the maturity of the entire note, at the option of the holder, for failure to pay any installment or fulfill any obligation of said note, and providing for a reasonable attorney's fee for collection of not less than twenty per cent of balance, or a minimum of twenty-five dollars;

AND WHEREAS, the undersigned is/are desirous and anxious to secure the prompt payment of said indebtedness at the maturities thereof, and any renewals or extensions thereof, and any other indebtedness (es) that may be or become owing by the grantors or either of them to the beneficiary prior to the payment of the indebtedness herein named and secured, or any extensions or renewals thereof;

THEREFORE, in consideration of the premises and of Five Dollars to the undersigned paid by the hereinafter named Trustee, the receipt whereof is hereby acknowledged, the undersigned do(es) hereby sell, convey and warrant unto Henry A Ashby, Jr.,
as Trustee, the following described property situated in the City of Southaven County of Desoto
and State of Mississippi, to-wit:-

Lot 771, Section C, Revised, Southaven Subdivision as per Plat thereof recorded in Plat Book 2, Pages 19-22, 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 23, Township 1 , Ragne 8.

together with all and singular the improvements thereon and appurtenances thereunto belonging.

The undersigned covenant(s) that the undersigned has/have exclusive and unconditional title to and possession of the above described property; that there are no liens, claims or encumbrances against same, or any part thereof, other than as shown herein. If this deed of trust is second and/or subordinate to a prior deed of trust executed by the undersigned, then in the event of default in the terms and provisions of said first deed of trust, the holder or holders hereof may exercise the right of foreclosure of this instrument even though no default exists herein.

This conveyance, however, is in trust, and should the undersigned pay the aforesaid note at maturities as well as any extensions or renewals thereof and otherwise perform all the terms and conditions thereof, and of this instrument, then this conveyance shall be void, otherwise, and in the event that the undersigned should fail to pay said indebtedness, or any installment or part thereof, at maturities, or should otherwise fail to perform any of the terms and conditions of said note, then said Trustee shall, upon demand of said beneficiary, its successors or assigns, whether or not all of said indebtedness shall have become due, sell, at public outcry, to the highest bidder for cash, within legal hours, and at the courthouse of the aforesaid county (or if there be two judicial districts in said county, then at the courthouse in the judicial district in which said lands are situate), the aforesaid property, after having advertised said sale by publishing notice of the time, place, and terms of such sale in some newspaper having general circulation in said county and qualified to publish same, for three consecutive weeks preceding such sale, and by posting one notice thereof for said time, at said courthouse at which said property is to be sold, and out of the proceeds of such sale, the lawful costs and expenses of foreclosure and sale and a reasonable and lawful Trustee's fee therefor shall be first paid; next, the amount remaining owing under the aforesaid note shall be paid to the party(ies) to whom same shall be then owing, for the protection of the guaranty of the beneficiary herein; and lastly, any balance remaining shall be paid to the undersigned. Any such sale may be held on any secular day.

It is agreed that all buildings on said property shall be kept fully insured from loss by fire and windstorm, and from such other casualties as may be required by said beneficiary, its successors or assigns, for the benefit of the said beneficiary and payable to it in the event of loss, as its interest may appear, for application, at the option of said beneficiary, to the repairing, reconditioning, reconstruction or replacement of the aforesaid property or to any balance remaining outstanding on the aforesaid note, or other said indebtedness, whether all thereof be then due or not, and that all taxes and other charges maturing from time to time on said property shall be kept promptly paid. In event the undersigned shall neglect or refuse to obtain said insurance or pay said taxes and other charges, then said beneficiary may, at its option, but is not required to, obtain such insurance and pay all such taxes and other charges, either or all, and all sums of money expended thereby are hereby secured by this deed of trust, and shall be repayable with interest at 8% per annum from dates of such payments, upon demand of said beneficiary, and may be retained by said beneficiary from the proceeds of any sale of said property herein authorized. Neither the Trustee nor the beneficiary shall have any obligation to pay taxes, or other said charges, or procure insurance herein provided for; and in case any insurance procured be cancelled or otherwise expire, the said Trustee and beneficiary are hereby specifically relieved of any liability or obligation to procure other insurance, and shall have no further obligation to the undersigned in reference thereto, except the return of any unearned premium paid. For default in either of said matters, the Trustee may make sale of said property, upon demand of said beneficiary, its successors or assigns, and apply the proceeds received therefrom, all as hereinabove provided in event of default in payment of said note by the undersigned.

This deed of trust secures not only the aforementioned indebtedness but also such future and additional advances as may be made to the grantors, or either of them, by the beneficiary in a sum not exceeding $50,000.00 the beneficiary to be the sole judge as to whether or not any such future or additional advances will be made), as well as any additional indebtedness hereinafore, 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 hereis made as joint maker, surety, endorser or guarantor, either direct, contingent or indirect, together with all extensions and renewals of any of the aforementioned obligations, or any part thereof, and whether otherwise secured or not.

Any and all acts authorized herein on the part of the beneficiary may be performed by it, acting through any of its officers; and should any successor or assign of said beneficiary be a corporation, then such acts may likewise be performed by such corporation acting through any of its officers.

The said beneficiary, its successors, assigns, or legal representatives, or any owner of the above mentioned note, or either of them, are hereby authorized to appoint, in writing, successive substitute trustees in the place of the Trustee hereinabove named, or the successor or successors of such Trustee, if from any cause the above named Trustee, or the successor or successors of such Trustee, shall not be present, able and willing to execute the trust granted hereunder or to act in the premises, or if said beneficiary, its successors, assigns or legal representatives, or any owner of the aforesaid note, or either of them, shall for any reason desire so to do.

In case of foreclosure and sale of any of the above described property, the beneficiary, or any owner or holder of the notes and indebtedness secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Witness the signature(s) of the undersigned this the 8th day of April, 19 76

Erwin T. West Jr.
Mirtis A. West.

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for said county and state, the within named R. V. West and wife Mirtis Annette West.
who acknowledged that he/she/they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this 8th day of April, 19 76.

NOTARY PUBLIC

(Notary Public)

My commission expires: 9/4/79

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
10 minutes A. M. 21 day of April 1976, and that the same has
been recorded in Book 198 Page 641 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 21 day of April 1976.

H. G. Ferguson

pd. 3.00

642

Assignment of this Instrument Recorded in Real Estate T/D Book No. 319 Page 749 This the 20 day of July 1984
N. D. Ferguson Clerk P.S

CANCELLED BY AUTHORITY RECORDED IN BOOK 2466 PAGE 714 THIS 8 DAY OF May 2006
W E Davis
By D Jones, D.C. CHANCERY CLERK

VA Form 26-6322 (Home Loan) Revised January 1974. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 16th day of April, 19 76 by and between

EDWARD B. JORDAN

FARR, JR., hereinafter called the Grantor; DENSON A. WARD, JR. and W. G. , hereinafter called the Trustee, and

PERCY GALBREATH & SON, INC.

and existing under the laws of THE State of Tennessee, a corporation organized post-office address at 100 N. Main Bldg., 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 223, Secton "A", in DeSoto Village Subdivision in Section 34, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 7, Pages 9-14 in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, reference to which is made for a more particular description.

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, that he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the subject property on the basis of race, color or creed. Upon any violation of this covenant, the note holder may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

The Grantors covenant and agree that should this security instrument or note secured hereby be determined ineligible for guaranty under the Servicemen's Readjustment Act within 30 days from the date hereof (written statement of any officer or authorized agent of the Veterans Administration declining to guarantee said note and/or this security instrument being deemed conclusive proof of such ineligibility), the present holder of the note secured hereby or any subsequent holder thereof, may at its option, declare all notes secured hereby immediately due and payable.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

Range or counter top unit; Storm Door; Patio and Fence.

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 and no/100 ------- Dollars ($23,000.00), with interest from date at the rate of eight and 1/2 ---- per centum (8-1/2%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Percy Galbreath & Son, Inc., 100 N. Main Bldg., in Memphis, Tennessee , or at such other place as the holder may 87/100 designate, in writing delivered or mailed to the Grantor, in monthly installments of One Hundred Seventy Six &/ Dollars ($ 176.87), commencing on the first day of June , 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 May ,** 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 those premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
(II) interest on the note secured hereby; and
(III) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

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as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be ten per centum (10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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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 came 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.

Edward B Jordan
Edward B. Jordan

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me Rose B. Loftis, the undersigned Notary Public in and for said County, the within named Edward B. Jordan 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 16th day of April, 1976.

Rose B Loftis
Notary Public

My Commission Expires:
April 28, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 45 minutes A. M. 21 day of April 1976, and that the same has been recorded in Book 198 Page 642 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 21 day of April 1976.

Fees$ 5.50 pd.

SEAL H. H. Ferguson CLERK

STATE OF ... County of ... I, Clerk of ... do hereby ... was filed ... 19 76 ... Recorded ... on the ... day of ... 19 ... Fee ... 525215

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CANCELLED BY AUTHORITY RECORDED IN BOOK
262 PAGE 157
THIS 12 DAY OF June 19 86
J.D. Ferguson
CHANCERY CLERK

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between
Rector DeFries, Jr., and wife, Sherry J. DeFries

of the first part, herewith designated as the Grantor(s),
Robert Q. Whitwell Trustee, of the second part, hereinafter designated as Trustee, and
SOUTHAVEN BRANCH, COAHOMA BANK, Southaven, Miss., of the third part, hereinafter designated as the Beneficiary.

~~ated as the Beneficiary.~~

WITNESSETH: That whereas the Grantor(s) is justly indebted to the beneficiary in the full sum of
Six Thousand Six Hundred Twenty Two and 56/100----------DOLLARS
($ 6,622.56) evidenced by one promissory note(s) of even date herewith in favor of the beneficiary, ~~xxxxx~~including interest at the rate of 10 per centum annum after maturity, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

In forty-eight (48) consecutive monthly installments of One Hundred Thirty Seven and 97/100----------DOLLARS ($ 137.97), each, and a final installment of $ -0- , unless sooner paid, commencing on the 20th day of May , 19 76 , and continuing on the same day of each successive month thereafter until fully paid.

WHEREAS, the said grantor(s) desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor(s), or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor(s) does hereby convey and warrant unto the said trustee, the property situated in the

State of Mississippi, and more particularly described as follows: to-wit:

Lot 2283, in Section K, Southaven West Subdivision, in Section 23, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 4, 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.

w.e. jackson, the printer, grenada, miss.

This Deed of Trust is secondary, junior and inferior to that certain Deed of Trust executed by the Grantors herein to Delta Title Company, Trustee, for National Mortgage Company, dated 8/28/68, filed for record 9/4/68, at 9:00 A. M., and recorded in Real Estate Trust Deed Book 104, Page 133 in the Office of the Chancery Clerk of DeSoto County, Mississippi, said Deed of Trust being assigned to Government National Mortgage Association, dated 9/4/68, recorded 9/17/68 at 11:30 A. M. in Book 104 at Page 277 in the Office of the Chancery Clerk of DeSoto County, Mississippi; and, further assigned to Southern Savings & Loan Association, dated 5/14/73, recorded 8/9/73 at 11:30 A. M, in Book 163 at Page 629, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi.

The entire principal sum secured hereby with all interest and charges accrued thereon and all other amounts secured hereby shall at the option of the Beneficiary of the owner or holder of said note or notes, be and become at once due and payable in the event of the transfer or sale by the grantor of the property or land covered hereby.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 16th day of April 1976

Rector J. DeFries
RECTOR DeFRIES, JR.

Sherry J. DeFries
SHERRY J. DeFRIES

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 Rector DeFries, Jr., and wife, Sherry J. DeFries 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 April 1976

Notary Public

My Commission Expires: My Commission Expires Jan. 31, 1980.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock A. M. on the 21 day of April 1976, and that the same has been recorded in Book 198 Page 646 of the records of REAL ESTATE Trust Deed

Witness my hand and seal of office this 21 day of April 1976.

D. G. Ferguson

45 mile

Pd. 6.00

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CANCELLED BY AUTHORITY RECORDED IN BOOK 279 PAGE 144
THIS 3 DAY OF Dec. 1981
CHANCERY CLERK

TRUST DEED

THIS INDENTURE, made this the 25th day of February, 1976, between WESLEY W. BARID, JR., Party of the First Part, and FIRST NATIONAL BANK, Southaven, Mississippi, Party of the Second Part,

WITNESSETH, that whereas, said party of the first part, being indebted to the said party of the second part in the sum of FOUR THOUSAND ONE HUNDRED TWENTY-FOUR and 16/100 Dollars ($4,124.16) which includes principal and interest, repayable in twenty-four (24) equal monthly installments of $171.84 each, beginning March 28, 1976, and due the 28th day of each subsequent and succeeding month until the 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, 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 56 in Section "A" of Buena Vista Lakes Subdivision as shown on plat appearing of record in Plat Book 4, Pages 33-37 in the Chancery Clerk's Office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 13, Township 4, Range 8 West. **Subject to the restrictions as set out in Warranty Deed of record in Book 788, Page 229.**

AND: Lot 98 in Section A of Buena Vista Lakes Subdivision as shown on plat appearing of record in Plat Book 4, Pages 33-37 in the Chancery Clerk's Office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 13, Township 4, Range 8 West. **Subject to the restrictions as set out in Warranty Deed of record in Book 69, Page 553.** 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 my signature the date written above.

Wesley W Baird Jr.
Wesley W. Baird, Jr.

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Before me, a Notary Public for said jurisdiction, this day personally appeared the above named WESLEY W. BAIRD, JR., who acknowledged that he signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal of office, this the 26 day of February, 1976.

MY COMMISSION EXPIRES: 10-13-79 Charlotte A. Galick
Notary Public

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. 21 day of April 1976, and that the same has been recorded in Book 198 Page 649 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 21 day of April

D. G. Ferguson

Ad. 2-53

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Lot 98 - Buena Vista Lakes - 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 February 10, 1973, and given by W. W. Baird and wife, Wilma S. Baird, to William W. Ballard, Trustee for the benefit of Thomas O. Byrd, and which instrument is recorded in Book 154, Page 23, in your office, same having been fully paid and satisfied.

EXECUTED this the 26 day of February, 1976.

Thomas O. Byrd

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Thomas O. Byrd who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office this the 26 day of February, 1976.

Charlotte C. Bolick
Notary Public

My Commission expires:
10-13-79

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 30 minutes P. M. 21 day of April 1976, and that the same has been recorded in Book 198 Page 660 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 21 day of April 1976.

Fees $ 2.50

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 FIRST NATIONAL BANK OF SOUTHAVEN, the beneficiary, does hereby certify that a certain trust deed bearing the date of the 4th day of June, 1975, made and executed by A. O. FOWLER, to WILLIAM H. AUSTIN, JR., Trustee of the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Book 186, Page 345 of the Record of Trust Deeds, on the 6th day of June, 1975, is now fully paid and satisfied; and We do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by Law.

WITNESS our signature this the 19th day of April, 1976.

FIRST NATIONAL BANK OF SOUTHAVEN

BY: Richard Taylor

ATTEST:

David M Wright

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction, Richard A. Taylor and David M. Wright who acknowledged that as Installment Lending Officer and Vice President respectively, for and on behalf of and by authority of FIRST NATIONAL BANK OF SOUTHAVEN, they signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 19th day of April, 1976.

Donna L Ray
Notary Public

My Commission Expires:

My Commission Expires Nov. 24, 1979.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 30 minutes P. M. 21 day of April 1976, and that the same has been recorded in Book 193 Page 651 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 21 day of April 1976.

Fees $ 2.50 pd.

SEAL H. H. Ferguson CLERK

452

Mississippi

ASSIGNMENT OF
DEED OF TRUST

For valuable consideration the receipt of which is acknowledged, the undersigned does hereby transfer and assign unto the

FEDERAL NATIONAL MORTGAGE ASSOCIATION, ATLANTA, GEORGIA,

that certain Deed of Trust executed by

DONALD W. SUTTON & NANCY J. SUTTON,

to John Land McDavid, Trustee, for the benefit of Bailey Mortgage Company, dated April 14, 1976, securing a note in the sum of $ 36,550.00 recorded in Book 198, Page 433, of the office of the ChanceryClerk of DeSoto, County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF the undersigned has executed this Assignment through its duly authorized officer and has caused its corporate seal to be thereunto affixed on this, the 15th day of April, 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 15th day of April, 1976.

NOTARY PUBLIC

My Commission Expires Feb. 22, 1978

BMC-14

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that within instrument was filed for record at 2 o'clock P. M. 21 day of April 1976, and that the same has been recorded in Book 198 Page 452 records of REAL ESTATE Trust Deed

Witness my hand and seal this the 21 day of April 1976.

W. G. Ferguson

2.50 pd.

CANCELLED ON AUTHOR. RECORDED IN Book
334 Page 88
THIS 18 DAY OF March 1985
H. G. Ferguson
CHANCERY CLERK
D.S.

Assignment of this Instrument Recorded in
Real Estate 2/D Book
No. 206 Page 573
This the 10 day of Nov. 1982
H. G. Ferguson Clerk

STATE OF MISSISSIPPI
FHA FORM NO. 2135 M
Revised February 1973

DEED OF TRUST

This form is used in connection with deeds of trust insured under the one- to four-family provisions of the National Housing Act.

THIS DEED OF TRUST, made and entered into this 19TH day of APRIL, 1976, by and between James T. Mixon, Jr. et ux Diane L. Mixon, hereinafter called the Grantor; Kent E. Lovelace, Jr., hereinafter called the Trustee, and Hancock Mortgage Corporation, a corporation organized and existing under the laws of the State of Mississippi, having its principal office and post-office address at 2500 Fourteenth Street, Gulfport, MS 39501, 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 699, Section B, DeSoto Village Subdivision, in Section 33, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 8, Pages 16 through 21, in the Office of the Chancery Clerk of DeSoto County, Mississippi.
Beginning at a point in the northwesterly line of Forest Glen Drive at the southern-most corner of Lot 700 of said subdivision 315.0 feet southwestwardly from the southwesterly curb of Greenbriar Drive, Produced; thence southwestwardly along the northwesterly line of Forest Glen Drive 65.0 feet to a point at the eastern-most corner of Lot 698 of said subdivision; thence northwesterly 130.0 feet to a point at the northern-most corner of said lot 698; thence northeastwardly 65.0 feet to a point at the western-most corner of Lot 700; thence southeastwardly 130.0 feet to the point of beginning.

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 Hancock Mortgage Corporation, a corporation organized and existing under the laws of the State of Mississippi, the payment of a certain promissory note of even date herewith in the principal sum of NINETEEN THOUSAND & 00/100 Dollars ($ 19,000.00), with interest from date at the rate of EIGHT & 1/2 per centum (8.50 %) per annum on the balance remaining from time to time unpaid, principal and interest being payable at the office of Hancock Mortgage Corporation 2500 Fourteenth Street in Gulfport, MS 39501 or at such other place as the holder may designate, in writing, in monthly installments of ONE HUNDRED FORTY SIX & 11/100 Dollars ($ 146.11), commencing on the first day of JUNE, 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 MAY, 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 (½) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

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(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under (b) of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of (a) of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the indebtedness secured hereby, whether due or not.

9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within sixty days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the sixty day period of time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebtedness secured and intended to be secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed

in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto, County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note, or the duly authorized Attorney-in-Fact of either, is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

James T. Mixon, Jr.

Diane L. Mixon

STATE OF MISSISSIPPI,

COUNTY OF DeSoto

Personally appeared before me , the undersigned Authority in and for the said County, the within named James T. Mixon, Jr. and Diane L. Mixon , his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 19Th day of APRIL 19 76

My Commission Expires February 19, 1980

STATE OF MISSISSIPPI

COUNTY OF DeSoto

I, H. L. Ferguson, Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at 2:30 o'clock P. M., on the 21 day of April 1976, and was recorded in Vol. , Record of Deeds, pages , on the day of 19

Clerk of the Court of Chancery

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 30 minutes P. M. 21 day of April 1976, and that the same has been recorded in Book 198 Page 653 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 21 day of April 1976.

Fees$ 5.50 pd. SEAL H. L. Ferguson CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 212 PAGE 149 THIS 19 DAY OF May 1981
H. D. Ferguson CHANCERY CLERK

TRUST DEED

THIS INDENTURE, made this the 21st day of April, 1976, between ROY R. HENDERSON and wife, LINDA HENDERSON, Party of the First Part, and FIRST NATIONAL BANK, SOUTHAVEN, MISSISSIPPI, Party of the Second Part;

WITNESSETH, that whereas, said party of the first part, being indebted to the said party of the second part in the sum of Eight Thousand Three Hundred Eighty-Nine and 80/100 Dollars ($8,389.80), which includes principle and interest, repayable in 60 equal monthly installments of $139.83 each, beginning May 23, 1976, and due the 23rd day of each month thereafter until paid in full, and any further amount that the party of the second part may furnish the party of the first part, 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 137, Section A, Southaven Subdivision, in Section 14, Township 1 South, Range 8 West, and shown on the revises plat of said Subdivision which is recorded in Plat Book 2, Pages 4 and 5, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 61, Page 486, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before maturity, then this instrument is to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part, their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

WITNESS our signatures the date written above.

Roy R. Henderson

Linda Henderson

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Roy R. Henderson and wife, Linda Henderson, who acknowledged that they signed and delivered the above and foregoing Deed of Trust on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 20th day of April, 1976.

Debbie M. Braswell
Notary Public

My Commission Expires:

My Commission Expires February 19, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock P. M. on the 21 day of April 1976, and that the same has been recorded in Book 148 Page 666 records of REAL ESTATE Trust Deed

Witness my hand and seal this the 21 day of April 1976.

H. D. Ferguson CLERK

2.50

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CANCELLED BY AUTHORITY, RECORDED IN BOOK
555 PAGE 666
THIS 27th DAY OF Sept 1991
W. E. Davis
Chancery Clerk by: D. Stanley, DC

Assignment of this Instrument Recorded in
Real Estate TD Book
No. 199 Page 539
This the 10 day of May 1976
W. E. Williams Clerk

VA Form 26-6321 (Home Loan)
Revised January 1974. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 16th day of April, 1976, by and between BOBBY G. COLEMAN and wife, BETTY J. COLEMAN, Bobby G. Coleman is one and the same person as Bobby Gene Coleman

, hereinafter called the Grantor; DAVID G. WILLIAMS and MILBURN K. NOELL, JR., hereinafter called the Trustee, and

FIRST NATIONAL BANK OF MEMPHIS

, a corporation organized and existing under the laws of the UNITED STATES OF AMERICA, having its principal office and post-office address at 165 Madison Avenue, Memphis, Tennessee 38103 hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar ($1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DeSoto, State of Mississippi, to wit:

Lot 371, 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.

The mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, or guaranteed under the provisions of the Servicemen's Readjustment Act of 1944, as amended, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed. Upon any violation of this undertaking, the mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned: wall to wall carpets in the living room, three bedrooms, hall and closets.

To Have and to Hold the same unto the Trustee and unto his successors and assigns, forever.

In Trust, However, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of TWENTY-NINE THOUSAND AND NO/100ths---- Dollars ($ 29,000.00), with interest from date at the rate of Eight per centum (8.0 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of First National Bank of Memphis, 165 Madison Avenue in Memphis, Tennessee 38103 , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of TWO HUNDRED TWELVE & 86/100 Dollars ($ 212.86), commencing on the first day of June , 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 May , 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 Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be One per centum (1 %) 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.

Bobby G. Coleman

Betty J. Coleman

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO } ss:

Personally appeared before me , the undersigned
in and for said County, the within named Bobby G. Coleman and
Betty J. Coleman , his wife, who acknowledged that the y signed and
delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 16th day of April , 19 76.

Deborah B. Ambro

[illegible] January 8, 1980

RETURN TO:
Wm Fox R., & B., LTD.
P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38671

[illegible] 2:35 April 21, 1976

[illegible] said County, [illegible] g conveyance [illegible] office on the [illegible] day of [illegible], 19 [illegible]

[illegible] SEALS

[illegible] Trust [illegible]

[illegible] a zero)

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock
35 minutes P. M. 21 day of April 1976, and that the same has
been recorded in Book 148 Page 657 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 21 day of April 1976.

Fees $ 5.00 pd. SEAL H. H. Ferguson CLERK