

CANCELLED BY AUTHORITY RECORDED IN BOOK

22.6 PAGE 78
THIS 2 DAY OF June 1978
H. G. Ferguson
CHANCERY CLERK

Subordination Agreement
of this Instrument Recorded in
Book Estate T 10
No. 210 Page 283
This 14 day of April 1977
H. G. Ferguson Clerk

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1965)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between William T. Hawks and wife, Mrs. Diane Hawks,

of the first part, hereinafter designated as the Grantor,

Nat G. Troutt Trustee, of the second part, hereinafter designated as Trustee, and

N. Paul Allison and wife, Mrs. Shirley H. Allison of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Three Hundred Fifty-Five Thousand Dollars and No/100-----DOLLARS (\$ 355,000.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 7-1/2 per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

In 30 equal installments of \$11,833.33, together with all accrued interest thereon, and with the first such principal payment of \$11,833.33, together with all accrued interest on the principal balance, being due and payable on or before January 1, 1977, and with a like principal installment payment of \$11,833.33, together with all accrued interest on the unpaid principal balance, being due and payable on or before January 1 of each successive year thereafter until all principal and interest have been paid in full. The final installment due hereunder, if not sooner paid, shall be due and payable on or before January 1, 2006. It being the intention and purpose of the parties that Grantor shall make an annual principal payment of \$11,833.33, together with all accrued interest on the unpaid principal balance, until both principal and interest have been paid in full; provided, however, that Grantor, at Grantor's option, may defer any annual principal payment (but not interest) until no later than the date of January 1, 2006. In the event Grantor shall elect to defer any annual principal payment when due then Grantor shall still pay on the due date of such annual principal payment as herein set out, all accrued interest on the unpaid principal balance, as it is the intention and purpose of the parties that interest shall not be deferred in any manner. Provided, further, that as Beneficiary is now indebted to the Federal Land Bank of New Orleans pursuant to a deed of trust dated June 12, 1973 and recorded in Book 161 at Page 290, in the office of the Clerk of the Chancery Court of DeSoto County, Mississippi, and has annual payments due now to the said Federal Land Bank of New Orleans pursuant to said deed of trust, Grantor shall, regardless of any other provisions of this instant deed of trust, pay to Beneficiary, on each annual principal payment due date an amount adequate for Beneficiary to pay its annual payment (both of principal and interest) as then due to the said Federal Land Bank of New Orleans. It is the intention and purpose of the parties hereto that Beneficiary shall have adequate income and funds from this deed of trust by which to pay the indebtedness of Beneficiary to the said Federal Land Bank of New Orleans.

Grantor shall have the right of prepayment without penalty.

Regardless of any prepayment privileges, Grantor shall not have the right to pay on the purchase price any sum or sums, during the year 1976 that would cause the total amount paid during the year 1976 on the purchase price to exceed 29% thereof.

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

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

County of DeSoto

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

TRACT I

The South Half of the Southwest Quarter of Section 29,
Township 2, Range 6, DeSoto County, Mississippi, and
being 80 acres, more or less.

TRACT II

The South Half of the Southeast Quarter of Section 30,
Township 2, Range 6, DeSoto County, Mississippi, being
80 acres, more or less.

TRACT III

The Southeast Quarter of the Southwest Quarter of Section 30, Township 2, Range 6, DeSoto County, Mississippi, and being 40 acres, more or less.

TRACT IV

The Northeast Quarter of Section 31, Township 2, Range 6, DeSoto County, Mississippi, and being 160 acres, more or less.

TRACT V

The North Half of the Southeast Quarter of Section 31, Township 2, Range 6, DeSoto County, Mississippi, and being 80 acres, more or less.

TRACT VI

The North Half of the Southwest Quarter of Section 32, Township 2, Range 6, DeSoto County, Mississippi, and being 80 acres, more or less.

TRACT VII

The Northwest Quarter of Section 32, Township 2, Range 6, DeSoto County, Mississippi, being 160 acres, more or less.

Meaning to describe and convey, and conveying herein, a total of 680 acres, more or less, located and situated in DeSoto County, Mississippi.

This deed of trust and lien is a second and subordinate deed of trust and lien to that of the Hernando Bank, Hernando, Mississippi, securing a principal indebtedness, together with all interest and incidentals thereto, in the principal sum of \$95,000.00 as executed and delivered by Grantor to said Bank, as to that part of said real property described as the South Half of the Northwest Quarter of Section 32, Township 2 South, Range 6 West, DeSoto County, Mississippi, and the North Half of the Southwest Quarter of Section 32, Township 2 South, Range 6 West, DeSoto County, Mississippi, and being a total of 160 acres, more or less. It being the intention and purpose of the parties that the said Hernando Bank shall have a first lien and deed of trust to the said 160 acres, more or less. *W & L*
SAH

Further, this deed of trust and lien is a second and subordinate deed of trust and lien to that of the said Federal Land Bank of New Orleans as to the remaining 520 acres of the said 680 acres, and which deed of trust is dated June 12, 1973, and recorded in Book 161 at Page 290 in the office of the Clerk of the Chancery Court of DeSoto County, Mississippi.

As to the said 160 acre tract of land, first deed of trust and lien of which is to be held by the said Hernando Bank, same does front on Craft Road in DeSoto County, Mississippi, and Grantor may, from time to time, secure releases from this deed of trust and lien by paying the sum of \$75.00 per acre so released and which will be paid directly to the Federal Land Bank of New Orleans to the credit of Beneficiary unless the said Federal Land Bank and Beneficiary should jointly direct Grantor to do otherwise in writing. As to any of the said 160 acres so released from this deed of trust and lien, such acreage shall be measured and computed by running from the said Craft Road back to the back side of said 160 acre tract of land between parallel lines and no real property shall be released from this deed of trust and lien that does not extend from the said Craft Road to the back boundary line of the said 160 acre tract of land and which extension shall be parallel lines as to the North and South boundaries thereof. In like manner, as to the balance of said real property, being the remaining 520 acres, Grantor may also secure releases under the same formula and being based on the said Craft Road and running back between parallel lines and with all the same conditions and stipulations that pertain thereto, but by paying \$750.00 per acre.

Any payments due by Grantor to Beneficiary pursuant to this deed of trust, and the promissory note executed in connection therewith, and including both principal and interest, must be paid by Grantor to the said Federal Land Bank of New Orleans to the credit of Beneficiary, unless Grantor is otherwise notified by Beneficiary and the Federal Land Bank of New Orleans in writing.

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 beneficiary shall also cover such future and additional advances as may be made to the grantor, or any part thereof, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be 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 the actual cancellation of this instrument by the public records, and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 21st day of April 19 76

William T. Hawks
WILLIAM T. HAWKS
Diane Hawks
MRS. DIANE HAWKS

STATE OF MISSISSIPPI,
COUNTY OF TATE

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named William T. Hawks and Mrs. Diane Hawks

who severally acknowledged that they

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



Given under my hand and official seal, this the 21st day of April 19 76

My Commission Expires: My Commission Expires January 27, 1980

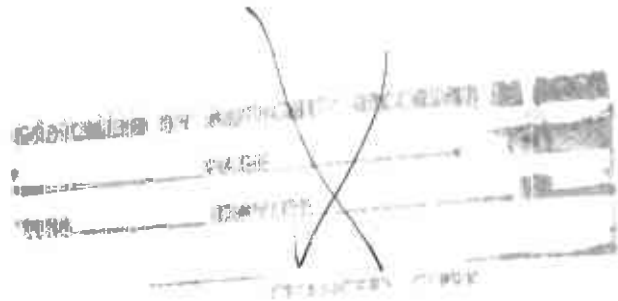
Henry Elmer Stokes
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 40 minutes P. M. 21 day of April 1976, and that the same has been recorded in Book 199 Page 1 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

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CANCELLED BY AUTHORITY RECORDED IN BOOK

298 284
PAGE 3
JUNE 19 83

H. B. Ferguson
CHANCERY CLERK

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

DEED OF TRUST

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

THIS DEED OF TRUST, made and entered into this 19TH day of APRIL, 1976, by and between Stephen Favazza et ux Deborah A. Favazza

, 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 241, Section C, Twin Lakes Subdivision in Section 5, Township 2 South, Range 8 West as per plat thereof in Plat Book 8, Pages 41 through 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 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 TWENTY FOUR THOUSAND FIVE HUNDRED AND 00/100 Dollars (\$ 24,500.00), 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 EIGHTY EIGHT & 41/100 Dollars (\$ 188.41), 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 (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments.

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

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

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

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

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

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

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

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

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

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

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

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

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

in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto, Mississippi 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.

Stephen Favazza
 Stephen Favazza
Deborah A. Favazza
 Deborah A. Favazza

STATE OF MISSISSIPPI }
 COUNTY OF DeSoto }

Personally appeared before me in and for the said County, the within named Stephen Favazza, the undersigned Authority and Deborah A. Favazza, 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 1976

Bobbie M. ...



STATE OF MISSISSIPPI }
 COUNTY OF DeSoto }

I, Bobbie M. ..., Clerk of the Court of the Chancery of said County, do hereby certify that the

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 2 o'clock 30 minutes P. M. 21 day of April 1976, and that the same has been recorded in Book 199 Page 6 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of April 1976.

Fees \$ 5.00 pd.

SEAL *H. P. ...* CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
241 PAGE 14
THE 10 DAY OF April 1976
H. D. Ferguson
CHANCERY CLERK

This Indenture, made by and between William Larry Hall, single party

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 279, Section B, Rev., in Greenbrook Subdivision on Section 19, Township 1 south, range 8 west as shown by plat recorded in Plat Book 8, Pages 51 and 52 in the office of the Chancery Clerk of said County.

This conveyance is made in trust, however, to secure the payment of \$ 5,384.40 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 Sixty-Four and 10/100 Dollars (\$64.10) each; first of said installments being due and payable on April 28, 1976 and one of such installments on the 28th of each month thereafter until said debt is paid in full.

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails to do so, the holder or holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgagee's subrogation clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due on account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney, then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby; and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Witness the signature of the party of the first part, on this the 6th day of April 1976
Donna Morgan
William Larry Hall
William Larry Hall

STATE OF Tennessee
COUNTY OF Shelby

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named
William Larry Hall

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 6th day of April 1976
Diane B. Lindsey
Notary Public

COUNTY _____
Instrument was _____
at _____ o'clock and _____
of that the _____
_____ 19____
Clerk _____
\$3.00
D. Ball
107
Memphis 38/61

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 19 day of April 1976, and that the same has
been recorded in Book 199 Page 9 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 22 day of April 1976.

Fees \$ 3.00 pd.

SEAL H. P. Ferguson CLERK



Divisional Offices
100 North Main Building
P.O. Box 3073
Memphis, Tennessee 38103
Phone 701-525-4343

TRUST DEED

FROM
William Larry Hall

TO
COMMERCIAL AND INDUSTRIAL BANK

FOR THE USE OF
Trustee
Tommy Rainer

STATE OF MISSISSIPPI
County of Desoto

H. P. Ferguson Clerk
of the Chancery Court and ex-officio Recorder for the
County and State aforesaid, do hereby certify that the
within instrument of writing was filed for record in my
office on the 19 day of April

A.D. 1976, at 10:30 o'clock A. M., and has been
this day duly recorded in Trust Deed Record.

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

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

229 Pg. 55
 1978 August 19 28

H. B. Ferguson
 CHANCERY CLERK

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

DEED OF TRUST
 LAND

THIS INDENTURE, this day made and entered into between

ERNEST B. BEALL, SR., AND WIFE ETHEL J. BEALL

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 THOUSAND SEVEN HUNDRED EIGHTEEN & 40/100-----DOLLARS

(\$ 1,718.40) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of Ten per centum per annum after Maturity , providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit: Due and repayable in Twenty-four monthly installments of Seventy-one & 60/100 (\$71.60) each, the first being due on the 20th day of May, 1976, and one due the 20th day of each consecutive month thereafter until paid in full.

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

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

DeSoto County, Mississippi, Lot 150, Section B, DeSoto Woods Subdivision State of Mississippi, and more particularly described as follows, to-wit:

Land lying and being situated in DeSoto County, Mississippi, Lot 150, Section B, DeSoto Woods Subdivision in Section 2, Township 2, Range 8, as per plat thereof recorded in Plat Book 6, Page 8, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This Deed is a renewal and extension of that certain Deed of Trust recorded in Book 196, Page 337, in the office of The Chancery Clerk of DeSoto County.

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor, this the _____ day of _____ 19____

Ernest B. Beall Sr.
Ethel J. Beall

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

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

Ernest B. Beall, Sr., and wife Ethel J. Beall 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 21st day of April 1976
My Commission Expires Jan. 7, 1978
Elois M. Barber
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 21 day of April 1976, and that the same has been recorded in Book 199 Page 11 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 22 day of April 1976.
Fees 5.00 pd
H. G. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK
226 TAG# 530

THIS 15 DAY OF June 1978
W. H. Longman
CLERK

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

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between William T. Hawks and wife,
Mrs. Diane Hawks

of the first part, hereinafter designated as the Grantor,

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

The Hernando Bank (a banking corporation of the State of Mississippi domiciled in
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
Ninety-Five Thousand and No/100-----DOLLARS
(\$ 95,000.00) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of 8-1/2 per centum per annum after
date providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

\$95,000.00, together with all accrued interest on the unpaid principal balance
on or before December 15, 1976.

Grantor has the right of prepayment 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 Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the

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

TRACT I

The South Half of the Northwest Quarter of Section 32, Township
2 South, Range 6 West, DeSoto County, Mississippi, and being
80 acres, more or less.

TRACT II

The North Half of the Southwest Quarter of Section 32, Township
2 South, Range 6 West, DeSoto County, Mississippi.

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 21st day of April 1976

William T. Hawks
WILLIAM T. HAWKS
Diane Hawks
MRS. DIANE HAWKS

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named William T. Hawks and Mrs. Diane Hawks

who severally acknowledged that they

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

Given under my hand and official seal, this the 21st day of April 1976

My Commission Expires Jan. 7, 1978

Edwin M. Barber
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 minutes A.M. 21 day of April 1976, and that the same has
been returned Page 14 records of REAL ESTATE Trust Deed

Witness my hand and seal this the 22 day of April 1976.

Fees \$5.00 pd.

SEAL

H. M. Ferguson

CLERK

Assignment of this Instrument Recorded In
Real Estate TID Book
No. 291 Page 338
This the 28 day of Dec 19 82

Assignment of this Instrument Recorded In
Real Estate TID Book
No. 291 Page 341
This the 28 day of Dec 19 82

17

W. D. Ferguson Clerk

CANCELLED BY AUTHORITY REC
PAGE 600
THIS 2ND DAY OF
Sept 4TH 1992
W. E. Davis
W. E. Davis
Branch Memphis No. Mos 180

March 26 19 76

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

Whereas, Robert Williams and Lizzie Anna Williams

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 Three Thousand Two Hundred Seventy Four Dollars (\$23,274.00) as evidenced by one certain promissory note of even date herewith made by the Grantor to the Beneficiary and payable in monthly installments of \$ 129.39, the first of said installments being due and payable on the 5 day of JUNE, 1976, and a like installment on the 5 day of each and every month thereafter until the entire principal sum, together with interest from maturity at the rate of six per cent per annum has been paid in full;

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

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

Lot 18, of the James H. Berry Subdivision, located in the Northwest Quarter of Section 31, Township 2 South, Range 5 West, DeSoto County, Mississippi; and being of record in Plat Book 6, Page 1 in the Office of the Chancery Court Clerk of said county; and reference is hereby made to said plat book for a more particular description.

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 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

Mid State Home
Assignment of this Instrument recorded in
Real Estate TID Book
No. 596 Page 6
Was the 7 day of Aug 19 92
W. E. Davis Clerk
W. E. Davis

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 26 day of March, 1976

Robert Williams Jr.
Lizzie Anna Williams

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 _____

RETURN TO:
JIM WALTER HOMES, INC.
P. O. BOX 22601
TAMPA, FLORIDA 33622

SEAL

ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Jerry Franklin one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn deposed and saith that he saw the within names Robert Williams Jr. and Lizzie Anna Williams

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 Lizzie Anna Williams and Robert Williams Jr. husband and wife.

GIVEN under my hand and official seal, this the 26th day of MARCH, 1976

John H. Fox III
NOTARY PUBLIC



STATE OF MISSISSIPPI, DEKALB COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. on 22 day of April, 1976, and that the same has been recorded in 199 Page 17 records of REAL ESTATE Trust Deed of said County.

Witness my hand and official seal, this the 22 day of April, 1976.

Fees \$ 4.00

SEAL *H. H. Ferguson* CLERK

012126

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. }

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 9 day of Sept. 19 75, made and executed by Robert A. Whitten and
Evelyn Allen Whitten of Rt. 3, Hernando, Miss. 38632 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. 190 on page 272
of the Record of Trust Deeds, on the 9 day of Sept. 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 22nd day of April, 19 76.

THE HERNANDO BANK

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

STATE OF MISSISSIPPI, }
DeSoto County. }

Personally came and appeared before me, the undersigned authority, Elois M. Barbee, Notary Public
in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed
of said The Hernando Bank, after first being duly authorized and empowered to so do.
Given under my hand and seal of office, this 22nd day of April A. D. 19 76

My Commission Expires Jan 7, 1978

[Signature]
Elois M. Barbee

LAWRENCE-GREENWOOD 37844

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
25 minutes A. M. 22 day of April 1976, and that the same has
been recorded in Book 199 Page 19 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 22 day of April 1976.

Fees \$ 2.50 pd.

SEAL [Signature] CLERK

ORDER TO CANCEL DEED OF TRUST

State Of Mississippi
County of DeSoto

Promissory note dated April 30, 1971

The Promissory note and Deed of Trust are to be canceled on property located :

Lots 15, 16, 17 Sec. 28 & 29 of Shakkoka Lake Sub'd, Township 1, Range 6W of the County of DeSoto, State of Mississippi.

Note in the amount of ~~\$2000~~ ³⁰⁰⁰ to Jay Spear, Jr., from purchaser J. B. Kelly and Sarah Malone Kelly has been paid in full as of date 2/29/76. Said Deed of Trust is of record in Book 128, Page 119, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Jay Spear, Jr.
Jay Spear, Jr.

Palm Beach County
Florida State

Personally came and appeared before me, the undersigned Notary Public in and for County and State aforesaid, Jay Spear, Jr. who acknowledged that he signed and delivered the above and foregoing instrument on the date for the purpose therein mentioned.

Given under my hand and seal of office this 25th day of March A.D., 1976

My Commission expired
Notary Public, State of Florida at Large
My Commission Expires May 22-1979

Jay Spear, Jr.
Jay Spear, Jr.
Lawrence J. White
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. 22 day of April 1976, and that the same has been recorded in Book 199 Page 20 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal of office this the 22 day of April 1976.
Fees \$ 2.50
SEAL H. H. Ferguson CLERK

F-1915

RELEASE OF DEED OF TRUST

STATE OF LOUISIANA
PARISH OF ORLEANS

Loan No. 197771

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 Zallie B. Puryear and Husband, R. T. Puryear (also known as Roger T. Puryear) on January 6th, 1969, to secure an indebtedness to The Federal Land Bank of New Orleans in the principal sum of \$ 40,000.00, which said deed of trust is of record in Deed of Trust Book 107, Page 117, of the records in your office.

Witness the corporate signature and seal of The Federal Land Bank of New Orleans on this the 19th day of April, 1976.



THE FEDERAL LAND BANK OF NEW ORLEANS

By: Lester L. Jeansonne Jr.
Its Vice President & Treasurer

ATTEST:
By: Harry F. Beacham
Its: Assistant 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 Harry F. Beacham who acknowledged that as Vice President & Treasurer and Vice President 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 19th day of April, 1976.

(SEAL)

William Tobin
Notary Public

My commission expires at death.

CERTIFICATE OF CLERK

STATE OF MISSISSIPPI
COUNTY OF _____

I hereby certify that this instrument was filed for record in my office at _____ o'clock _____ M. on the _____ day of _____, 19____ and date _____

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 22 day of April 1976, and that the same has been recorded in Book 199 Page 21 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of April 1976.

Fees \$ 2.50 pd.

SEAL

H. P. Ferguson CLERK

This Instrument was prepared by Herschel Crowley, Jr., Attorney 3119 Poplar Ave., Memphis, Tenn.

RELEASE (Mississippi)

All indebtedness secured by a certain Deed of Trust from Dancy Development Co. to George S. McIngvale, Trustee, for the use and benefit of Hugh Dancy, dated July 23, 1970, and recorded in Book 121, page 483, 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 Hugh Dancy as lawful holder of the indebtedness—or—as Trustee in said Deed of Trust in accordance with direction by the holder of the indebtedness, hereby releases and discharges the lien of said Deed of Trust.

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

IN WITNESS WHEREOF, the said Hugh Dancy has hereunto set his hand (or caused its corporate name signed hereto by and through its proper officers duly authorized so to do), this the 9th day of April, 1976.

[Signature] Hugh Dancy

STATE OF TENNESSEE COUNTY OF SHELBY

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

Given under my hand and seal this 9th day of APRIL, 1976.

[Signature] Notary Public

My commission expires: 4-15-78

STATE OF TENN COUNTY OF Shelby

This day personally appeared before me, the undersigned authority in and for said State and County, the within named and known to me to be the and respectively of a corporation, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned,

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 35 minutes P.M. on 22 day of April 1976, and that the same has been recorded in Book 199 Page 22 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of April 1976.

Fees \$ 2.50

SEAL: [Signature] CLERK

35 40914

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 John W. Wooten and wife Juanita Wooten to Wallace E. Johnson Supply Company, Inc. and recorded on page 147 of Book Number 73 of the Record of Deeds or Deeds of Trust in your office. This 7th day of April, 1976.

UNIVERSAL C.I.T. CREDIT CORP.

By H. W. Harrison
Vice President

State of New York
County of New York

"Personally appeared before me, the undersigned authority in and for said county and state, the within named H. W. Harrison, who is known to me to be the Vice President of Universal C.I.T. Credit Corporation, who acknowledged to me that as such official of said corporation, he signed and delivered the foregoing instrument on the day and year therein mentioned, as his act and deed, on behalf of Universal C.I.T. Credit Corporation, and as the act of said corporation, begin thereunto first duly authorized.

"Given under my hand and official seal, this the 7th day of April, A.D., 1976.

NOTARIAL SEAL

Doris McFalls
Notary Public

My Commission Expires DORIS McFALLS
Notary Public, State of New York
No. 41-7527070 Qual. in Queens Co.
Certificate filed in New York County
Commission Expires March 30, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 30 minutes P. M. 22 day of April 1976, and that the same has been recorded in Book 199 Page 23 record of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this 23 day of April 1976.
Fees \$ 2.50
H. H. Sugarman

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. }

KNOW ALL MEN BY THESE PRESENTS: That Lewisburg Farms
of _____ the beneficiary, does hereby certify that a certain trust deed
bearing date the 13 day of Feb 1973, made and executed by Chester Sewell
et al of Olive Branch to Lewisburg Farms
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. 154 on page 86
of the Record of Trust Deeds, on the 13 day of Feb, A. D. 1973, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Lewisburg Farms, Inc.
Anne Bryan Broadway, Pres.

STATE OF MISSISSIPPI, }
DeSoto County. }

Personally came and appeared before me, the undersigned authority,
in and for County and State aforesaid, Anne Bryan Broadway 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 21st day of April A. D. 1976



Gayle B. Allen
Notary Public

LAWRENCE-GRESHWOOD 87844

STATE OF MISSISSIPPI }
COUNTY }
Instrument was filed for record at 10 o'clock
on the April 23, 1976, and the tax thereon has
been paid. VALUE OF REAL ESTATE 199
of said _____
23 April 1976
H. H. [Signature]
2.50

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

slr B.P.

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 23 day of March 19 71 made and executed by Barbara Vega, Grantor
Southaven, Miss. 38671
of Star Rt. Box 46-A 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 361
of the Record of Trust Deeds, on the 29 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 22nd day of April, 19 76.

THE HERNANDO BANK

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

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Elois M. Barbee, Notary Public
in and for County and State aforesaid A. S. Ballard, Jr., President who acknowledged that he signed and

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed
of said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 22nd day of April A. D. 19 76

My Commission Expires Jan. 7, 1978

Elois M. Barbee

LAWRENCE-GREENWOOD 37044

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 23 day of April 1976, and that the same has
been recorded in Book 199 Page 25 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 23 day of April 1976.

Fees \$ 2.50 nk

[Signature]

o/r B.R.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. }

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 22 day of April 19 71 made and executed by Hiram M. Pope and
Macil H. Pope of Memphis, Tenn.
of 5710 Sycamore Grove 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. 127 on page 378
of the Record of Trust Deeds, on the 27 day of April 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 23rd day of April, 19 76.

THE HERNANDO BANK

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

STATE OF MISSISSIPPI, }
DeSoto County. }

Personally came and appeared before me, the undersigned authority, Elois M. Barbee, Notary Public
in and for County and State aforesaid, A. S. Ballard, Jr., Pres. 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 23rd day of April A. D. 19 76

My Commission Expires Jan. 7, 1978

[Signature]
Elois M. Barbee

LAWRENCE-GREENWOOD 37844

STATE OF MISSISSIPPI, } COUNTY
I certify that this instrument was filed for record at 10 o'clock
30 A. 23 April 1976, and that the same has
been recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate
Trust Deed Record No. 127 on page 378 of the Record of Trust Deeds, on the 27 day of April A. D. 19 71
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 23 day of April, 19 76.
2.50 *[Signature]*

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI,
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Peoples Bank & Trust, Olive Branch, Miss
of Olive Branch, Miss the beneficiary, does hereby certify that a certain trust deed
bearing date the 16 day of July 19 74 made and executed by David L. Greer & Claudia
P. Greer of Olive Branch, Miss to Peoples Bank & Trust
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 177 on page 446
of the Record of Trust Deeds, on the 17 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 & Trust, Olive Branch, Miss.
Janice C. Payne Ass't. Cashier

STATE OF MISSISSIPPI,
DeSoto County.

Personally came and appeared before me, the undersigned authority, Guy M. Loftin, a Notary Public
in and for County and State aforesaid, Janice C. Payne, Ass't Cashier who acknowledged that he signed and
Peoples Bank and Trust
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 22nd day of April, A. D. 19 76
Guy M. Loftin
My Commission Expires Jan. 18, 1977
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. 23 day of April 1976, and that the same has
been recorded in Book 199 page 27 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this 23 day of April 1976.
Fees \$ 2.50

H. P. [Signature]

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

ERNEST RAY CONN and wife, NORA CONN,

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

Mortgage Company, dated March 5, 1976, securing a note in

the sum of \$ 33,250.00 recorded in Book 197, Page 671,

of the office of the Chancery Clerk of DeSoto,

County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF the undersigned has executed this Assignment through its duly authorized officer and has caused its corporate seal to be thereunto affixed on this, the 21st day of April, 1976.

BAILEY MORTGAGE COMPANY

William Cook
William Cook, Vice President



STATE OF MISSISSIPPI
COUNTY OF HINDS.....

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

GIVEN under my hand and official seal, this the 21st day of April, 1976.

Lucille Brown
NOTARY PUBLIC



BMC-14

My Commission Expires Oct. 31, 1978

STATE OF MISSISSIPPI COUNTY
30 A. 23
199 28 Opie
23
2-50
10 o'clock
REAL ESTATE
1976

CANCELLED BY AUTHORITY RECORDED IN BOOK
306 PAGE 437
THIS 4 DAY OF Nov. 19 83
H. D. Ferguson
CHANCERY CLERK

LICENSED LENDER
FINANCEAMERICA CORPORATION LAND DEED OF TRUST
1711 Stateline Rd. Southaven, Mississippi 38671

NO. AND STREET		CITY		LOAN DATE	
NO. 40807-0		29		4-22-76	
MONTHLY INSTALLMENT DUE DATE		INTEREST (DISCOUNT)		SERVICE CHARGE	
		9157.36		9157.36	
MORTGAGORS—BORROWERS		COMBINED ESC. & SERV. CHG.		OFFICIAL FEES	
Virgil Eugene Grace		16.00		19152.00	
Rt. 2, Box 339				TOTAL OF PRIN. CONTR. OF LOAN	
Olive Branch, Miss. 38654				9994.64	
SPOUSE		NOTES PAYABLE IN MONTHLY PAYMENTS, THE FIRST ONE		FIRST PAYMENT DUE	
Jo Lobley		\$228.00 AND 83		5-29-76	
		EACH EXCEPT FINAL PAYMENT SHALL BE UNPAID BALANCE		FINAL PAYMENT DUE	
		RATE		4-29-83	
				REVISION DATE	
				4-27-76	

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:

In Section Twenty-two (22), Township Two (2), Range 6 (6) in DeSoto County, Mississippi, beginning at the Northwest corner of one acre of land conveyed to Frank Stephens and wife on April 25, 1959; running thence West 105 feet to a point; thence South 210 feet to a point; thence East 105 feet to a point; thence North 210 feet to the point of beginning, containing 1/2 acre of land, more or less.

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 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, 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.

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 22nd day of April 1976
Signed in the presence of:
Linda H. Shivers X
Virgil Eugene Grace (SEAL) X
Jo Lobby Grace (SEAL) X
X (SEAL)

STATE OF MISSISSIPPI,
Desoto County.

Personally appeared before me, the undersigned Notary Public in and for said County, the within named Virgil Eugene Grace & Jo Lobby Grace

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 22nd day of April 1976

Rebecca S. McCaskey
My Commission Expires April 22, 1978

TRUST	23	1976	Exec. Clerk	Chancery Court	was filed for record	A. M. on	1976	day of	Page	to my office	this	19	Clerk	D. C.	FEES	\$	\$	\$	\$
-------	----	------	-------------	----------------	----------------------	----------	------	--------	------	--------------	------	----	-------	-------	------	----	----	----	----

STATE OF MISSISSIPPI, DESEOTO COUNTY
I certify that this instrument was filed for record at 10 o'clock
50 minutes A. M. on 23 day of April 1976, and that the same has
been recorded in 199 volume 29 of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this 23 day of April 1976.
H. R. Ferguson

RELEASE OF DEED OF TRUST

To the Clerk of the
Chancery Court of
DeSoto County

You are hereby authorized and directed to satisfy and cancel of record in your office
the Deed of Trust executed by:

Joseph Alexander and Perlie Mae Alexander, his wife

For the use and benefit of:

Investors Acceptance Corp. (Avco Financial Services)

On the 6th day of Nov., 1969, and recorded in Trust Deed Book 113,
Page 407, of the records of your office.

The indebtedness secured by said Deed of Trust was not any one and has been fully
paid to the undersigned.

Witness my signature on this the 13th day of April, 1976.

Avco Financial Services

William E. Thomas

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for said County
and State, William E. Thomas, who acknowledged and that he signed and delivered
the foregoing release of Trust Deed on the day and date hereinbefore mentioned.

Donny R. North
Notary Public

My Commission Expires August 24, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
55 minutes A.M. 23 day of April 1976, and that the same has
been recorded in Book 199 Page 31 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this 23 day of April 1976.

2.50

H. R. Ferguson

RELEASE OF DEED OF TRUST

To the Clerk of the
Chancery Court of

DeSoto County

You are hereby authorized and directed to satisfy and cancel of record in your office
the Deed of Trust executed by:

Nash E. Beach and Sarah M. Beach, his wife

For the use and benefit of:

(Guaranty Loan) Avco Financial Services of Miss., Inc.

On the 16th day of Oct., 1973, and recorded in Trust Deed Book 167,
Page 160, of the records of your office.

The indebtedness secured by said Deed of Trust was not any one and has been fully
paid to the undersigned.

Witness my signature on this the 13th day of April, 1976.

Avco Financial Services

William E. Thomas

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for said County
and State, William E. Thomas, who acknowledged and that he signed and delivered
the foregoing release of Trust Deed on the day and date hereinbefore mentioned.

Joseph P. Martin
Notary Public

My Commission Expires August 24, 1978

STATE OF MISSISSIPPI COUNTY OF DeSoto
I hereby certify that the foregoing was filed for record at 10 o'clock
55 A. 93rd April
149 32
23 April 1976
2.50

RELEASE OF DEED OF TRUST

To the Clerk of the
Chancery Court of

DeSoto County

You are hereby authorized and directed to satisfy and cancel of record in your office
the Deed of Trust executed by:

Noah E. Beach and Sarah M. Beach, His wife

For the use and benefit of:

Avco Financial Services of Miss. Inc.

On the 14th day of May, 19 75 and recorded in Trust Deed Book 559, 185
Page 559, of the records of your office.

The indebtedness secured by said Deed of Trust was not any one and has been fully
paid to the undersigned.

Witness my signature on this the 13th day of April, 19 76.

Avco Financial Services

William E. Thomas

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for said County
and State, William E. Thomas, who acknowledged and that he signed and delivered
the foregoing release of Trust Deed on the day and date hereinbefore mentioned.

Donald P. Martin
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
55 minutes A. M. 23rd day of April 1976, and that the same has
been recorded in Book 179 Page 53 RECORDS OF REAL ESTATE Trust Deed

Witness my hand and seal this 23 day of April 1976.
Fees \$ 2.50
H. H. Ferguson

RELEASE OF DEED OF TRUST

To the Clerk of the
Chancery Court of

DeSoto County

You are hereby authorized and directed to satisfy and cancel of record in your office
the Deed of Trust executed by:

Robert L. Igleheart and Louise R. Igleheart, his wife

For the use and benefit of:

Avco Financial Services of Miss. Inc.

On the 24th day of July, 19 76 and recorded in Trust Deed Book 177,
Page 625, of the records of your office.

The indebtedness secured by said Deed of Trust was not any one and has been fully
paid to the undersigned.

Witness my signature on this the 13th day of April, 19 76.

Avco Financial Services

William E. Thomas

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for said County
and State, William E. Thomas, who acknowledged and that he signed and delivered
the foregoing release of Trust Deed on the day and date hereinbefore mentioned.

Joseph R. Martin
Notary Public

My Commission Expires August 24, 1979

STATE OF MISSISSIPPI COUNTY
I HEREBY certify that this instrument was filed for record at 10 o'clock
55 149 34 April 1976, and that Avco has
been recorded in the office of the Clerk of the Chancery Court of
DeSoto County, Mississippi.
2-50
23 April 1976
Joseph R. Martin

RELEASE OF DEED OF TRUST

To the Clerk of the
Chancery Court of
DeSoto County :

You are hereby authorized and directed to satisfy and cancel of record in your office
the Deed of Trust executed by:

Larry Richard Kilbury and Annette E. Kilbury, his wife

For the use and benefit of:

Avco Financial Services of Miss., Inc.

On the 17th day of Oct., 19 75, and recorded in Trust Deed Book 192,
Page 139, of the records of your office.

The indebtedness secured by said Deed of Trust was not any one and has been fully
paid to the undersigned.

Witness my signature on this the 13th day of April, 19 76.

Avco Financial Services

William E. Thomas

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for said County
and State, William E. Thomas, who acknowledged and that he signed and delivered
the foregoing release of Trust Deed on the day and date hereinbefore mentioned.

Randy B. Martin
Notary Public

My Commission Expires August 24, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
55 minutes A. M. 23 day of April 1976, and that the same has
been recorded in Book 199 Page 35 records of REAL ESTATE Trust Deed
of said county.

Witness my hand and seal this 23 day of April, 1976.

Witness 2.50 per.

H. H. Ferguson

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

RETURN TO:
RECORD DATA OF MISS.
SUITE 922-100 N. MAIN
MEMPHIS, TN 38103

STATE OF MISSISSIPPI,
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That J. A. Joyner, Manager
of FinanceAmerica Corporation the beneficiary, does hereby certify that a certain trust deed
bearing date the 22nd day of April 1975 made and executed by Virgil E. Grace
and Jo Loble Grace of Olive Branch, Miss. to FinanceAmerica Corp.

the above named beneficiary, and recorded in the office of the Chanbery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 185 on page 243
of the Record of Trust Deeds, on the 29th day of April A. D. 1975 is now fully paid
and satisfied, and I do hereby authorize the Clerk of the Chanbery 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
J. A. Joyner, Manager

STATE OF MISSISSIPPI,
DeSoto County.

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 22 day of April A. D. 1975

NOTARIAL COMMISSION EXPIRES APRIL 23, 1976

Rebecca J. McCarty
Rebecca J. McCarty

LA 4816103 - GREENWOOD 87244

STATE OF MISSISSIPPI, COUNTY
Instrument was filed for record at 10 o'clock
on 23rd day of April 1975, and that it has
been recorded in the RECORDS OF REAL ESTATE
of said County.
55
199
36
23
2.50
H. H. Ferguson
H. H. Ferguson

Yed. Natl. Mtg. Assoc.
Amount of this instrument recorded in
Deed Estate T 1 A
No. 200 Page 687
This the 9 day of June 19 76
W. E. Davis

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 21st. day of April, 1976,

by and between

KENNETH M. BREWER and wife, PATRICIA A. BREWER

, 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, Jackson, Mississippi, hereinafter called the

Beneficiary;

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

Lot 1666, Section "F" of Southaven West Subdivision, in Section 22, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 3, Pages 29 and 30, in the Chancery Court Clerks Office 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

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 Eight Thousand

Five Hundred Fifty and No/100----- Dollars (\$28,550.00), 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 Bailey Mortgage Company,

161 E. Amite Street, Jackson,

Mississippi

or at such other place as the holder may designate, in writing, in monthly installments of Two Hundred Nineteen

and 54/100----- Dollars (\$ 219.54), commencing on the first day of

June, 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 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 (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

CANCELLED BY AUTHORITY RECORDED IN BOOK
780 PAGE 744

THIS 14th DAY OF Sept. 19 95

W. E. Davis
CHANCERY CLERK
By: P. Stanley Jr

38

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

Kenneth M. Brewer

 Kenneth M. Brewer
Patricia A. Brewer

 Patricia A. Brewer

STATE OF MISSISSIPPI, }
 COUNTY OF DESOTO }

Personally appeared before me a Notary Public, the undersigned Lee V. Hamberlin in and for the said County, the within named Kenneth M. Brewer and Patricia A. Brewer, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 21st. day of April, 1976

Lee V. Hamberlin

 Lee V. Hamberlin, Notary Public

STATE OF MISSISSIPPI, }
 COUNTY OF Desoto }

My Commission Expires: 6/5/79

I, H. H. Ferguson, Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at 10:30 o'clock A. M., on the 23 day of April, 1976, and was recorded in Vol. 199, Record of Deeds, pages 37, on the day of April, 1976.

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 23 day of April, 1976, and that the same has been recorded in Book 199 Page 37 records of REAL ESTATE Trust Deed of Desoto County.

Witness my hand and seal of this 27 day of April, 1976.
 Fees 5.00
H. H. Ferguson

 H. H. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDS IN 1958

331 PAGE 51
24 DAY OF Jan. 85
H. B. Ferguson
NOTARY PUBLIC N.Y.

FOR REAL ESTATE, CHATTEL OR BOTH

DONNIE L. BLACKBURN,
ET UX, GRANTORS
To DEED OF TRUST
JAMES J. FRANKLIN,
ET UX, BENEFICIARIES

THIS INDENTURE, Made this 23 day of April 1976
between Donnie L. Blackburn and wife, Marilyn L. Blackburn,
of the first part,
and James J. Franklin and wife, Betty J. Franklin, 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-three Thousand and No/100 Dollars (\$23,000.00) evidenced by one promissory note of even date bearing interest as provided in the note, due and repayable in equal amortized monthly installments of \$175.00 each, the first installment due one month from date and one installment due monthly thereafter until paid in full.

and very furthermore that the party of the second part may furnish the party of the first part during the term of the note... 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: All the agricultural products of every kind that may be raised, and all the crops of every kind to be grown by the said party of the second part...

The land in DeSoto County, Mississippi described as follows, to-wit:

Lot 18, Section A, Jeffries Hill Subdivision as shown by the Plat recorded in Plat Book 2, page 52 in the office of the Chancery Clerk of said County in Section 4, Township 2, Range 8.

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

The first parties covenant and agree to maintain fire and extended coverage insurance on the dwelling house located on the above described lot with loss payable clause in favor of second party as interest may appear during the life of this trust deed.

The principal and interest remaining unpaid on this indebtedness shall be finally due and payable on May 1, 2006.

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

STATE OF MISSISSIPPI, DeSOTO COUNTY. Personally appeared before me the undersigned authority Donnie L. Blackburn and wife, Marilyn L. Blackburn of said County, the within named

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

Given with my hand and official seal, this 23 day of April 1976. My commission expires: 3-28-79 (SEAL) Sarah Bethune Notary Public

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

STATE OF MISSISSIPPI, DeSOTO COUNTY. Notary Public. 50 P. 23 April 1976 40 3 o'clock. 27 April 1976. 250

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 205 Page 131
This the 20 day of Oct. 1976
H. H. Ferguson

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 200 Page 599
This the 3 day of June 1976
H. H. Ferguson

VA Form 25-4221 (Home Loan)
Revised January 1974. Use Op-
tional Section 1316, Title 38,
U.S.C. Acceptable to Federal
National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 22nd day of April, 1976,
by and between

Larry Dean McCullar and wife, Wanda Mae McCullar

, hereinafter called the Grantor;
G. L. Oates, hereinafter called the Trustee, and

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

Assignment of this Instrument Recorded in
Real Est. TID Book
No. 362 Page 136
This the 14 day of April 1986
H. H. Ferguson

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 987, Section E, Greenbrook Subdivision, a subdivision according to a map
or plat thereof which is on file and of record in the office of the Chancery
Clerk of DeSoto County, Mississippi, in Plat Book 9, a Page 44 and 45, there-
of, reference to which is hereby made in aid of and as a part of this
description. All of said lot being located in Section 19, Township 1 South,
Range 7 West, DeSoto County, Mississippi.

The funds derived from the indebtedness secured by this deed of trust have
been 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
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
due for such guaranty, the mortgagee herein may, at its option, declare
all sums secured by this mortgage immediately due and payable.

CANCELLED BY AUTHORITY RECORD # 1077
397 PAGE 99
THIS DEED OF TRUST OF April 1976
H. H. Ferguson
Ray D. Taylor, D.C.

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

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

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Thirty One Thousand Three Hundred and no/100-- Dollars (\$ 31,300.00), 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 Wortman & Mann, Inc., 444 North State Street in Jackson, Mississippi, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Twenty Nine Dollars (\$ 229.74), 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.

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100

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of _____ 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.

Larry Dean McCullar
Larry Dean McCullar

Wanda Mae McCullar
Wanda Mae McCullar

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority and in and for said County, the within named Larry Dean McCullar and Wanda Mae McCullar, 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 22 day of April, 1976

Barbara J. Crawshaw
Notary Public

My Commission Expires:
3-8-80



MISSISSIPPI Trust
2:05 P.M.
of said County, regarding conveyance this office on the of April, 1976.
The Chief of Chancery. 522218
T. J. J. J.

STATE OF MISSISSIPPI COUNTY OF DeSoto
I certify that this instrument was filed for record at 3 o'clock
of April 1976, and that the same has
been recorded in Book 41 of REAL ESTATE Trust filed
with the Clerk of the County on the 27 day of April 1976.
H. H. Ferguson

Case 5-00

E. N. LAUDERDALE, ET AL, GRANTORS

TO

DEED OF TRUST

SECURITY BANK OF HERNANDO, BENEFICIARY

This indendure made this 22nd day of April, 1976 between E. N. Lauderdale, E. N. Lauderdale, Jr. and Charles C. Lauderdale, of the first part, and Security Bank of Hernando of the second part, WITNESSETH:

That whereas, said party of the first part, being indebted to the said party of the second part in the sum of Forty-Seven Thousand Five Hundred Seventy Dollars (\$47,570.00) evidenced by a promissory note of even date, bearing 8% interest from maturity, due and repayable in 83 equal monthly installments of \$566.30 and an 84th and final installments of \$567.10, first of said installments shall be due and one installment due each succeeding month thereafter until paid in full.

And the party of the first part having agreed to secure the prompt payment of the same when due: Therefore in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by George S. McIngvale, Trustee, the party of the first part have this day granted, bargained and sold to the said Trustee the following described property, located in the County of DeSoto and State of Mississippi, viz:

Part of the Southeast Quarter of Section 18, Township 3, Range 7 in the Town of Hernando described as BEGINNING at the intersection of the South line of Mississippi Highway #304 and the West line of McCracken Road, said point lying 1,694.0 feet west of the east line of the Southeast Quarter of Section 18, Township 3, Range 7; thence north 88 degrees 23 minutes west along south line of Mississippi Highway #304 230 feet to the point of beginning of the land herein conveyed; thence continuing along the south line of Highway #304 80 feet to a point; thence south 200 feet to a point; thence east 80 feet to a point; thence north 200 feet to the point of beginning.

First party covenant 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 party of the first part promptly pay the above stated indebtedness on or before the due dates thereof then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs 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 the 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.

E. N. Lauderdale was appointed Attorney-in-Fact for E. N. Lauderdale, Jr. by instrument recorded in Power of Attorney and Contracts Book 42, Page 187 and Attorney-in-Fact for Charles C. Lauderdale by instrument recorded in Power of Attorney and Contracts Book 42, page 185 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Witness our signatures this the 22nd day of April, 1976

E. N. Lauderdale
E. N. Lauderdale

E. N. Lauderdale, Jr.
By, E. N. Lauderdale, Attorney-in-Fact

Charles C. Lauderdale
By, E. N. Lauderdale, Attorney-in-Fact

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said county and state, the witin named E. N. Lauderdale, E. N. Lauderdale, Jr. by E. N. Lauderdale as Attorney-in-Fact, and Charles C. Lauderdale by E. N. Lauderdale as Attorne-in-Fact who acknowledged that they signed and delivered the above and foregoing Deed of Trust on the day and date therein mentioned as their free and volutary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this 22nd day of April, 1976.



Rebecca Kelly
Notary Public

My Commission Expires:

4-7-78

STATE OF MISSISSIPPI COUNTY
I certify that this instrument was filed for record at 3 o'clock
no minutes P. M. 23 day of April 1976, and that the same has
199 been recorded in 46 page 46 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 22 day of April 1976.
Fees 3.00 H. P. Ferguson

48

F-3172

AUTHORITY TO CANCEL 20-700-8934

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI:

You are hereby authorized to cancel of record that certain Deed of Trust on land executed by Oscar V. Newman and Mary Alice T. Newman, his wife, to J. R. Wilson & J. N. Muir Trustees, beneficiary, dated March 29, 1972, recorded in Book 140, Page 201 of the records of Mortgages and Deeds of Trust in your office, which deed of trust was assigned to Union Planters National Bank, Memphis, Tennessee, on the 14th day of March, 1972, as shown of record in Book _____, Page _____ of said records.

IN WITNESS WHEREOF, the said Union Planters National Bank has caused this instrument to be executed by its duly authorized officers this 8th day of April, 1976.

ATTEST: UNION PLANTERS NATIONAL BANK
R. W. Marshall Instalment Credit Officer
BY Ed Tillman Assistant Vice President

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned Notary Public, in and for State and County aforesaid, the within named Ed Tillman, Asst. Vice President and R. W. Marshall, Instl. Credit Officer, of the Union Planters National Bank, who acknowledged that they signed and delivered the foregoing instrument and affixed the seal of said corporation thereto on the day and year of its date as the act and deed of said corporation.

Given under my hand and official seal this 8th day of April, 1976.

Mary R. [Signature]
Notary Public

My Commission Expires 3-7-78

STATE OF TENNESSEE COUNTY OF SHELBY
I hereby certify that this instrument was recorded on 30 day of April, 1976 at 3 o'clock P. M. in the office of the Chancery Clerk of said County.
2.50

CANCELLED
325
749
THIS 31 Oct. 1984
749
CHANCERY by K. G.

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

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

SANDRA K. SCANLON, 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 FOUR HUNDRED SEVENTY-FIVE and 80/100-----DOLLARS
(\$ 3,475.80) evidenced by a promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of Eight per centum per annum after
maturity, providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

The sum of \$3,475.80, which includes principal and interest, due and payable in 60 equal monthly installments of \$57.93 each, beginning May 15, 1976, and due the 15th day of each month thereafter until whole of said indebtedness is paid in full.

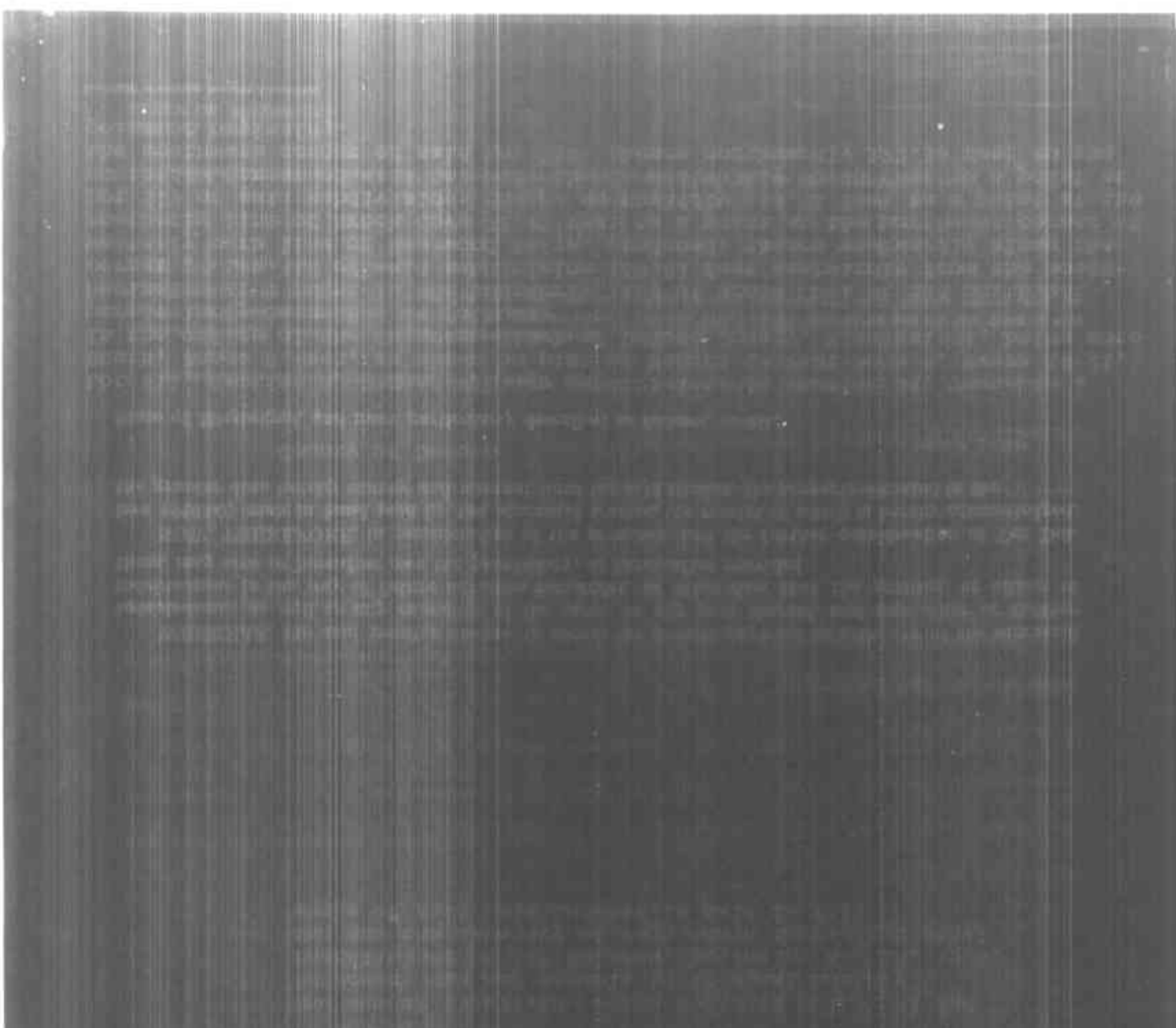
WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now 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 511, 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 in the southerly line of Brook Cove at the northwest corner of Lot 512 of said subdivision 169.83 feet westwardly from the southwesterly curb line of Kentwood Drive, produced; thence westwardly along the southerly line of Brook Cove 72.45 feet to a point at the northeast corner of Lot 510 of said subdivision; thence southwardly 104.51 feet to a point at the southeast corner of said Lot 510; thence eastwardly 65.83 feet to a point at the southwest corner of said Lot 512; thence northwardly 127.38 feet to the point of beginning.



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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 338 of the Mississippi Code of 1943 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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



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

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or 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.

Sandra K. Scanlon
Sandra K. Scanlon

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 Sandra K. Scanlon

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 16th 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 9 o'clock
45 minutes A. M. 27 day of April 1976, and that the same has
been recorded in Book 199 page 49 REAL ESTATE Trust Deed
of 27 pages.
27 / *H. M. Ferguson*
pd 15.00

52

LAND DEED OF TRUST

WHEREAS, the undersigned Glennell Harrison and wife Rosie B. Harrison is/are
indebted to Termplan Inc. 1963 A Hwy 51 South Southaven Miss 38671, beneficiary,
in the sum of ONE THOUSAND FOUR HUNDRED FORTY SEVEN AND 44/100 (1447.44) Dollars,
as evidenced by my/our promissory note in said amount, of even date herewith, dated and payable to the order of
Termplan Inc
or bearer, in 18 installments of \$ 80.00 each, and a final installment of \$ 87.44, on the
1st day of each and every month hereafter until paid in full, with interest after maturity 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 (if) that may be or become owing by the grantors or either of them to the beneficiary prior to the payment of the in-
debtedness 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/does hereby sell, convey and warrant unto Henry A Ashby Jr.
as Trustee, the following described property situated in the City of Olive Branch, County of DeSoto
and State of Mississippi, to-wit:

2.3 Acres in the northwest quarter of Section 14, township 2, South, Range 6 West, DeSoto County, Mississippi, being more particularly described as commencing at the northeast corner of the northwest quarter of Section 14, Township 2 South Range 6 West, DeSoto County, Mississippi thence south 40° 30' East 210.4 feet to an iron pin at the point of beginning; thence from point of beginning run south 4° 30' East 69.1 feet to an iron pin at the northeast corner of the Charlie Brown one acre tract; thence south 85° 30' West 104.35 feet to a point; thence South 4° 30' East 417.42 feet to a point, said point being the southwest corner of the Charlie Brown one acre tract; thence north 85° 30' East 104.35 feet to a iron pin, said point being the southeast corner of the Charlie Brown one acre tract; thence south 4° 30' East 257.58 feet to a iron pin on a fence line; thence north 35° 20' West 740 feet to an iron pin in a fence line thence north 68° 42' East 405 feet a point of beginning and containing 2.3 acres, and also a right of way 20 feet wide for the purposes of ingress and egress to extend from the northern boundary of the herin described property across the land owned by Renier T. Clark to College Rd.
together with all and singular the improvements thereon and appurtenances thereunto belonging.

The undersigned covenant(s) that the undersigned has/have exclusive and undivided 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 of 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
auction, 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 same time, at said courthouse at which said property is to be sold, and out of the proceeds of such sale, the lawful costs and ex-
penses 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) in whose name 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, in the repairing, reconstructing, reconstruction or replacement of the aforesaid property or to any balance remaining
outstanding on the aforesaid note, or other said indebtedness, whether all thereof be then due or not; and that all taxes and other charges maturing from time to time
on said property shall be kept promptly paid. In event the undersigned shall neglect or refuse to obtain said insurance or pay said taxes and other charges, then said
beneficiary may, at its option, but is not required to, obtain such insurance and pay all such taxes and other charges, either or all; and all sums of money expended
therefor are hereby secured by this deed of trust, and shall be repayable with interest at 6% 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 under-
signed 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 herefrom, all as hereinbefore provided in event of default in payment of said
note by the undersigned.

This deed of trust secures not only the aforesaid indebtedness but also such future and additional advances as may be made to the grantors, or either
of them, by the beneficiary in a sum not exceeding \$10,000.00 (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 heretofore, now, or hereafter contracted with the beneficiary by the grantors, or either of them, before the cancellation
of record of this instrument, whether such indebtedness be represented by promissory notes, open account, or otherwise, including also any indebtedness of any grant-
or herein made as joint maker, surety, endorser or guarantor, either direct, contingent or indirect, together with all extensions and renewals of any of the aforesaid
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 author-
ized to appoint, in writing, successor or substitute trustees in the place of the Trustee herein 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 here-
by, 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 20th day of April, 19 76.

Glennell Harrison
Rosie B. Harrison

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for said county and state, the within named Glennell Harrison and Rosie Harrison

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 20th day of April, 19 76



[Signature]
(Notary Public)
My commission expires: April

STATE OF MISSISSIPPI COUNTY
Instrument was filed for record at 9 o'clock
45 A. 27 April
199 52
27 April
3-00

Tract I 0.231 acre + Tract II
Partial Release of this Instrument Recorded in
Real Estate T10 Book
No. 259 Page 639
This 5 day of June 19 80
H. A. Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOKS
375 PAGE 104
THIS 11 DAY OF Sept. 19 86
H. A. 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 Milton F. Herrington and his wife, Mrs. Jayne P. Herrington

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 Twenty seven thousand seven hundred sixty five and 99/100----- DOLLARS (\$ 27,765.99) 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 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

County of DeSoto

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

Beginning at a point in the west right of way line of the U. S. Highway No. 78, 1048 feet southeast from the intersection of said right of way line with what is known as Blocker Avenue, or said beginning point being 630 feet southeast from the northeast corner of the parcel of land sold to Elizabeth D. Hudson, running thence southeasterly with said right of way line 85 feet; thence westwardly and at a right angle with said right of way line 210 feet; thence northwesterly parallel with said Highway 85 feet; thence eastwardly 210 feet to said right of way line or the beginning point, containing one-half acre, more or less, and being in Section 34, Township 1, Range 6 West. And being the same land deeded to R. J. Bell, and wife Katherine N. Bell by Mrs. Eva Lemmon, et al, under date of September 3, 1941, as recorded in Book 28, page 408, records of Land Deeds of DeSoto County, Mississippi.

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 14th day of April 1976

Milton F. Herrington
Milton F. Herrington

Jayne P. Herrington
Jayne P. Herrington

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 F. Herrington and his wife Jayne P. Herrington 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 14 day of April 1976

My Commission Expires: *Jan 18 1977* *Henry D. Loftin*
Notary Public

STATE OF MISSISSIPPI, DE SOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock
45 minutes A.M. on the 27 day of April 1976, and that the same has
been recorded in Book 199, page 53.

22.500

27 April
H. M. Ferguson

56

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI,
DeSoto County.

ss.

KNOW ALL MEN BY THESE PRESENTS: That FIRST NATIONAL BANK
of Hernando, Mississippi (Southaven Branch) the beneficiary, does hereby certify that a certain trust deed
bearing date the 16th day of December 19 74 made and executed by JAMES WATKINS
and wife, BETTY WATKINS to said bank,

the above named beneficiary, and recorded in the office of the Chancery Clerk of
County, in the State of Mississippi in Real Estate Trust Deed Record No. 182 on page 159
of the Record of Trust Deeds, on the 18th day of December A. D. 19 74, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said 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
JACK W. USSERY, the President of
in and for County and State aforesaid, 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 1 day of April, A. D. 19 76.



Debra J. Ray

NOTARY PUBLIC

My Commission Expires My Commission Expires Nov. 24, 1979.

LAWRENCE-GIBSON/ROCC 87844

STATE OF MISSISSIPPI, DE SOTO COUNTY
I certify that this instrument was filed for record at 9 o'clock
45 minutes of April 1976, and that the same has
been recorded in the office of the Clerk of the Chancery Court of
DeSoto County, Mississippi, in the Real Estate Trust Deed Book
No. 182 on page 159.
2.50
27 April
1976
Debra J. Ray

CANCELLED BY AUTHORITY RECORDED IN BOOK
261 PAGE 596
31 DAY OF July 19 80
H. M. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1954)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

JOSEPH L. BOUDREAUX and wife, ELIZABETH E. BOUDREAUX, 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
TWO THOUSAND TWO HUNDRED SIXTEEN and 16/100 ----- DOLLARS
(\$ 2,216.16) 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 \$2,216.16, which includes principal and interest,
repayable in 18 equal monthly installments of \$123.12 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 Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the

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

Lot 1322, 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.

88

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 16th day of April, 1976.

Joseph L. Boudreaux
Joseph L. Boudreaux

Elizabeth E. Boudreaux
Elizabeth E. Boudreaux

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 Joseph L. Boudreaux and Elizabeth E. Boudreaux, 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.
My Commission Expires: 1-8-80
Deborah B. Ansbro
Notary Public

STATE OF MISSISSIPPI, DE SOTO COUNTY
45 A. M. 27 April 1976
199 57
Witness my hand and seal this the 27 day of April
SEAL *H. L. Ferguson*

CANCELLED BY AUTHORITY RECORDED IN BOOK
-296 PAGE 232
THIS 26 DAY OF April 1925
H. B. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1924)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between Edward M. Holmes and wife,
Josephine N. Holmes

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
Twenty two thousand one hundred ninety one and 12/100----- DOLLARS
(\$ 22,191.12) 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 84 monthly installments of \$264.18 each,
with the first installment being due on or before the th of May
and one installment payable on or before the same day of each
succeeding month thereafter until paid in full.

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

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

State of Mississippi, and more particularly described as follows, to-wit: Part of the Northwest
Quarter of Section 13, Township 2, Range 7 West, DeSoto County, Miss., described as
beginning at an iron pin in north line Section 13, Township 2, Range 7 West, said
pin being 735.2 feet east of Northwest corner of said Section; thence South 10 degrees
49' West 710.8 feet to an iron pin; thence South 75 degrees 11' East 150' to an iron
pin; thence South 10 degrees 49' West 200 feet to a point in center of Bridgforth Road;
thence South 75 degrees 26' East along center said road 25.05 feet to a point; thence
North 10 degrees 49' East along West line of the Raines Tract 939.18 feet to an iron
pin in north line said Section; thence South 87 degrees 00' West along said Section
line 180.2 feet to the point of beginning and containing 3.02 acres, more or less.
All bearings are magnetic.

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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 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 hereto, 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

Edward M. Holmes
Edward M. Holmes

Josephine N. Holmes
Josephine N. Holmes

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid the within named Edward M. Holmes and Josephine N. Holmes 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: May 18, 1976
Annika B. Jones
Notary Public



STATE OF MISSISSIPPI, DE SOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
45 minutes A. M. 27 day of April 1976, and that the same has
been recorded in Book 199 Page 61

pd, 5.00

27
H. G. Ferguson
April

64

Cancelled AUTHORITY RECORDED IN MISSISSIPPI
201 PAGE 547
28 DAY OF June 1976
W. E. Anderson

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

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between Larry Eugene Alderson and wife, Phyllis Marie B. Alderson

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 two hundred ninety nine and 12/100----- DOLLARS (\$ 4299.12) evidenced by a promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10% per centum per annum after maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Due and repayable in 36 monthly installments of \$119.42 each with the first installment being due on or before the 5th of June and one installment payable on or before 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

State of Mississippi, and more particularly described as follows, to-wit: That certain lot or parcel of land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit: Beginning at the southwest corner of the acre deeded to Calvin H. Alderson and wife, Aileen D. Alderson, of Section 36, Township 1, Range 7 West, thence east 210 feet to a stake, thence south 105 feet to a stake, thence west 210 feet to a stake, thence north 105 feet to the point of beginning, containing one-half acre, more or less, and being the same land conveyed by J. A. Summers to J. E. Daughtry, recorded in DeSoto County, Mississippi.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 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 approved by 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 21 day of April 1976

Larry Eugene Alderson
Larry Eugene Alderson
Phyllis Marie B. Alderson
Phyllis Marie B. Alderson

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Larry Eugene Alderson and wife Phyllis Marie B. Alderson, 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 21 day of April 1976
My Commission Expires: *Jan 18, 1977*



Guy D. Seltzer
Notary Public

45 A. 27 197 April 27
Pd. 6.00
H. M. Ferguson
9 21 Lock
1976 and that the same has
REAL ESTATE DIVISION

FULLY PAID AND SATISFIED, 10/1/78
UNITED STATES OF AMERICA, FARMERS HOME
ADMINISTRATION BY Kayser D. White
COUNTY SUPERVISOR, PURSUANT TO AUTHORITY
CONTAINED IN 31, F. R. 14109.

Attested this 2nd day of Oct., 1978.
H. S. Ferguson clk.

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 23, 1976
(Date)

by and between the undersigned JAMES F. FISCHER and wife, BARBARA R. FISCHER

residing in Walls, DeSoto County, Mississippi, whose post office
address is 5168 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:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
April 23, 1976	\$22,790.00	8-1/2%	April 23, 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 621, 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.

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Subject to the following exceptions:

1. Easements, subdivision restrictions and building lines as shown on plat of record in Plat Book 10, Pages 32 and 33, in the office of the Chancery Clerk of DeSoto County, Mississippi.
2. Right of Way instrument executed by DeSoto Development Corporation to Mississippi Power & Light Company, dated September 4, 1972; a five foot utility easement along rear and side lot lines as recorded in Book 100, Page 377, in the office of the Chancery Clerk of DeSoto County, Mississippi.
3. Rights of way and easements for public roads and public utilities.
4. Subdivision and zoning regulations in effect in DeSoto County, Mississippi.
5. Mechanics' and materialmen's liens not shown of record.
6. Any unrecorded rights of way and/or easements.
7. An accurate and up to date survey of said premises and to any easements and/or encroachments as might be shown by such survey.
8. Taxes for the year 1976, not yet due and payable.

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

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

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

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

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

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

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

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

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS the signature(s) of Borrower the day and year first above written.

James F. Fischer
James F. Fischer

Barbara R. Fischer
Barbara R. Fischer

STATE OF MISSISSIPPI

COUNTY OF DeSoto

is: ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within-named James F. Fischer and Barbara R. Fischer, 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 23rd day of April, 1976.

Bettie M. Beaswell
(Signature)

(SEAL)

Notary Public

(Title)

My Commission Expires:
Feb. 19, 1980

STATE OF MISSISSIPPI

15 minutes A.

been prepared

of said

5.00

27
199

COUNTY

Instrument was filed for record at 9 o'clock
April 1976, and that the same has
been recorded in REAL ESTATE BOOK

27

H. H. Beaswell
April 1976

72

TRACT II:

Two acres, more or less, in the Northwest Quarter of Section 9, Township 4, Range 7 West, described as beginning at the Southwest corner of the North Half of the Northwest Quarter of said Section 9, said point being further described as the Southeast corner of the 3 acre tract conveyed to Freelyn P. Cook, et ux, by Warranty Deed recorded in Book 67, page 15; running thence North 70 yards to a point which is the Northeast corner of the hereinabove referred to 3 acre tract; thence East 108 yards to a point in a ditch; thence along said ditch in a Southeasterly direction approximately 90 yards to a point in the South line of the North Half of the Northwest Quarter of Section 9, Township 4, Range 7, thence West 170 yards to the point of beginning.

Containing in all 5 acres, more or less.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment 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 3689-1-55 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 expenses of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 21st day of April, 1976.

Freelyn E. Cook
 FREELYN E. COOK
Janie Scott Cook
 JANIE SCOTT COOK

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 FREELYN E. COOK and wife, JANIE SCOTT COOK, who severally acknowledged that THEY signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 21st day of April, 1976.
 My Commission Expires: My Commission Expires May 5, 1977
Janie McLennox Elder
 Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 25 minutes A. M. 27 1976 April

Witness my hand and seal this the 27 day of April
J. H. Ferguson
 SEAL

pd. 5.00

74

Assignment of this instrument recorded in
Real Estate Book
No. 199 Page 533
This the 10 day of May 1976
H. J. Ferguson Clerk

Assignment of this instrument Recorded in
Real Estate Book
No. 223 Page 187
This the 28 day of March 1978
H. J. Ferguson Clerk

STATE OF MISSISSIPPI
FHA FORM NO. 21354
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 23rd day of April, 1976, by and between Bobby Gene Miller and wife, Della Fay Miller

, hereinafter called the Grantor;
Max B. Ostnar, 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, Tenn. 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 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 3, 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.

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 and Company, 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 Thirty-three thousand two hundred and no/100 Dollars (\$ 33,200.00), with interest from date at the rate of Eight per centum (8 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of 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, in monthly installments of Two Hundred Forty-three and 69/100 Dollars (\$ 243.69), commencing on the first day of June 1, 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 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 (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

Assignment BY AUTHORITY RECORDED IN BOOK 379 PAGE 331
13 DAY OF Oct 1986
H. J. Ferguson D
CHANCERY CLERK 25

CANCELLED BY AUTHORITY RECORDED IN BOOK 505 PAGE 486
THIS 24th DAY OF April 19 90
W. E. Davis
CHANCERY CLERK
By S. Taylor, S.C.

25

(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 Ten 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 Ten 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.

Bobby Gene Miller
Bobby Gene Miller

Della Fay Miller
Della Fay Miller

STATE OF MISSISSIPPI,

COUNTY OF DeSoto

Personally appeared before me a notary public, the undersigned authority in and for the said County, the within named Bobby Gene Miller and Della Fay Miller, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 23rd day of April, 19 76

My Commission Expires March 8, 1980

Barbara J. Crumshaw
Notary Public

STATE OF MISSISSIPPI

COUNTY OF DeSoto

STATE OF MISSISSIPPI,)
I certify that this instrument was filed for record at 10 o'clock)
35 minutes A. day of April, 1976, and that the same has)
been recorded in 27 Page 74 records of REAL ESTATE Trust Deed)
of said County.)
Witness my hand and seal this 27 day of April, 1976.)
Fees \$ 5.00)
SEAL H. H. Ferguson)

5.00 PD
DeSoto Title

xxx 13.65 ac 2-3-6
Dunlap to Brewer

STATE OF MISSISSIPPI
COUNTY OF DESOTO

ORDER TO CANCEL DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS: That M. B. Ross ^{deceased,} and wife,
Stella E. Ross, the beneficiary, does
hereby certify that a certain trust deed bearing date of the
23rd day of July, 1969, made and executed
by Leo V. Fortune, Jr. to
James E. Woods, Trustee for the benefit
of the above named beneficiary, and recorded in the office of
the Chancery Clerk of DeSoto County, Mississippi, in Book 111,
Page 621, of the Records of Trust Deeds, on the 26th
day of August, 1969, 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 21st day of April, 1976.

XXXXXXXX

Stella E. Ross
Stella E. Ross

By: _____

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority of
law in and for the jurisdiction aforesaid, the within named
Stella E. Ross
_____, who acknowledged that as _____
~~and~~ _____ respectively,
~~for and on behalf of and by authority of~~ _____
_____ she 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 21
day of April, 1976

My Commission expires:
9-24-79



Rebecca C. Pennington
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
45 minutes A. M. 27 day of April 1976, and that the same has
been recorded in Book 199 Page 77 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 27 day of April 1976.
Fees: 2.50 PD.
H. H. Ferguson CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That First National Bank Hernando
of DeSoto the beneficiary, does hereby certify that a certain trust deed
bearing date the 15th day of June 19: 71 made and executed by William E. Weeks and wife
Patricia M. Weeks of DeSoto to First National Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 129 on page 485
of the Record of Trust Deeds, on the 18th day of June, 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.

First National Bank Hernando
By: R. A. Taylor
R. A. Taylor, Vice President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Richard Taylor
in and for County and State aforesaid, R. A. Taylor, Vice President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 21st day of April



Donna J. Ray

My Commission Expires Nov. 24, 1979

STATE OF MISSISSIPPI, } COUNTY
Instrument was filed for record at 9 o'clock
of 27 April 1976, and that the same has
been recorded in 45 A. 199 78 April 27 April 1976.
H. H. Johnson
2650

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 23, 1976,
(Date)

by and between the undersigned _____

RICHARD D. KITCHENS and wife, DEBRA H. KITCHENS,

residing in Shelby County, Tennessee, ~~XXXXXX~~ whose post office

address is 4404 McCorkle Rd.-Apt.; Memphis, TN ~~XXXXXX~~ 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," WITNESSETH THAT:

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

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
April <u>23</u> , 1976.	\$23,410.00	8.50 per cent	April <u>23</u> , 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 622, Section "D", Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the Office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

FmHA 427-1 MS (Rev. 5-14-74)

FULLY SATISFIED THIS 13th DAY OF Dec 1977 UNITED STATES OF AMERICA
FARMERS HOME ADMINISTRATION, BY Rufus D. White
COUNTY SHERIFF, PURSUANT TO AUTHORITY
CONTAINED IN 16 C.F.R. 74, 75; 20 E.R. 325
20 E.R. 4173 ATTEST: H. D. Ferguson, Clerk
By D. W. McLean, D.C.

80

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(22) Borrower 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.

Richard D. Kitchens
Richard D. Kitchens

Debra H. Kitchens
Debra H. Kitchens

STATE OF MISSISSIPPI
COUNTY OF DeSOTO

ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within-named RICHARD D. KITCHENS and DEBRA H. KITCHENS, 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 23 day of April, 1976



William H. Ruston
(Signature)

NOTARY PUBLIC

(Title)

My Commission Expires: My Commission Expires May 25, 1976

STATE OF MISSISSIPPI DeSOTO COUNTY
I certify that this instrument was filed for record at 1 o'clock P. of April 1976, and that the same has been recorded in Book 79 Page 27 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this 27 day of April 1976.
Seal H. P. Ferguson

Cost \$ 5.00

CANCELLED BY AUTHORITY RECORDED IN BOOK

242 PAGE 124
MAY 3 DAY OF May 19 79
J. M. Ferguson
CHANCERY CLERK

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

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

LESTER K. WYNN and wife, BETTIE L. WYNN,

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 FIFTY-EIGHT AND 20/100 - - - - - DOLLARS
(\$ 3,058.20) 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:

36 equal monthly payments of \$84.95 each, the first payment being due and payable on the 23rd day of May, 1976, with a like payment being due and payable on the 23rd day of each and every successive month thereafter until paid in full, the final and 36th payment being due and payable on the 23rd day of April, 1979.

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

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

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

Lot 738, Section "C", Southaven Subdivision, in Section 23, Township 1 South, Range 8 West, (DeSoto County, Mississippi,) as shown on the revised plat of said subdivision which is recorded in Plat Book 2, Pages 19, 20, 21 & 22 in the Office of the Chancery Clerk of said county.

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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 353 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 retooling the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 20th day of April, 1976.

Lester K. Wynn
Lester K. Wynn
Bettie L. Wynn
Bettie L. Wynn

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named LESTER K. WYNN and wife, BETTIE L. WYNN, 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: Jan. 24, 1979

Betty M. McIntosh
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock
P. M. on the 27 day of April 1976, and that the same has
been returned to Book 199 - 83 records of REAL ESTATE Trust and

OF said County.
Witness my hand and seal this the 27 day of April 1976.
Fees \$ 5.00 Pd. SEAL *H. M. Ferguson* CLERK.

86

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to EVELYN A. BAKER all beneficial interest under that certain Deed of Trust dated April 30, 1973, executed by Leland Sowell and wife, Martha Sowell, to William E. Corr, Jr., Trustee for the benefit of Wayne E. Baker, Sr. and wife, Evelyn A. Baker, recorded in Book 158 at Page 313 of the Land Mortgage Records of DeSoto County, Mississippi.

Together with the note therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under the deed of trust.

DATED this 31 day of March, 1976.

Wayne E. Baker, Sr.
WAYNE E. BAKER, SR.

STATE OF MISSISSIPPI
COUNTY OF DeSoto

THIS DAY personally appeared before me the undersigned authority in and for said County and State, the within named WAYNE E. BAKER, SR. who acknowledged that he signed, executed and delivered the above and foregoing Assignment on the day and year therein mentioned as and for his voluntary act and deed.

GIVEN under my hand and official seal this the 31 day of March, 1976.

Betty J. McIntosh
NOTARY PUBLIC



My commission expires:

Jan. 24, 1979

STATE OF MISSISSIPPI COUNTY

I certify that this instrument was filed for record at 1 o'clock PM of April 1976, and that the same has been recorded in Book 199 Page 86 of the REAL ESTATE Trust Deed

at the 27 day of April 1976.

H. H. Ferguson

2.53

Paid, Satisfied and Cancelled
This 30th day of Dec 1981
George S. McIngvale
Trustee

Attest
H. H. Ferguson
Chancery Clerk
By O. W. McIngvale

FOR REAL ESTATE, CHATTEL OR BOTH

Douglas W. Morris
To { DEED OF TRUST
John W. Morris, et ux

THIS INDENTURE, Made this 24 day of April 1976
between Douglas W. Morris
of the first part,
and John W. Morris and wife, Florence Morris
of the second part.
WITNESSETH, That whereas, said part Y of the first part, being indebted to the said parties
of the second part in the sum of Two Thousand One Hundred Eighty-Two Dollars
(\$2,182.00) evidenced by a promissory note of even date, bearing 8% interest from maturity,
due and repayable on or before the day of April, 1977

and any further amount that the party of the second part may furnish the party of the first part during the year 1976, and to 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 party of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: all of the agricultural
products of every kind that may be raised on the land hereinafter described, and all the crops of every kind to be grown by the party of the first part
family or any lands working with or under the land hereinafter described, or any other lands or otherwise, during the year 1976, on the land that
may be cultivated, or cause to be cultivated, as hereinafter described, and all the farming implements of every kind and

Lot 438, Section D of Buena Vista Lakes Subdivision as shown on plat appearing of record
in Plat Book 5, Pages 40-43 in the office of the Chancery Court Clerk of DeSoto County,
Mississippi to which recorded plat reference is made for a more particular description.
Said lot being situated in Section 13, Township 4, Range 8 West.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession
of said property and sell the same as herein below directed. Should the party Y of the first part promptly pay the above stated indebtedness
on or before the day of April 1977, then this instrument to be void, but in default thereof the said Trustee
shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall
sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale
shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the party
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.
Douglas W. Morris

STATE OF MISSISSIPPI, DESOTO COUNTY.
Personally appeared before me, the undersigned authority of said County, the within named
Douglas W. Morris

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 24 day of April 1976

My Commission Expires: 1-7-1980
(SEAL) Davis B. Knapp 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
35 minutes A. M. 27 day of April 1976, and that the same has
been recorded in Book 199 Page 87 records of REAL ESTATE Trust Deed
of DeSoto County.
Witness my hand and seal this 27 day of April 1976.
Fees \$ 2.50
H. H. Ferguson

PREPARED BY
SIDNEY M. KATZ, ATTY.
2041 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 CAMBRIDGE SAVINGS BANK, that certain Deed of Trust executed by Joseph W. Sharp and wife, Polly Ann/Sharp, to Delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated March 23rd, 19 76, securing a note in the sum of \$ 24,500.00, recorded in Book 197, Page 637, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

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

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of \$ 24,500.00, plus interest at the rate of 8 3/4 % per annum, the first monthly installment being due the 1st day of May, 19 76.

IN WITNESS THEREOF the undersigned has executed this assignment through its Senior Vice President and Assistant Secretary, and has caused its corporate seal to be thereunto affixed on this the 14th day of April, 19 76.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Sidney M. Katz
Senior Vice President

WITNESSES:
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 14th day of April, 19 76.

My Commission Expires Sept. 13, 1977

Judith Cook
NOTARY PUBLIC

2/71/226

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 45 minutes 4. M. 27 day of April 1976, and that the same has been recorded in Book 199 Page 89 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 27 day of April 1976.
Fee: 2.50
H. H. Ferguson

PREPARED BY
SIDNEY M. KATZ, ATTY.
6041 KNIGHT-ARNOLD ROAD
MEMPHIS, TENN. 38118

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto SUFFOLK FRANKLIN SAVINGS BANK, that certain Deed of Trust executed by Robert H. Worsham and wife, Donna P. / Worsham, to Delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated March 1st, 1976, securing a note in the sum of \$ 22,300.00, recorded in Book 197, Page 65, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

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

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of \$ 22,300.00, plus interest at the rate of 8 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 13th day of April, 19 76.

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

ATTEST:
Marvin J. Loskove
Marvin J. Loskove
Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

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

GIVEN UNDER MY HAND and seal of office, this the 13th day of April, 19 76.

My Commission Expires Sept. 13, 1977
2/71/226

Judith Combs
NOTARY PUBLIC

STATE OF MISSISSIPPI COUNTY
Instrument was filed for record at 9 o'clock
45 Q. 27 90 April 1976, and that the same has
199 27 April 1976
2.50

PREPARED BY:
SIDNEY M. KATZ, ATTY.
2041 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 / Correction Deed of record in Book 198, Page 275, 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, 1976.

IN WITNESS THEREOF the undersigned has executed this assignment through its Senior Vice President and Assistant Secretary, and has caused its corporate seal to be thereunto affixed on this the 9th day of April, 1976.

NATIONAL MORTGAGE COMPANY
Sidney M. Katz
Senior Vice President

ATTEST:
Marvin J. Loskove
Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

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

GIVEN UNDER MY HAND and seal of office, this the 9th day of April, 1976.

My Commission Expires Sept. 3, 1978

Jessie Lay
NOTARY PUBLIC

2/71/226

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 45 minutes A. M. 27 day of April 1976, and that the same has been recorded in Book 199 Page 91 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this 27 day of April 1976.
fees 2.50
H. H. Ferguson CLERK

PREPARED BY:
SIDNEY M. KATZ, ATTY.
4042 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 Charles L. Barber and wife, Lydia V. Barber, to Delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated March 22nd, 1976, securing a note in the sum of \$ 36,650.00, recorded in Book 197, Page 595, 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 \$ 36,650.00, plus interest at the rate of 7 3/4 % per annum, the first monthly installment being due the 1st day of May, 1976.

IN WITNESS WHEREOF the undersigned has executed this assignment through its Senior Vice President and Assistant Secretary, and has caused its corporate seal to be thereto affixed on this the 7th day of April, 1976.

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

ATTEST:
S. J. Weissmann
S. J. Weissmann
Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

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

GIVEN UNDER MY HAND and seal of office, this the 7th day of April, 1976.

My Commission Expires Sept. 13, 1977

Judith Condit
NOTARY PUBLIC

2/71/226

STATE OF MISSISSIPPI
COUNTY
45-142-A 27
194 92 April 9 1976
2.50
27 April 1976

RELEASE OF DEED OF TRUST

The undersigned, as owner and holder of that certain note evidenced by a deed of trust, executed by P-Y, Inc., a Tennessee Corporation to Bailey Mortgage Company, Beneficiary, dated the 11th day of June, 1975, recorded at Trust Deed Book 187, Page 19 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 P-Y, Inc., a Tennessee Corporation 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 19 day of April, 1976.

BAILEY MORTGAGE COMPANY

BY: Paul J. Salvo
Paul J. Salvo, Comptroller

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Paul J. Salvo, who severally acknowledges that he is the Comptroller of Bailey Mortgage Company, and that for and on behalf of said corporation and as its act and deed, he signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, having been first duly authorized so to do.

GIVEN under my hand and official seal this the 19 day of April, 1976.

Dealle Brown

Notary Public

My Commission Expires: Oct. 31, 1978

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

STC-33618

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 45 minutes A. M. 27 day of April, 1976, and that the same has been recorded in Book 199 Page 93 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 27 day of April, 1976.

Fees \$ 2.50

H. H. Ferguson CLERK

(SALES)

STATE OF MISSISSIPPI)
COUNTY OF DeSOTO) ss.

ASSIGNMENT OF DEED(S) OF TRUST

THIS ASSIGNMENT OF DEED(S) OF TRUST, executed this 23rd 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 CLAYTON FEDERAL SAVINGS & 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:

<u>Original Mortgagor</u>	<u>Date of Mortgage (Deed of Trust)</u>	<u>Book No.</u>	<u>Page No.</u>
✓ Frankie E. Benton & Virginia C. Benton	12-27-74	182	351
✓ Carlton S. Ashley & Meredith Jane Ashley	9-04-75	190	338

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: David J. Evans
Attorney-in-Fact

STATE OF GEORGIA)
COUNTY OF FULTON) ss.

Personally appeared before me the undersigned authority in and for the jurisdiction aforesaid, David J. Evans, who acknowledged that he is Attorney-in-Fact for Government National Mortgage Association and that, for and on behalf of said Corporation and as its act and deed, he signed and delivered the above and foregoing instrument on the day and year therein mentioned, being first duly authorized so to do by said Corporation.

WITNESS my signature and official seal of office this 23rd day of March, 1976.

Allen G. DeCook
Notary Public, Georgia at Large
My commission expires: 8/22/78
(SEAL)

STATE OF MISSISSIPPI) COUNTY)
Instrument was filed for record at 9 o'clock
45 A. 27 April 1976, and that the same has
been recorded in the office of the Chancery Clerk of DeSoto County, Mississippi.
94
27 April 1976.
H. G. Ferguson

Fee \$ 2.50 pd

RELEASE OF ASSIGNMENT OF DEED OF TRUST

To The Chancery Clerk of Desoto County, Mississippi:

You are hereby authorized, empowered and directed to mark "Satisfied and Cancelled" of Record that certain Assignment of Deed of Trust executed by Charles E. Townsend and Mary Sue Townsend to Grenada Bank, Grenada, Mississippi dated the 31st day of May, 1973, A.D. and recorded at Page 258, Book 160 of the Real Estate Trust Records of your office. The assignment herein described is of a certain Deed of Trust executed April 8, 1971 by George W. Stanford and wife, Jeroline P. Stanford to B. G. Perry, Trustee in favor fo Charles E. Townsend and wife, Mary Sue Townsend, which said deed is recorded in Book 127, page 30 of Land Deed of Trust Records for Desoto County, Mississippi.

Executed this 23rd day of April, 1976.

GRENADA BANK

By: [Signature]
Vice-President

STATE OF MISSISSIPPI
COUNTY OF GRENADA

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

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

Given under my hand and official seal of office, this the 23rd day of April, 1976.

[Signature]
Notary Public

My Commission Expires: October 22 1979



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 45 minutes A. M. 27 day of April 1976, and that the same has been recorded in Book 149 Page 95 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 27 day of April 1976.

Fees \$ 2.50 pp.

SEAL [Signature] CLERK

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 Jack W. Gentry and wife Janalea to JIM WALTER HOMES, INC. which deed of trust is recorded in Book Number 191 at Page 158 of the records of the deeds of trust in your office,

JIM WALTER HOMES, INC.

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 7th day of January, 19 76

JIM WALTER HOMES, INC.

By: J. H. Kelly
PRESIDENT
J. H. Kelly, Assn't. Vice President

ATTEST: [Signature]
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 President and Assn't. Vice 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 7th day of January, 19 76.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My commission expires: _____
Notary Public, State of Florida, Commission Expires 11/1/77, Bonded by American Fidelity & Surety Co.

DATE RECORDED: 45 of 1976 A. 27
COUNTY: 96 April
Instrument was filed for record at 9 o'clock 1976, and that the same was a REAL ESTATE Trust Deed
27 April 1976
[Signature]
2.50

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

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

JOHN HILL and wife, FRANCIS B. HILL, 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 TWO HUNDRED SIXTY-ONE and 60/100 ----- DOLLARS
(\$ 3,261.60) 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 \$3,261.60, which includes principal and interest,
due and payable in 48 equal monthly installments of \$67.95 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 Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the

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

Lot 2057, Section I, Southaven West Subdivision, in
Section 23, Township 1 South, Range 8 West, as per revised
plat thereof recorded in Plat Book 3, Pages 42 and 43, in
the office of the Chancery Clerk of DeSoto County, Mississippi.

98

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 16th day of April, 19 76.

John Hill
John Hill

Francis B. Hill
Francis B. Hill

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 Hill and Francis B. Hill, 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: 1-8-80

Deborah B. Ambrose
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 45 minutes A. M. 27 day of April 1976, and that the same has been recorded in Book 199 Page 97 of REAL ESTATE Trust Deed of said county.

Witness my hand and seal this 27 April 1976.

Fee 5.00

H. P. [Signature]

CANCELLED BY AUTHORITY RECORDED IN BOOK
1372 PAGE 375
THIS 24 DAY OF Aug 2001
W. E. Davis
By M. Calm iDC

STATE OF MISSISSIPPI
FHA FORM NO. 2135H
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, 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, Miss., 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 2822, Section N, Southaven West Subdivision, in Section 26, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 5, Pages 8 & 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, 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-One Thousand Three Hundred Fifty and No/100 Dollars (\$ 21,350.00), with interest from date at the rate of Eight & 3/4% per annum (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., 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 (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

Joint Comm me co
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN
Real estate 710 BOOK
NO. 851 PAGE 213
THIS THE 26 DAY OF Aug 1976
W. E. Davis
J. S. Cleveland &

(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.

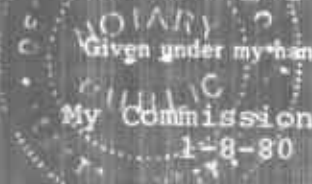
IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Joe D. Moore
Joe D. Moore

Frieda G. Moore
Frieda G. Moore

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

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 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.

My Commission expires: 1-8-80
Deborah B. Ansbro
Notary Public

STATE OF MISSISSIPPI,
COUNTY OF

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 45 minutes A. M. 27 day of April, 1976, and that the same has been recorded in 199 Page 100 records of REAL ESTATE Trust Deed of said county.
Witness my hand and seal this the 27 day of April, 1976.
Fees \$ 5.00
SEAL H. H. Ferguson CLERK

Fee 5.00
w, d, e - B.

BY AUTHORITY RECORDED IN BOOK
824 PAGE 741
THIS 26th DAY OF April 1996
W. E. Davis
CHANCERY CLERK
by: P. Stanley

DEED OF TRUST

THIS DEED OF TRUST is made this 16th day of April 1976, among the Grantor, ANDREW ODUM, JR. and wife, ROSIE LEE ODUM (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:

Beginning at a point 1045.20 feet North and 40 feet West of a railroad spike marking the Southeast corner of Section 35, Township 1 South, Range 9 West; thence, North 89 degrees 25 minutes 08 seconds West 396.00 feet to an iron pin set; thence, North 00 degrees 11 minutes 26 seconds East 110.00 feet to an iron pin set; thence, South 89 degrees 25 minutes 08 seconds East 396.00 feet to an iron pin set; thence, South 00 degrees 11 minutes 26 seconds West along the West R.O.W. of Poplar Corner Road 110.0 feet to the point of beginning, containing one acre, more or less.

which has the address of P. O. Box 284, Poplar Corner Road, Walls, Mississippi 38680 (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 16, 1976 (herein "Note"), in the principal sum of Twenty-000 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 May 1, 1996 the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

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

Banktrust Bank
Assignment of this instrument recorded in
Real Estate TLD book
No. 670 Page 468
This the 9 day of Nov 19 93
W. E. Davis
by: B Cleveland

104

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.

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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~~ 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.

Andrew Odum, Jr.
Andrew Odum, Jr. —Borrower
Rosie Lee Odum
Rosie Lee Odum —Borrower

STATE OF MISSISSIPPI, DeSoto County ss:

On this 16th day of April, 1976, personally appeared before me, the undersigned authority in and for said County and State, the within named Andrew Odum, Jr. and wife, Rosie Lee Odum 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. Crosby
Notary Public

My Commission Expires January 8, 1980



RETURN TO
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

STATE OF MISSISSIPPI DeSOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
45 minutes A. 27 day of April 1976, and that the same has
been recorded in book 199 page 103 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 27 day of April 1976.

Fees \$ 5.00

SEAL *H. P. Ferguson* CLERK

PD. 5.00

Lot 444, C, Eastover

STATE OF MISSISSIPPI
COUNTY OF DESOTO

ORDER TO CANCEL DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS: That Wortman & Mann, Inc., the beneficiary, does hereby certify that a certain trust deed bearing date of the 17th day of June, 19 75, made and executed by First Realty Building Corporation to Rowan H. Taylor, Trustee for the benefit of the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, Mississippi, in Book 187, Page 309, of the Records of Trust Deeds, on the 27th day of June, 19 75, is now fully paid and satisfied; and I/We, as beneficiary, do hereby authorize the Clerk of the Chancery Court of said County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.
THIS the 19th day of April, 1976.

ATTEST:

WORTMAN & MANN, INC.

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

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

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named James N. C. Moffat, III and Raymond K. Miller, who acknowledged that as Vice President and Vice President, respectively, for and on behalf of and by authority of WORTMAN & MANN, INC., they signed and delivered the above and foregoing instrument on the day and year therein mentioned for the purposes therein expressed.

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

My Commission expires:

Dorah B. Hubbard
Notary Public

My Commission Expires Jan. 27, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 45 minutes A. M. 27 day of April, 1976, and that the same has been recorded in Book 199 page 107 records of REAL ESTATE Trust Deed of said county.

Witness my hand and seal this 27 day of April, 1976.

2.50 rd

H. H. Ferguson
Clerk

108

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Olive Branch
of _____ the beneficiary, does hereby certify that a certain trust deed
bearing date the _____ day of October 19 71, made and executed by N. H. House, Sr.
_____ of _____ to _____
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Land Trust Deed Record No. 135 on page 538
of the Record of Trust Deeds, on the _____ day of October, 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 Olive Branch

C. W. Kelly
President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

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

Given under my hand and seal of office this 9th day of April A. D. 19 76

My commission expires Nov. 29, 1979



Luella P. Perry

LAWRENCE-GRESHWOOD 87824

STATE OF MISSISSIPPI, } ss.
DeSoto County.

45-10-10 A. 27
199
2.50

Instrument was filed for record at 9 o'clock
of April 1976, and that said instrument has
been recorded in the records of REAL ESTATE TRUST DEEDS

27

April 1976
H. H. [Signature]

27th Sept. 83
George M. Signale

DEED OF TRUST

H. P. Ferguson
By D. W. McLean, Jr.

This indenture made this 22nd day of March ~~April~~, 1976, between Forrest D. Kinard and wife, Betty J. Kinard called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party, WITNESSETH:

WHEREAS, the First Party are indebted to the Second Party in the sum of \$ 5,194.25, evidenced by one promissory note of even date due and repayable in 84 equal monthly installments of \$ 61.84 ~~monthly installments~~, the first installment due the 1st day of ~~May~~ June, 1976, and one installment due monthly thereafter until paid in full.

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

Lot 279 in Section B of Chickasaw Bluff Lakes Subdivision as shown on Plat appearing of record in Plat Book 6, pages 29-34 in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 7, Township 3, Range 9.

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

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

Witness our signatures this the date written above.

Martha Boyer

Forrest D. Kinard
Betty J. Kinard
Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

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

Given under my hand and official seal of office this the 22nd day of March, 1976.

Agnes Weatherly
Notary Public



STATE OF MISSISSIPPI, DE SOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 35 minutes A. M. 27 day of April, 1976, and that the same has been recorded in Book 199 Page: 109 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 27 day of April, 1976.
H. P. Ferguson

Fee \$ 2.50

110

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

ROBERT E. ELLIS AND SHARON F. ELLIS,

to John Land McDavid, Trustee, for the benefit of Bailey Mortgage Company, dated April 15, 1976, securing a note in the sum of \$ 28,990.00 recorded in Book 198, Page 627, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF the undersigned has executed this Assignment through its duly authorized officer and has caused its corporate seal to be thereunto affixed on this, the 21st day of April, 19 76.

BAILEY MORTGAGE COMPANY

William Cook
William Cook, Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS.....

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

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



Lucille Brown
NOTARY PUBLIC

My Commission Expires Oct. 31, 1978

BMC-14

STATE OF MISSISSIPPI
COUNTY OF HINDS
Instrument was filed for record at 9 o'clock
on April 1976, and that the same has
been recorded in Book 110 Page 27
REAL ESTATE Trust Deed
H. H. Ferguson 1976
2.50

CHANCERY CLERK

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between Bobby W. Baker and wife Doris June Baker, 2015 Hillbrook Drive, Southaven, Mississippi, 38671,

of the first part, hereinafter designated as the Grantor, Ronald L. Taylor, Attorney at Law,

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

CREDITHRIFT of America, Inc. 4707 Elvis Presley Blvd., Memphis, Tennessee 38116

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Four Thousand Five Hundred Seventy Two and 73/100 DOLLARS

(\$ 4572.73) evidenced by one promissory note of even date herewith in favor of the beneficiary, ~~bearing~~ ^{including} interest at the rate of 7 3/4% per centum per annum after April 27, 1976, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

- 35 payments of \$95.00
- 1 payment of \$1247.73

These terms include interest charged at the rate of 7 3/4% discount, service fee charged at rate of 4% discount and a monthly maintenance fee of \$100 per month.

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

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

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

Lot 42A, Section "A", in Brookhollow Subdivision on Section 24, Township 1 South, Range 8 West as shown by the plat recorded in Plat Book 7, Page 8 in the Office of the Chancery Clerk of said County.

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If default be made in the payment of any installment under the note, the entire sum shall at once become due and payable without notice at the option of the holder of the note.

Failure to exercise this option shall not constitute a waiver of the right to exercise the right in the event of any subsequent default.

This Deed of Trust also encumbers this property with respect to any future advances made by CREDITRIFT of America, Inc. to the first parties, as evidenced by the note described below, or any new promissory note executed in the future by the first parties, until this said Deed of Trust is released by CREDITRIFT of America, Inc., or its assigns. The sum of such future advances plus the amount secured by this Deed of Trust at the time of such future advances shall not exceed the original amounts secured 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 notes secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 21st day of April 1976

Bobby W. Baker
Doris June Baker

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 **Bobby W. Baker and wife Doris June Baker** who severally acknowledged that they

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

Given under my hand and official seal, this the 21st day of April 1976

My Commission Expires: MY COMMISSION EXPIRES JUNE 7, 1978

Joseph H. ...
 Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 45 minutes A. M. 27 day of April 1976, and that the same has been recorded in Book 189 Page 111 records of REAL ESTATE Trust Deed

of said county, this 27 day of April 1976.

H. H. Ferguson

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF DESOTO

KNOW ALL MEN BY THESE PRESENTS: That North Mississippi Savings and Loan Association the beneficiary, does hereby certify that a certain trust deed bearing date the 30th day of October, 1969, made and executed by Armond D. Lollar and wife, Nancy Loyette Guin Lollar, to North Mississippi Savings and Loan Association 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. 113, on Page 8, of the Record of Trust Deeds, on the 30th day of October, A.D. 1969, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

THIS THE 26th day of April, 1976.

NORTH MISSISSIPPI SAVINGS AND LOAN ASSOCIATION

By [Signature]
Asst Secy

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally came and appeared before me, the undersigned authority of law in and for county and state aforesaid, William N. Davis of North Mississippi Savings and Loan Association, a Mississippi corporation, who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, for and on behalf of said corporation, after having been first duly authorized so to do.

GIVEN under my hand and seal of office this 26th day of April, 1976.

[Signature]
NOTARY PUBLIC

My commission expires:
My Commission Expires Dec. 1, 1977

STATE OF MISSISSIPPI

DE SOTO COUNTY

I certify that this instrument was filed for record at 9 o'clock

on the 27 day of April 1976, and that the same has

been returned to the

record of REAL ESTATE Trust Deed

and

at 27 April 1976.

2.50

[Signature]

H. S. Ferguson
CHANCERY CLERK

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

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

WILLIAM H. LITTLE AND WIFE, JEWELYN LITTLE

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 THOUSAND SEVEN HUNDRED FOUR & 30/100-----DOLLARS

(\$ 1,704.30) evidenced by one promissory note of even date herewith in favor of

the beneficiary, bearing interest at the rate of TEN per centum per annum after

MATURITY , providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit: Due and payable in 30 monthly installments of \$56.81 each, with the first of said monthly installments due and payable on or before May 20, 1976, and one of said monthly installments due and payable on the 20th day of each consecutive month thereafter until paid in full.

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

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten 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 LYING AND BEING SITUATED IN SECTION SIXTEEN (16), TOWNSHIP THREE (3), RANGE SEVEN (7), DESOTO COUNTY, MISSISSIPPI, State of Mississippi, and more particularly described as follows, to-wit:

Beginning at a point in the West Section line of Section Sixteen (16), Township Three (3), Range Seven (7), said point being 2,127.45 feet North of the Southwest corner of said Section 16, and said point being further described as the Northwest corner of the Clifton A. Scruggs twenty acre tract, said twenty acre tract being more fully described in Book 64, Page 425; thence North 84° 30' East along the North line of said Scruggs tract 1,322.3 feet to a point, said point being the Northeast corner of the said Scruggs tract; thence North 5° 30' West 165 feet to a point in the West line of said Section; thence South 5° 30' East along the said West line of said Section 165 feet to the point of beginning, containing five (5) acres, more or less, and being further described as part of that property conveyed to Ramsey Cobb, et ux, by deeds of record in Book 26, Page 67, and Book 30, Page 453, of the Deed Records of DeSoto County, Mississippi.

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This Trust Deed is a renewal and extension of that certain Trust Deed recorded in the office of the Chancery Clerk of DeSoto County in Book 144, page 118.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 838 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 26th day of April 1976

William H. Little

Jewelene Little

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. Little and wife, who severally acknowledged that they

Jewelene Little

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 April 1976

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

Elois M. Brubee
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock
45 minutes A. M. 27 day of April 1976, and that the same has
been indexed in Book 199 Page 115

27 April 1976.

5.00

H. H. Ferguson

SR BR.

Lot 17, Windcrest

STATE OF MISSISSIPPI
COUNTY OF DESOTO

ORDER TO CANCEL DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank, the beneficiary, does hereby certify that a certain trust deed bearing date of the 14th day of April, 19 75, made and executed by K. N. Abele and wife, Mary Jane Abele to William F. Hagan, Trustee for the benefit of the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, Mississippi, in Book 185, Page 175, of the Records of Trust Deeds, on the 23rd day of April, 19 75, is now fully paid and satisfied; and I/We, as beneficiary, do hereby authorize the Clerk of the Chancery Court of said County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law. THIS the 23rd day of April, 1976.

ATTEST: THE HERNANDO BANK
By: [Signature]

STATE OF
COUNTY OF

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named D. S. Ballard, Jr. and [Signature], who acknowledged that as President and [Signature], respectively, for and on behalf of and by authority of THE HERNANDO BANK, they signed and delivered the above and foregoing instrument on the day and year therein mentioned for the purposes therein expressed.

GIVEN UNDER MY HAND and seal of office, this the 23rd day of April, 19 76.



Elaine M. Barber
Notary Public

STATE OF MISSISSIPPI COUNTY
I certify that the instrument was filed for record at 9 o'clock 45 minutes A. M. on the 27 day of April, 1976, and that the same has been recorded in Book 189 Page 118 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 27 day of April, 1976.

Form 2-50

H. H. Ferguson CLERK

O.K.B.R.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 15 day of Sept. 19 71, made and executed by Robert H. Love and
Varna Love of 3538 Walnut Grove, Memphis, TN to The Hernando Bank
38111
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. 133 on page 44
of the Record of Trust Deeds, on the 15 day of Sept., A. D. 19 71, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 26th day of April, 19 76.

THE HERNANDO BANK

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

STATE OF MISSISSIPPI, } ss.
DeSoto County.

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

Given under my hand and seal of office this 26th day of April A. D. 19 76
My Commission Expires Jan. 7, 1978

Elois M. Barbee

LAWRENCE-GARDNER 27844

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
45 minutes A. M. 27 day of April 1976, and that the same has
been recorded in Book 199 Page 49 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this 27 day of April 1976.
H. H. Sugar CLERK
Fees 2.50

120

O/P B.P.P.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 1 day of April 1974, made and executed by Harry Woodson McRae and
Jo Ann McRae of Hernando, Miss. 38632
of Rt. 2, Box C21 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 Repl Estate Trust Deed Record No 173 on page 275
of the Record of Trust Deeds, on the 2 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 26th day of April, 1976.

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

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Elois M. Barbee, Notary Public
in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed
of said The Hernando Bank, after first being duly authorized and empowered to so do.
Given under my hand and seal of office this 26th day of April, A. D. 1976

My Commission Expires Jan. 7, 1978
Elois M. Barbee

LAWRENCE-GREENWOOD 27844

STATE OF MISSISSIPPI }
COUNTY
45-11-11 A. 27
199

INSTRUMENT WAS FILED FOR RECORD AT 9 O'CLOCK
OF April 1976, AND THAT THE SAME HAS
120 BEEN FILED IN THE OFFICE OF REAL ESTATE TRUST DEED
27 April 1976
H. H. Ferguson

2.50

CANCELLED BY AUTHORITY, RECORDED IN BOOK

2387 PAGE 80

THIS 5 DAY OF Jan 2006

W E Brown

By Brown, or CHANCERY CLERK

VA Form 28-4221 (Home Loan)
Revised January 1974. Use Op-
tional Section 1210, Title 38,
U.S.C. Acceptable to Federal
National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 23rd day of April, 1976,
by and between

Ronald Gene Schoggen and his wife, Ruby E. Schoggen

, hereinafter called the Grantor;

Donald M. Brown, hereinafter called the Trustee, and

Guaranty Trust Savings & Loan Association, a corporation organized
and existing under the laws of Tennessee, having its principal office and
post-office address at 5100 Poplar, Suite 117, Memphis, TN 38137, hereinafter called the
Beneficiary:

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

Lots 1332 and 1333 of Section "C", Southaven West Subdivision, Southaven,
Mississippi as recorded in Plat Book 2, Pages 50 and 51, Chancery Clerk's
Office, Hernando, 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;

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

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Thirty Thousand, Two Hundred, Fifty & No/100- Dollars (\$ 30,250.00), with interest from date at the rate of Eight & one-half per centum (8 1/2 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Guaranty Trust Savings & Loan Assn., 5100 Poplar in Memphis, Tennessee , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred, Thirty-Two & 62/100 Dollars (\$ 232.62), 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 XXX 2006 .

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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.

Ronald Gene Schoggen
Ronald Gene Schoggen

Ruby E. Schoggen
Ruby E. Schoggen

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

Personally appeared before me, the undersigned notary public, in and for said County, the within named Ronald Gene Schoggen and Ruby E. Schoggen, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 23rd day of April, 19 76.

Janet B. Walker
My commission expires April 31, 1979



STATE OF MISSISSIPPI, LENOIR COUNTY
I certify that the within instrument was filed for record at 9 o'clock 45 minutes A. M. 27 day of April 1976, and that the same has been recorded in book 199 Page 121 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 27 day of April 1976.
Fees \$ 5.50 pd.
SEAL *H. H. Ferguson* CLERK

STATE _____ County _____
I, _____ Clerk do hereby certify that this instrument was filed for record on the _____ day of _____ 19____.
Fee _____

CANCELLED BY AUTHORITY. RECORDED IN BOOK

2271 PAGE 770

THIS 1 DAY OF Aug. 2005

W. E. Adams

By P. J. ... CHANCERY CLERK

Assignment of this Instrument Recorded in

Real Estate T10 Book

No. 252 Page 75

8 Nov 19 29

W. E. Adams

VA Form 26-4221 (Home Loan)
Revised January 1974. Use Op-
tional Section 1218, Title 26,
U.S.C. Acceptable to Federal
National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 22nd day of April, 1976,
by and between

JAMES H. FOX and wife, CAROL J. FOX

, 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
post-office address at 161 East Amite Street, Jackson, Miss., 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 378, Section D, in Carriage Hills Subdivision
in Section 24, Township 1 South, Range 8 West as
shown by the Plat recorded in Plat Book 5, Pages
4 and 5, in the office of the Chancery Clerk of
DeSoto County, Mississippi.

Together with Range and counter top unit, Vent Hood, Disposal, Storage
Building, Fence, Swimming Pool, and all carpeting located on improve-
ments situated on the above described property, and it is the intention
of the parties that these items are deemed part of the realty.

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

Should the Veterans Administration fail or refuse to issue its guaranty
of the loan secured by this mortgage under the provisions of the Service-
men'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;

First Comm. Title Co.

ASSIGNMENT OF THIS INSTRUMENT RECORDED IN

Real Estate T10 BOOK

NO. 251 page 216

THIS THE 22 DAY OF Aug. 19 76.

W. E. Adams

CHANCERY CLERK

J. B. Cleveland

Bayley Mfg. Co.

ASSIGNMENT OF THIS INSTRUMENT RECORDED IN

Real Estate T10 BOOK

NO. 749 page 332

THIS THE 28th DAY OF Feb. 19 75

W. E. Adams

CHANCERY CLERK

By P. J. ...

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

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Thirty-Seven Thousand and NO/100 ---- Dollars (\$ 37,000.00), with interest from date at the rate of Eight and One-Half per centum (8 1/2%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of 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 Eighty-Four and 53/100-- Dollars (\$ 284.53), 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 Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

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

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

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the terms 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. Fox
James H. Fox
Carol J. Fox
Carol J. Fox

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

Personally appeared before me
in and for said County, the within named
Carol J. Fox
James H. Fox, the undersigned Notary Public
and
his wife, who acknowledged that they signed and
delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 22nd day of April, 1976.

Lebbie M. Brunell
Notary Public



My Commission expires:
Feb. 19, 1980

STATE OF MISSISSIPPI, DE SOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock
15 minutes A.M. on 27 day of April 1976, and that the same has
been recorded in Book 199 Page 125 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 27 day of April 1976.

Fees \$ 5.00 pd.

SEAL *H. H. Sugar* CLERK

Mississippi
Notary Public
said County,
ing conveyance
office on the
day of
, 19
Notary Public
435315
Flavor


OK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 6th day of June 19 73, made and executed by Aubrey E. Gibbons and
wife, Ruth Gibbons of _____ to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 160 on page 421
of the Record of Trust Deeds, on the 6th day of June, A. D. 19 73, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 26th day of April, 1976.

The Hernando Bank

A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, } ss.
DeSoto County.


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

Given under my hand and seal of office this 26th day of April, A. D. 19 76
My Commission Expires:
My Commission Expires Jan. 7, 1978

Notary Public

LAWRENCE-GREENWOOD 87344

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
45 minutes A. M. 27 day of April 1976, and that the same has
been recorded in Book 199 Page 129 records of REAL ESTATE Trust Deed
of said county.

Witness my hand and seal this 27 day of April 1976.
Pres. 2.50 pd.

CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI }
DeSoto County. }

KNOW ALL MEN BY THESE PRESENTS That Louis P. Annaratone and wife, Iris B. Annaratone
of Memphis, Tennessee

the beneficiary, does hereby certify that a certain trust deed
bearing date the 8th day of April 19 75, made and executed by Dan Millwood and
Walter Earnest, Jr. of Southaven, Mississippi to Louis P & Iris B. Annaratone

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 547
of the Record of Trust Deeds, on the 11th 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.

Louis P. Annaratone
LOUIS P. ANNARATONE
Iris B. Annaratone
IRIS B. ANNARATONE

STATE OF MISSISSIPPI }
DeSoto County. }

Personally came and appeared before me, the undersigned authority, a Notary Public
Louis P. Annaratone and wife, they
Iris B. Annaratone who acknowledged that ~~xx~~ signed and

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

in and for County and State of DeSoto, Mississippi, this 23rd day of April A. D. 19 76



Tracy Cron
NOTARY PUBLIC

STATE OF MISSISSIPPI }
DeSoto County. }
I certify that this instrument was filed for record at 9 o'clock
45 minutes A. of 27 of April 1976, and that the same has
been recorded in the records of 130 of REAL ESTATE Trust Deed

2.50

27 of April 1976
H. H. [Signature]

ASSUMPTION AGREEMENT

This Agreement made this 2nd day of April, 1976,
 by and between Ernest Franklin Moody, Sr. and wife,
Betty Catherine Moody (hereafter "Seller"); Unifirst
 Federal Savings and Loan Association (hereafter "Association"); and
Jack M. Sherrill and wife, Ramah Sherrill
 (hereafter "Purchaser").

WHEREAS, the Seller is obligated and liable for payment to the
 Association of their promissory note in the original principal sum of
 \$ 28,500.00, dated 5/29/75, which note is secured by a deed
 of trust dated 5/29/75, which is on file and of record in the
 office of the Chancery Clerk of DeSoto County at Hernando,
 Mississippi, in Deed of Trust Book 186 at Page 339 securing the
 following described property:

Lot 739, Section D, Greenbrook S/D in Section 19,
 Township 1 South, Range 7 West

reference to which is hereby made, and the Association now being the owner
 and holder of said promissory note and deed of trust; and

WHEREAS, the Seller has sold and conveyed or is about to sell and
 convey the real property, together with all improvements thereon, described
 in said deed of trust, and the whole thereof to the Purchaser, and both the
 Seller and Purchaser have requested the Association to release the Seller
 from all of the liability under or on account of said promissory note, the
 indebtedness evidenced thereby, and said deed of trust under the terms and
 conditions hereafter set forth.

L. 25839

NOW, THEREFORE, in consideration of the premises and the mutual covenants
 and agreements set forth herein, it is hereby understood and agreed as follows:

1. That the Association does hereby consent to the sale and conveyance
 of the land and property conveyed under the aforesaid deed of trust by the
 aforesaid Seller to the said Purchaser and the substitution of said Purchaser
 in the place and stead of said Seller in the above described promissory note
 and deed of trust under the herein described terms, conditions and provisions
 of this Agreement.

2. That prior to the execution of this Assumption Agreement, Grantor
 agreed in writing that the interest rate on the remaining principal balance
 which Grantor owes the Association is 8% percent.

132
3. That the credit of Purchaser is satisfactory to Association.

4. That the Seller, after having made the March 1, 1976 payment on said note, is hereby released from further liability under or on account of said promissory note.

5. That the Purchaser will jointly and severally join in the execution of the original promissory note as co-makers thereof if so requested by the Association and hereby covenants, promises and agrees:

(a) to pay said promissory note in installments at the times, in the manner and in all respects as therein provided, and, further, for considerations herein provided, to assume full liability for the payment of the indebtedness as evidenced by the note and deed of trust securing same, at the rate of 8½ percent per annum on the remaining principal balance of the note, that balance being \$28,322.51, said payments to be made at the principle office of Association in consecutive monthly installments of Two Hundred Nineteen Dollars and No/100ths Dollars (\$ 219.00), on the 1st day of each month beginning April 1, 1976, until the entire indebtedness is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on the 30th day of June, 2005.

(b) to perform each and all the obligations provided in said deed of trust to be performed by the Seller at the time, in the manner and in all respects as therein provided; and

(c) to be bound by each and all of the terms and provisions of said deed of trust, all as though said promissory note and said deed of trust, and each of them, had originally been made, executed and delivered by the Purchaser.

6. That the real property and the whole thereof together with all improvements thereon described in said deed of trust shall remain subject to the lien, charge or encumbrances of said deed of trust, and nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances or, except as therein otherwise expressly provided, to release or affect the liability of any party or parties whomsoever, who may now or hereafter be liable under or on account of said promissory note and the said deed of trust.

7. In this Agreement, the singular number includes the plural, and the plural number includes the singular. If this Agreement be executed by more than one person, firm or corporation as Purchaser, the obligations of each such person, firm or corporation hereunder shall be joint and several. The pleading of any statutes of limitations as a defense to any and all obligations and demands secured by or mentioned in said deed of trust is hereby waived by Purchaser to the full extent permissible by law.

8. That this Agreement applies to, inures to the benefit of and binds all parties hereto and their respective heirs, legatees, devisees, administrators, executors, successors and assigns.

WITNESS THE SIGNATURE OF Ernest Franklin Moody, Sr. and wife, Betty Catherine Moody; Jack M. Sherrill and wife, Ramah Sherrill; and Unifirst Federal Savings and Loan Association, by its duly and legally authorized officers, this the 2nd day of April, 1976.

SELLERS:
Ernest Franklin Moody, Sr.
Ernest Franklin Moody, Sr.
Betty Catherine Moody
Betty Catherine Moody

PURCHASERS:
Jack M. Sherrill
Jack M. Sherrill
Ramah Sherrill
Ramah Sherrill

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

BY Larry [Signature]
President (Title)

BY Jeff [Signature]
Loan Underwriter (Title)

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Ernest Franklin Moody, Sr. and wife, Betty Catherine Moody, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN under my hand and official seal, this the 2nd day of April, 1976.

Deborah B. Anstro
Notary Public



STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Jack M. Sherrill and wife, Ramah Sherrill, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN under my hand and official seal, this the 2nd day of April, 1976.

Deborah B. Anstro
Notary Public



My Commission Expires:

My Commission Expires January 5, 1980

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Larry Bradley and Jeff Smith, who acknowledged that they are Vice President and St. Clair Underwriter respectively of Unifirst Federal Savings and Loan Association, a Corporation, and that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned for and on behalf of said Corporation, having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 20th day of April, 1976.

Ann H. Phelps
Notary Public



My Commission Expires:

Aug. 16, 1978

LU 528-P.5

STATE OF MISSISSIPPI

COUNTY

I certify that 45 pages A. 27 199

instrument was filed for record at 9 o'clock April 1976, and that the same has been recorded in 131 records of REAL ESTATE Trust Deed.

27

April 1976.

H. H. Ferguson

5-53



DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between
Donald W. Taylor and wife, Rebecca Taylor

of the first part, hereinafter designated as the Grantor,

Bennie D. Hendrix Trustee, of the second part, hereinafter designated as Trustee, and
Manager
CREDITTHRIFT of America, Inc.

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
Thirty seven hundred eight and no/100 DOLLARS

(\$ 3708.00) evidenced by 1 promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of per centum per 7 1/2% annum after
1% of the total note and a maintenance fee of \$1.00 per month on each payment
, providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit: 36 equal and consecutive payments of \$103.00 per month,
1st note payable on the 26th day of May, 1976 and the following payments on the 26th
of each month thereafter until paid in full.

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

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

State of Mississippi, and more particularly described as follows, to-wit:
Lot 263, section A, in Desoto Village Subdivision on Section 34, Township 1 south range
8 west, as shown by the plat recorded in Plat Book 7, pages 9-14 in the office of the
Chancery Clerk of said County and being more particularly described as follows;
Beginning at a point in the northwesterly line of Southbridge Circle a distance of
97.50 feet (produced) from the southwesterly line of Southbridge Circle, thence continuing
southwestwardly a distance of 65.0 feet to a point; thence westerly a distance of
107.5 feet to a point; thence northwestwardly a distance of 45.96 feet to a point;
thence northeastwardly a distance of 45.96 feet to a point; thence eastwardly a distance
of 107.50 feet to the point of beginning.

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the _____ day of _____ 19

x Donald W. Taylor
 x Rebecca W. Taylor



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

Donald W. Taylor and wife, Rebecca 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 20th day of April 1976

My Commission Expires: 4-18-1980 Benjamin P. Kelly Notary Public

STATE OF MISSISSIPPI, DE WAGO COUNTY
 I certify that the within instrument was filed for record at 9 o'clock
 45 minutes A. M. 27 day of April 1976, and that the same has
 been recorded in Book 199 Page 135 of REAL ESTATE TRUST DEED
 5.00
 27 April 1976
 H. H. Kelly

412 689

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 CLAY DOUGLAS TUCKER AND WIFE to FIRST NATIONAL BANK OF MEMPHIS and recorded on Page 503 of Book Number 188 of the Record of Deeds or Deeds of Trust in your office.

This 21 day of April, 19 76.

THE FIRST NATIONAL BANK OF MEMPHIS
By Marie Jordan
Marie Jordan Operations Officer

STATE OF TENNESSEE)
SHELBY COUNTY) SS

Personally appeared before me, the undersigned authority in and for said County and State, the within named MARIE JORDAN Operations Officer who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned, as her act and deed.

Given under my hand and official seal, this 21 day of April, AD, 19 76.

Jessie Stewart
Notary Public
MY COMMISSION EXPIRES FEBRUARY 7, 1978

STATE OF MISSISSIPPI, DESO COUNTY
I certify that this instrument was filed for record at 9 o'clock 10 minutes A. M. on 27 day of April 1976, and that the same has been recorded in Book 199 of said County, Page 138 records of REAL ESTATE TRUST DEED

Witness my hand
Fee \$ 2.50

the 27 day of April 1976.
H. P. [Signature]

Assignment of this instrument Recorded in
Real Estate T 1 D Book
No. 200 Page 406
This the 26 day of May 19 76

Assignment of this instrument Recorded in
Real Estate T 1 D Book
No. 200 Page 486
This the 28 day of May 19 76

139
Assignment of this instrument Recorded in
Real Estate T 1 D Book
No. 201 Page 455
This the 25 day of June 19 76
H. B. Ferguson Clerk

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

DEED OF TRUST

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

THIS DEED OF TRUST, made and entered into this 26TH day of APRIL, 1976, by and between Franklin P. Tilghman et ux Edna B. Tilghman

, hereinafter called the Grantor; G.B. Taylor, Jr., hereinafter called the Trustee; and Kimbrough Investment Company

and existing under the laws of the State of Mississippi, a corporation organized and having its principal office and post-office address at 5060 North State Street, Jackson, MS 39206, hereinafter called the Beneficiary;

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does hereby present, 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 Kimrough Investment Company

a corporation organized and existing under the laws of the State of Mississippi, the payment of a certain promissory note of even date herewith in the principal sum of 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 Kimrough Investment Company, 5060 North State Street in Jackson, MS 39206

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 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 (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

Assignment of this instrument Recorded in
Real Estate T 1 D Book
No. 284 Page 678
This the 23 day of June 1982
H. B. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK
299 Page 507
THIS 24 day of June 1985
H. B. Ferguson
CHANCERY CLERK

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

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

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

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

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

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

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

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

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

Franklin P. Tilghman
 Franklin P. Tilghman
Edna B. Tilghman
 Edna B. Tilghman

STATE OF MISSISSIPPI,
 COUNTY OF DeSoto

Personally appeared before me _____, the undersigned Authority in and for the said County, the within named Franklin P. Tilghman and Edna B. Tilghman, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 26TH day of APRIL

Bullie M. Braswell
 My Commission Expires February 16, 1910

STATE OF MISSISSIPPI,
 COUNTY OF DeSoto

I, _____, Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at _____ o'clock M., on the _____ day of _____ 19____, and was recorded in Vol. _____, Record of Deeds, pages _____, on the _____ day of _____ 19____.

Clerk of the Court of Chancery

EXHIBIT "A"

Lot 244, Section "A", DeSoto Village Subdivision in Section 34, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 7, Page 9 through 14 in the Office of The Chancery Clerk of DeSoto County, Mississippi and being more particularly described as follows:

BEGINNING at a point in the southwesterly line of Meadowbrook Drive at the northern-most corner of Lot 245 of said Subdivision 184.6 feet northwestwardly from the northwesterly curb line of Ridgewood Road, produced; thence northwestwardly 65 feet to a point at the eastern-most corner of Lot 243 of said subdivision; thence southwardly 130 feet to a point at the southern-most corner of said lot 243; thence southeastwardly 65 feet to a point at the western-most corner of said lot 245; thence northeastwardly 130 feet to the point of beginning.

SIGNED FOR IDENTIFICATION:

Franklin P. Tilghman
Franklin P. Tilghman
Edna P. Tilghman
Edna P. Tilghman

STATE OF MISSISSIPPI DE SOTO COUNTY
I certify that an instrument was filed for record at 9 o'clock
15 minutes A. of April 1976, and that the same has
been recorded in Book 139 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal the 28 day of April 1976.
Fees \$5.00
SEAL: *H. H. Ferguson*

AUTHORITY TO CANCEL

TO: CHANCERY CLERK
Desoto COUNTY
Hernando, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction and cancel of record that certain Deed of Trust executed by LUBY J. DOTY SR. and wife, HAZEL P. DOTY, DARBY to James R. Houston, Trustee for SOUTHAVEN SAVINGS AND LOAN ASSOCIATION, Beneficiary, date March 14th, 19 66, and duly recorded in Book 88 at Page(s) 469 of your records.

WITNESS the signature of the corporation, this the 20th day of April, A.D., 19 76.



BANKERS TRUST SAVINGS AND LOAN ASSOCIATION
BY: Eldredge Boyd
ELDRIDGE BOYD, SENIOR VICE PRESIDENT

ATTEST:
Alan V. Phillips
ALAN V. PHILLIPS, 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, Eldredge Boyd and Alan V. Phillips, known to me to be the Senior Vice President and Assistant Vice President, respectively, of the within named BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, a Mississippi corporation, who acknowledged to me that for and on behalf of said corporation and as its act and deed, they signed and delivered the above and foregoing Authority to Cancel on the day and year therein set out, and for the intent and purposes therein expressed, they being first duly authorized so to do by said corporation.

GIVEN under my hand and official seal of office, this the 20th day of April, A.D., 19 76.

Vicky Brown
NOTARY PUBLIC

My commission expires:
My Commission Expires June 18, 1979



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 45 minutes A. M. 27 day of April, 1976, and that the same has been recorded in Book 199 Page 143 Records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this day 28 of April, 1976.

2.50

H. R. Ferguson
CLERK

APPOINTMENT OF SUBSTITUTED TRUSTEE

By virtue of the authority vested in Southaven Realty Company, Inc. in a certain Deed of Trust given by John Allen Brakefield, Jr., James Aaron Thompson and Jerry Neil Kelley, Trustees for First Baptist Church of Walls, Mississippi, to Edwin C. Hardin as Trustee for Southaven Realty Company, Inc., said Deed of Trust dated 23rd day of October, 1973, which Deed of Trust is recorded in Trust Deed Record 167, Page 463, in the office of the Chancery Clerk of DeSoto County, Mississippi, the said Southaven Realty Company, Inc. now being the owner of the indebtedness and holder of the note secured by the Deed of Trust, hereby appoints and substitutes Winn Davis Brown, Jr. as Trustee instead of Edwin C. Hardin named in said Deed of Trust.

This 24th day of March, 1976.

SOUTHAVEN REALTY COMPANY, INC.
By: Dorothy R. Martin
Dorothy R. Martin, President

ATTEST:
Virginia L. Berryman
Virginia L. Berryman, Vice President

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction, Dorothy R. Martin and Virginia L. Berryman, the President and Vice President respectively, of the above corporation who acknowledged that they, being first duly authorized so to do, did, on the day and date set out therein, sign, execute, attach the corporate seal, and deliver the within and foregoing instrument for and on behalf of said corporation.

WITNESS my hand and seal of office, this 24th day of March, 1976.

Billie M. Braswell
Notary Public



STATE OF MISSISSIPPI COUNTY
I certify that this instrument was filed for record at 9 o'clock
55 A. 28 1976, and that the same has
199 144 REAL ESTATE Trust Deed
28 April 1976
2.50
H. H. [Signature]

INDEXED BY AUTHORITY RECORDED IN BOOK
216 PAGE 562
THIS 6 DAY OF Oct, 1937
H. H. Ferguson
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned BRIGHT HOMES, INC.

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

as Trustee, the following described property, located in _____

DeSoto County, Mississippi, to-wit:

Lot 753, Section D, Greenbrook Subdivision, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi; reference to which is hereby made in aid of this description.

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:

(\$21,750.00) ~~Twenty-One Thousand, Seven Hundred~~ / ^{Fifty-} Dollars due on or before

Nine months from date

bearing interest at the rate of 9 1/2 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 hereafter be made liable for 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 in accordance with 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 8th day of April 1976

BRIGHT HOMES, INC.
BY: Curtis E. Bright
Curtis E. Bright, 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 JACKSON

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Curtis E. Bright who acknowledged that he is the President of Bright Homes, Inc. a corporation and that for and on behalf of said corporation and as its act and deed, he signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, his having been first duly authorized so to do.

Given under my hand and official seal, this the 21st day of April 1976.
My Commission Expires: 9/7/76
Rosemary Howard
NOTARY PUBLIC

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

STATE OF MISSISSIPPI
COUNTY OF _____
I, the undersigned
County, hereby certify
was filed for record
on the 22 day of _____
and the same is duly
Page _____ of the
Witness my hand at
Clerk's Fee
DEED O

STATE OF MISSISSIPPI COUNTY
I certify that this instrument was filed for record at 9 o'clock
minutes A. M. of April 1976, and that the same has
been recorded in 145 records of REAL ESTATE Trust Deed

Witness my hand and seal this 28 day of April 1976.
H. P. Ferguson

FEES \$ 3.50

Assignment of this Instrument Recorded in
Real estate T/D Book
No. 205 Page 131
This the 20 day of Oct. 19 76
H. D. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 203 Page 161
This the 9 day of Sept 19 76
H. D. Ferguson Clerk

VA Form 28-5823 (Home Loan)
Revised January 1974. Use Op-
tional Section 1816, Title 38,
U.S.C. Acceptable to Federal
National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 22nd day of April, 19 76.
by and between

Alexander L. Rondeau, Jr. and wife, Ruth Ann Rondeau

, hereinafter called the Grantor;
G. L. Oates, hereinafter called the Trustee, and

Wortman & Mann, Inc.

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

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

Lot 986, Section E, GREENBROOK SUBDIVISION, a subdivision 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 9 at Pages 44 and 45, thereof, reference to which is here-
by made in aid of and as a part of this description.

The funds derived from the indebtedness secured by this deed of trust have been en-
tirely 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
due for each currency, the mortgage herein may, at its option, declare
all sums secured by this mortgage immediately due and payable.

Assignment of this Instrument Recorded in
Real estate T/D Book
No. 454 Page 240
This the 8th day of Nov. 19 88
W. E. Davis Clerk
by D. Taylor, Jr.

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

CANCELLED BY AUTHORITY. RECORDED IN BOOK
1678 PAGE 87
THIS 17th DAY OF March 2003
W. E. Davis
CHANCERY CLERK
by P. Staley

Assignment of this Instrument Recorded in
Real estate T/D Book
No. 501 PAGE 432
This the 13 day of Mar 19 90
W. E. Davis Clerk
by DC, DC

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

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of -Thirty Two Thousand One Hundred and no/100--Dollars (\$ 32,100.00), 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 Wortman & Mann, Inc., 444 North State Street, in Jackson, Mississippi, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of -Two Hundred Thirty Five Dollars (\$ 235.61), commencing on the first day of June, 19 76, and continuing on the and 61/ 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. 100

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Alexander L. Rondeau, Jr.

Alexander L. Rondeau, Jr.

Ruth Ann Rondeau

Ruth Ann Rondeau

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority, in and for said County, the within named Alexander L. Rondeau, Jr. and Ruth Ann Rondeau, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 20th day of April, 1976.

Barbara J. Crawford

NOTARY PUBLIC

MY COMMISSION EXPIRES: 3-8-80



DEOTO TITLE CO., INC.
P. O. Box 467
Flomenville, Miss. 39432

MISSISSIPPI

Trust

of said County, regarding conveyance this office on the day of 1976.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that this instrument was filed for record at 9 o'clock on the 20th day of April, 1976, and that the same has been recorded in the 147 records of REAL ESTATE Trust Deed.

Witness my hand and seal this 28th day of April, 1976.

Fees \$ 5.00

SEAL *H. H. Ferguson* CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
222 PAGE 494
THIS 15 DAY OF March 1978

H. D. [Signature]
CHANCERY CLERK

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

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between D. Milton Nichols
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
Fifteen thousand and ten dollars and 00/100----- DOLLARS
(\$ 15,000.00) 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: -

Due and payable on or before the 23rd day of April 1977.

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

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

De Soto County Mississippi

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

Twenty (20) acres, in Section 26, Township 1, Range 6, described as
the south half of the northwest quarter of the southwest quarter of
and being part of the same land conveyed to the grantor by deeds in
Book 19 page 173 and Book 32 page 142 DeSoto County Mississippi.

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 23rd day of April 1976

D. Milton Nichols



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 D. Milton Nichols

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 23rd day of April 1976

My Commission Expires: May 18, 1976

Aurilia B. Jones
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock
no minutes A. M. 28 day of April 1976, and that the same has
been recorded in Book 199 Page 151 records of REAL ESTATE Trust Deed

H. H. Ferguson 28 April 1976
5.00

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1968)
L.A.N.D.

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between Lester V. Nelms and wife,
Ester A. Nelms

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
Twenty eight thousand sixty one and 70/100- - - - - DOLLARS
(\$ 28,061.70) evidenced by a promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of ten per centum per annum after
Date , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

Due and payable on or before April 26, 1977.

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

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

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

Two acres more or less situated in Section 2, Township 2 South, Range 6 West,
DeSoto County, Mississippi and being more particularly described as BEGINNING
at an iron pin in the Southwest line of U. S. Highway 78, 100 feet wide, a
distance of 2,277.75 feet Northwestwardly as measured along said Southwest line
from its intersection with the east line of Section 11, Township 2 South, Range
6 West; thence continuing Northwestwardly on a curve to the left with a
radius of 16,270 feet a distance of 55.80 feet to a point of tangent; thence
continuing North 49 degrees, 19 minutes West along the Southwest line of
highway 78, 114.2 feet to a point; thence South 41 degrees 31 minutes 50 sec-
onds West along Gurley's Southeast line, 512.47 feet to a point; thence South
49 degrees 19 minutes 00 seconds East 170 feet to a point; thence North 41
degrees 31 minutes, 00 seconds East 512.25 feet to a point in the Southeast line
of Highway 78, the said point of beginning, and containing two (2) acres.

Copyright Mississippi Bankers Association

CANCELLED BY AUTHORITY RECORDED IN BOOK

273 PAGE 172

MAY 25 DAY OF May 1981

H. B. Ferguson
CHANCERY CLERK

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 26th day of April 1976

Lester V. Nelms
Lester V. Nelms

Ester A. Nelms
Ester A. Nelms

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 Lester V. Nelms and wife Ester A. Nelms 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 26 day of April 1976

My Commission Expires: Jan 18, 1977 *Ray A. Doffin*
Notary Public

STATE OF MISSISSIPPI, COUNTY OF
Instrument was filed for record at 9 o'clock
1976, and that the same has
REAL ESTATE
28 April 1976
FEE \$ 5.00 PD

Assignment of this instrument Recorded in
Real Estate TLD Book
No. 200 Page 683
This the 9 day of June 19 76
H. B. 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 27th day of April, 19 76, by and between

OSMAN T. PULLY and wife, RUTH M. PULLY

hereinafter called the Grantor; **Denson A. Ward, Jr. and W. G. Farr, Jr.**, hereinafter called the Trustee, and

PERCY GALBREATH & SON, INC., a corporation organized and existing under the laws of the State of Tennessee, having its principal office and post-office address at **100 North Main Building, Memphis, Tennessee**, hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described 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 2021, Section I, Southaven West Subdivision in Section 23, Township 1 South, Range 8 West, as per revised plat thereof recorded in Plat Book 3, Pages 42 and 43, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Attempted
1013
July 1978
W. E. Davis
by P. Stanley

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 & SON, INC., a corporation organized and existing under the laws of the State of Tennessee, the payment of a certain promissory note of even date herewith in the principal sum of **Twenty-Four Thousand Four Hundred and no/100**-----Dollars (\$ 24,400.00), with interest from date at the rate of **Eight & Three-Fourths** per centum (8 & 3/4 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of **Percy Galbreath & Son, Inc.**,

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 Ninety-Two and 03/100**-----Dollars (\$ 192.03), commencing on the first day of June, 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 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 (5%) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

Assignment of this instrument Recorded in
Single Mts Co
Real Estate TLD Book
No. 484 Page 408
This the 19 day of Sept 19 89
W. E. Davis by Cole Clerk

Assignment of this instrument Recorded in
Ann Law Book
Real Est TLD Book
No. 484 Page 415
This the 19 day of Sept 19 89
W. E. Davis by Cole Clerk

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

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

- (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
- (II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (III) interest on the note secured hereby; and
- (IV) amortization of the principal of said note.

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

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

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

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

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

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

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

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

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

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.

Osman T. Pully
Osman T. Pully

Ruth M. Pully
Ruth M. Pully

STATE OF MISSISSIPPI, }
COUNTY OF DeSoto } ss:

Personally appeared before me **Bobbie M. Braswell** the undersigned Notary Public in and for the said County, the within named **Osman T. Pully** and **Ruth M. Pully**, 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 27th day of April 1976.

My Commission expires: February 19, 1980

Bobbie M. Braswell
Notary Public

STATE OF MISSISSIPPI }
COUNTY OF *DeSoto* } ss:

Clerk of the Court of the Chancery of said County, do hereby certify that the

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 00 minutes 9 A.M. 28 day of April 1976, and that the same has been recorded in Book 199 Page 157 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 28 day of April 1976.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

5.00 pd

PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned J. R. Adams, Sr. and Eulalie C. Adams, husband and wife, residents of Oxford, Lafayette County, Mississippi, the owners of the debt secured by a certain deed of trust, and being the holders of said deed of trust, made, dated and recorded as follows:

<u>Made By</u>	<u>Dated</u>	<u>Recorded</u>	<u>In Book</u>	<u>At Page</u>
Marion Waldrup and Billy Wayne Hoggard	August 4, 1972	August 4, 1972	146	61

in the office of the Chancery Clerk of DeSoto County, Mississippi, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby release from said deed of trust the following described property:

See Exhibit "A" hereto and made a part hereof.

Provided, however, that this release shall not be construed or interpreted to affect, diminish, or release the balance of the security held under said deed of trust nor shall it be interpreted or construed to release, affect or diminish the personal liability of any party liable for the payment of the note which said deed of trust secures.

IN WITNESS WHEREOF, we have executed this Partial Release this 23 day of April, 1976.

J. R. Adams, Sr.
J. R. Adams, Sr.

Eulalie C. Adams
Eulalie C. Adams

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

This day personally appeared before me, the undersigned authority in and for said county and state, the within named J. R. Adams, Sr. and Eulalie C. Adams, personally known to me, who acknowledged that they signed and delivered the foregoing Partial Release on the day and date therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 23 day of April, 1976.

Mary J. Hunt
Notary Public

My Commission Expires:

My Commission
Expires March 4, 1978

EXHIBIT "A"

Talbot & Associates, Inc.
Engineers, Planners, Surveyors

Post Office Box 16311
3209 Whitebrook Plaza
Building B, Suite 110
Memphis, Tennessee 38116
Phone (901) 362-0424

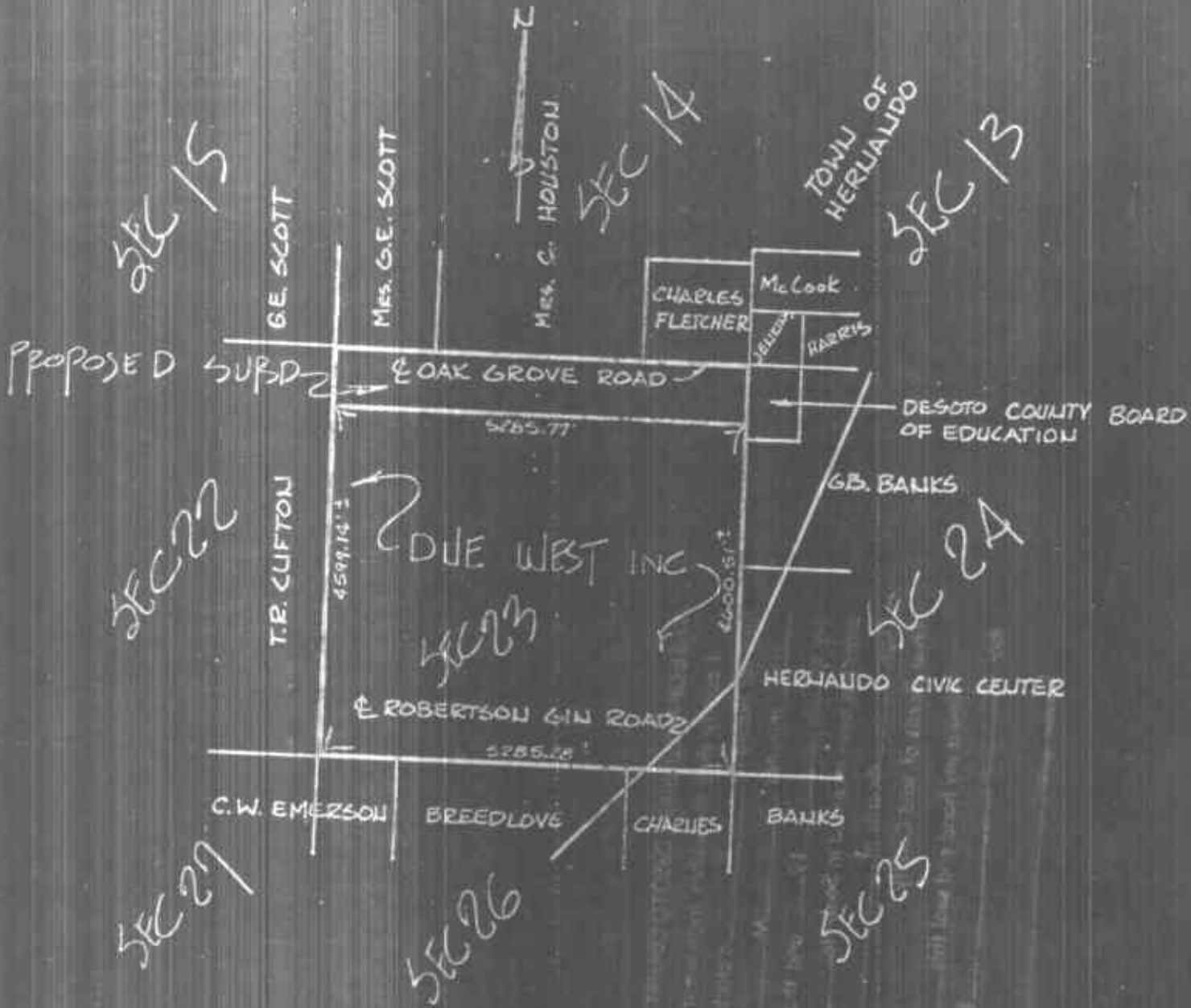
Release Description
January 22, 1976

Being a Survey of Part of Section 23, Township 3 South, Range 8 West and being located in Desoto County, Mississippi and being more particularly described as follows:

Beginning at the Northeast corner of Section 22, Township 3 South, Range 8 West, said point also being the Southwest corner of Section 14, Township 3 South, Range 8 West; thence North 89 degrees 43 minutes 29 seconds East along the South line of said Section 14, said line also being the centerline of Oak Grove Road (having an 80.0 Foot R.O.W.), 5290.35 feet to the Southeast corner of said Section 14, said point also being the Northwest corner of Section 24, Township 3 South, Range 8 West, said point also being the Northwest corner of the Desoto County Board of Education Tract; thence South 0 degrees 38 minutes 00 seconds East along the West line of said Section 24, 694.01 feet to a point; thence South 89 degrees 43 minutes 29 seconds West and running parallel to the said South line of Section 14, 5285.77 feet to a point on the East line of said Section 22, said point also being on the East line of the T. R. Clifton Tract; thence North 01 degrees 0 minutes 42 seconds West along said East line of Section 22, 694.06 feet to the point of beginning.

The above metes and bounds contain 3,669,912 Square Feet or 84.25 Acres, more or less.

TOWNSHIP 3 SOUTH RANGE 8 WEST



TALBOT & ASSOCIATES LTD.
 MEMPHIS, TENNESSEE
 1-22-76

STATE OF MISSISSIPPI
 I certify that this instrument was filed for record at 10 o'clock
 on the 28th day of April 1976, and that the same has
 been recorded in Book 160 of the records of REAL ESTATE TRUST DEED
 at the rate of \$3.50 per page.
 H. H. [Signature]
 1976

Assignment of this instrument Recorded in
Real Estate Title Book
No. 200 Page 49
CANCELLED BY AUTHORITY RECORDED IN BOOK 480 PAGE 37
THIS 7th DAY OF July 1928
W. E. Davis Chancery Clerk
This the 17 day of May 1926
H. Y. Ferguson Clerk

163

VA Form 26-4822 (Home Loan)
Revised January 1974. Use Op-
tional Section 1310, Title 25,
U.S.C. Acceptable to Federal
National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 23rd day of April, 1976,
by and between HUGH FRANKLIN WRIGHT, one and the same person as HUGH F.
WRIGHT, and wife, BOBBIE A. WRIGHT,

, hereinafter called the Grantor; David G. Williams and Milburn K.
Noell, Jr., hereinafter called the Trustee, and

FIRST NATIONAL BANK OF MEMPHIS

and existing under the laws of the United States of America, a corporation organized
post-office address at 165 Madison Avenue, 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 381, Section B, Revised, Greenbrook Subdivision, in Section 19,
Township 1 South, Range 7 West, as per plat thereof recorded in
Plat Book 8, Page 51, in the Office of the Chancery Clerk of
DeSoto County, Mississippi.

Included in this conveyance are the wall to wall carpets in the
living room, hall and three bedrooms, which are, and shall be deemed
to be, fixtures and a part of the realty described above, and are a
portion of the security for the indebtedness described herein.

The mortgagor covenants and agrees that so long as this mortgage
and the said note secured hereby are insured under the provisions
of the National Housing Act, or guaranteed under the provisions
of the Servicemen's Readjustment Act of 1944, as amended, he will
not execute or file for record any instrument which imposes a
restriction upon the sale or occupancy of the mortgaged property
on the basis of race, color or creed. Upon any violation of this
undertaking, the mortgagee may, at its option, declare the unpaid
balance of the debt secured hereby immediately due and payable.

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

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

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of TWENTY-SIX THOUSAND SEVEN HUNDRED FIFTY Dollars (\$26,750.00), 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 One Hundred Ninety-six & 35/100 Dollars (\$ 196.35), 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. ~~xxx~~

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

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

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

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

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

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

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

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

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

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

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be one per centum (1.0%) of the total indebtedness as of the date of sale.

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

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

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

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

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

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

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.

Hugh Franklin Wright
HUGH FRANKLIN WRIGHT

Bobbie A. Wright
BOBBIE A. WRIGHT

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO

Personally appeared before me, the undersigned Notary Public, in and for said County, the within named Hugh Franklin Wright and Bobbie A. Wright, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 23rd day of April, 1976.

Deborah B. Ansbro
Notary Public

My Commission expires:



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

STATE OF MISSISSIPPI, COUNTY OF DeSOTO
I certify that this instrument was filed for record at 10 o'clock
minutes A.M. of April 1976, and that the same has
been recorded in Book 163 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this 28th day of April, 1976.

Attest:
H. P. Ferguson
Notary Public

Fee \$5.00

CANCELLED BY AUTHORITY RECORDED IN BOOK

738 PAGE 423
THIS 7 DAY OF Dec 1994

W.E. Davis
CHANCERY CLERK
by M. Muhammad

Assignment of this Instrument Recorded in
DeSoto TID Book
No 199 Page 286
This is 3 day of May 19 76
M.B. Ferguson Clerk

DEED OF TRUST

THIS DEED OF TRUST is made this 29th day of March, 1976, among the Grantor, EDWARD T. OAKS and wife, BRENDA I. OAKS (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 Street, Jackson, Mississippi 39205 (herein "Lender").

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

Lot 67, POINT REGENCY LAKESIDE HOMES, as more fully described in Plat Book 14, Pages 9 and 10 in the Chancery Court Clerk's Office of DeSoto County, Mississippi and being situated in Section 19, Township 1 South Range 7 West of said County and State.

which has the address of 5659 Woodshire Drive, Southaven, Mississippi (herein "Property Address");
(Street) (City) (State and Zip Code)

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

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated March 29, 1976 (herein "Note"), in the principal sum of Thirty Six thousand four hundred and no/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2006; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

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

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

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

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

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

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

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

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

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

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

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

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

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

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

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

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

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

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

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

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

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

14. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

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

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

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

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

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

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

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

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

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

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

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

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

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

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

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

Edward T. Oaks
Edward T. Oaks —Borrower
Brenda I. Oaks
Brenda I. Oaks —Borrower

STATE OF MISSISSIPPI, DeSoto County ss:

On this 29 day of March, 1976, personally appeared before me, the undersigned authority in and for said County and State, the within named Edward T. Oaks, and his wife, Brenda I. Oaks, 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

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

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 ✓
I certify that the within instrument was:

STATE OF MISSISSIPPI DeSOTO COUNTY
I certify that this instrument was filed for record at 10 o'clock
on 28 day of April 1976, and that the same has
been recorded in 199 of 167 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this 28 day of April 1976.

Fee \$ 5.50

SEAL *H. H. Ferguson*

Memphis, Tenn.

38138

pd. 5.50

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

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Thirty-Three Thousand and No/100----- Dollars (\$ 33,000.00-), with interest from date at the rate of --8 1/2-- -----per centum (8.5%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Bankers Trust Savings and Loan Association----- in Jackson, Mississippi-----, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Fifty-Three & 77/100 Dollars (\$ 253.77----), 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 Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

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

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

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be - - ten - - - per centum (10 . 0%) of the total indebtedness as of the date of sale.

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

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

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

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

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

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

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 S. Holt
James S. Holt
Alonn D. Holt
Alonn D. Holt

STATE OF MISSISSIPPI, }
COUNTY OF DESOTO } 887

Personally appeared before me -----, the undersigned authority
in and for said County, the within named ----- James S. Holt ----- and
----- Alonn D. Holt -----, his wife, who acknowledged that they signed and
delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this ----23rd----- day of ----April-----, 1976.



Deborah B. Ambro

My Commission Expires January 4, 1981

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

MISSISSIPPI Trust
I certify that this instrument was filed for record at 10 o'clock
minutes A.M. on the 23rd day of April 1976, and that the same has
been recorded in Volume 199 Page 171 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 28 day of April 1976.
Fees \$5.00
SPAL *H. H. Ferguson* CLERK

DEED OF TRUST
(Land)

This Deed of Trust, this day made by the undersigned _____
Grady Sowell and Mrs. Carolyn Sowell

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

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

hereinafter referred to as the Beneficiary, Witnesseth That:

Whereas, the Grantors are justly indebted to the Beneficiary in the principal sum of _____
Six hundred and no/100 - - - - -

Dollars (\$ 600.00), together with interest thereon from and after the 23 day
of April, 19 76, at the rate of nine per centum
per annum, said principal and interest being due and payable as follows:

\$600.00 on their note of even date and like amount due April 15, 1977.

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

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

The Grantors expect the Grantees to advance him - her - them money, supplies and merchandise in the amount of fifteen hundred Dollars at the discretion of the Grantees during the year 19 76 or ~~30~~ ⁷² months after date and the Grantors, in order to secure the payment of said sum, as well as any advances that may be made as aforesaid, hereby execute this instrument.

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

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Beginning at the Southwest Corner of the West Half of the Northeast Quarter of Section Five (5), Township Four (4), Range Seven (7) West, thence East 208.75 feet to a stake; thence North 626.25 feet to a stake; thence West 208.75 feet to a stake; thence South 626.25 feet to the point of beginning, containing 3 acres more or less.

This is our homestead and the only home we have.

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

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

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

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

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

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

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

Witness the signatures of the Grantors on this the 23 day of April

1976.

Grady Sowell
Carolyn Sowell

STATE OF Mississippi
COUNTY OF Newton

Before me, the undersigned authority in and for the aforesaid county and state, this day there personally appeared the within named Grady Sowell and Carolyn Sowell

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

Given under my hand and official seal on this the 24 day of April



Robert Stamper
Title: ROBERT STAMPER
JUSTICE COURT JUDGE
District 5 - Newton County
HICKORY, MS. 39322

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 28 day of April 1976, and that the same has been recorded in Book 199 Page 175 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 28 day of April 1976.

Fees: 4.50 nd

H. P. Ferguson
CLERK

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Paid, Satisfied and Cancelled
This 30 day of Feb. 1928
Thomas

CANCELLED BY AUTHORITY RECORDED IN BOOK

222 PAGE 169
THIS 28 DAY OF Feb. 1928

A. S. Ferguson
CHANCERY CLERK

Attest
D. B. Bridgforth, Jr.
Chancery Clerk
D. B. Woodfall, Jr.

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

BILLY A. REAVES and wife, FRANCES REAVES, Party

of the first part, hereinafter designated as the Grantor,

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

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 TWO HUNDRED ELEVEN and 64/100 -----DOLLARS
(\$ 3,211.64) 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 \$3,211.64, with interest from date at the rate
of Ten percent (10%) per annum, repayable at the time of
closing of that property located at 1252 Mary Jane, Memphis,
Tenn., or on February 1, 1977, whichever may come first.

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

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

County of DeSoto,

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

Lot 24, Ridge View Subdivision, in Section 26, Township 1,
Range 7, as per plat thereof recorded in Plat Book 12,
Pages 41-44, in the office of the Chancery Clerk of
DeSoto County, Mississippi.

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

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

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

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

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

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

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

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes 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 27th day of April, 1976.

Billy A. Reaves
 Billy A. Reaves
Frances Reaves
 Frances Reaves

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 Billy A. Reaves and Frances Reaves, who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand, and official seal, this the 27th day of April, 1976.
 My Commission Expires: 1-8-80
Deborah B. Ansbw
 Notary Public

1976
 118 paid
 28
 H. M. Ferguson

Lot 834 ✓
 Partial Release of this Instrument Recorded in
Real Estate T1D Book
 No. 203 Page 56
 This 11 day of Aug 19 76
H. D. Ferguson Clerk

Lot 243 ✓
 Partial Release of this Instrument Recorded in
Real Estate T1D Book
 No. 201 Page 440
 This 23 day of June 19 76
H. D. Ferguson Clerk

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DEED OF TRUST

THIS INDENTURE made and entered into this 21st day of April, 1976, by and between ESTATE HOMES, INC., a Tennessee Corporation, party of the first part; HALLAM BOYD, JR., party of the second part, as Trustee, and NATIONAL BANK OF COMMERCE, MEMPHIS, TENNESSEE, party of the third part, WITNESSETH:

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

PARCEL I:

Lots 243 and 295, Greenbrook Subdivision, Section "B" Revised, 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.

PARCEL II:

Lots 725, 730, 833, 834, and 837, Section "D", Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West as per plat thereof recorded in Plat Book 9, Page 42, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

PARCEL III:

34.6 acres, situated in the Southwest Quarter of Section Seven (7), Township Three (3), Range Seven (7) West, and more particularly described by metes and bounds as follows:

BEGINNING at a point in the West line of said Section Seven (7), which point is 1769.95 feet North of the Southwest corner of said Section; thence North 6 degrees 41 minutes West along said section line 965.27 feet to an iron pin at the Southwest corner of Hernando Estates Subdivision; thence North 85 degrees 23 minutes East along the South line of said Subdivision 1345.58 feet to an iron pin; thence South 6 degrees 02 minutes East along the West line of said Subdivision 1237.18 feet to an iron pin; thence South 85 degrees 05 minutes West along the North line of Mt. Pleasants Heights Subdivision 488 feet to an iron pin; thence North 62 degrees 55 minutes West along the North line of said Subdivision 145.8 feet to an iron pin; thence North 58 degrees 55 minutes West along the North line of said Subdivision 154.1 feet to an iron pin; thence North 84 degrees 27 minutes West 613.82 feet to the point of beginning.

PARCEL IV:

Being 114.2 acres situated in the West Half of Section Seven (7), Township Three (3), Range Seven (7) West, and more particularly described as follows, to-wit:

Partial Release of this Instrument Recorded in
Real Estate T1D Book
 No. 205 Page 392
 This 28 day of Oct 19 76
H. D. Ferguson Clerk
 34.6 ac 7-3-7
 Partial Release of this Instrument Recorded in
Real Estate T1D Book
 No. 207 Page 655
 This 14 day of Dec 19 76
H. D. Ferguson Clerk
 451 828
 Partial Release of this Instrument Recorded in
Real Estate T1D Book
 No. 206 Page 108
 This 14 day of Dec 19 76
H. D. Ferguson Clerk
 451 828
 Partial Release of this Instrument Recorded in
Real Estate T1D Book
 No. 206 Page 338
 This 2 day of Dec 19 76
H. D. Ferguson Clerk
 451 828
 Partial Release of this Instrument Recorded in
Real Estate T1D Book
 No. 206 Page 340
 This 2 day of Dec 19 76
H. D. Ferguson Clerk
 451 828
 Partial Release of this Instrument Recorded in
Real Estate T1D Book
 No. 206 Page 655
 This 14 day of Dec 19 76
H. D. Ferguson Clerk
 451 828
 Partial Release of this Instrument Recorded in
Real Estate T1D Book
 No. 207 Page 108
 This 14 day of Dec 19 76
H. D. Ferguson Clerk
 451 828
 Partial Release of this Instrument Recorded in
Real Estate T1D Book
 No. 207 Page 18
 This 4 day of April 19 77
H. D. Ferguson Clerk
 451 828

34.6 ac 7-3-7
 Partial Release of this Instrument Recorded in
Real Estate T1D Book
 No. 210 Page 18
 This 4 day of April 19 77
H. D. Ferguson Clerk

BEGINNING at the Northwest corner of Section 7, Township 3, Range 7 West; thence North 83 degrees 40 minutes East along the north line of said Section 841.8 feet to an iron pin; thence South 68 degrees 35 minutes East 513.1 feet to a concrete post in the west right of way of U. S. Highway 55; thence South 25 degrees 10 minutes East along said Highway right of way 1924.2 feet to a point; thence South 21 degrees 24 minutes East 380.6 feet to a concrete marker in the West right of way of Byhalia Road; thence Southwesterly along said road right of way 747.8 feet to a point; thence Easterly 20 feet to a point; thence Southwesterly along said road right of way 932 feet to an iron pin; thence South 89 degrees 10 minutes West 166.2 feet to an iron pin; thence North 5 degrees 47 minutes West 1284.1 feet to an iron pin; thence South 86 degrees 52 minutes West 1351.3 feet to an iron pin in the West line of said Section 7; thence North 5 degrees 14 minutes West along said Section line 2640 feet to the point of beginning, and containing 114.2 acres. LESS AND EXCEPT Hernando Estate Subdivision, Section A, in Section 7, Township 3, Range 7 as shown on the recorded Plat of said subdivision in Plat Book 3, page 33 in the office of the Chancery Court of DeSoto County, Mississippi; and LESS AND EXCEPT Hernando Estate Subdivision, Section B, in Section 7, Township 3, Range 7 as shown on the recorded Plat of said subdivision in Plat Book 6, page 9 in the office of the Chancery Court of DeSoto County, Mississippi.

The property herein conveyed is encumbered by Deeds of Trust recorded in Book 162, Page 594; Book 162, Page 465; Book 164, Page 432; Book 164, Page 422; Book 170, Page 523; Book 171, Page 407; and Book 171, Page 401, as to Parcels I and II and Book 106, Page 241, as to Parcel III and Book 183, Page 409, as to Parcels III and IV, all in the Office of the Chancery Clerk of DeSoto County, Mississippi.

This conveyance is made in trust, however, to further secure the payment of:

- (1) The Promissory Notes more particularly described in Exhibit A attached hereto and made a part hereof by reference;
- (2) The obligation and indebtedness of the party of the first part under and by virtue of its assumption of all liability of Wallace E. Johnson Enterprises, Inc. to National Bank of Commerce under the Limited Guaranty of Wallace E. Johnson Enterprises, Inc. dated February 17, 1975, for the debt of Standard Builders Supplies, Inc. up to the aggregate principal amount of \$300,000.00, which Limited Guaranty is secured by Deed of Trust of record in Book No. 183, Page 409, DeSoto County Chancery Court Clerk's Office;
- (3) One promissory note dated May 14, 1974, in the original principal amount of \$500,000.00, bearing interest at the rate of eight (8%) per cent per annum executed by Wallace E. Johnson Enterprises, Inc. payable to the order of Mercantile Trust Company National Association with a present principal balance of \$26,129.42 and payable on demand;
- (4) One promissory note dated April 20, 1976, in the principal amount of \$9,243.46, bearing interest at the rate of one (1%) per cent over the prime rate of the National Bank of Commerce, executed by Wallace E. Johnson Enterprises, Inc. payable to the order of National Bank of Commerce on or before 30 days from date; and

(5) Two promissory notes, one dated April 5, 1963, in the principal amount of \$825,000.00, bearing interest at the rate of six percent (6%) per annum, executed by Nam Ni Estates, Inc. to the order of Bearer, which note is secured by Deed of Trust of record in Book 5011, Page 361, Shelby County, Register's Office, encumbering Lots 152, 153, 154, and 155, Section A-3, Nam Ni Estates Subdivision, and one dated February 23, 1967, in the principal amount of \$375,000.00, bearing interest at the rate of six percent (6%) per annum, executed by Nam Ni Estates, Inc. to the order of Bearer, which note is secured by Deed of Trust of record in Book 6144, Page 123, Shelby County Register's Office, encumbering Lots 152, 153, 154, and 155, Section A-3, Nam Ni Estates Subdivision, and Lot 510, Section A-6, Nam Ni Estates Subdivision on which the present outstanding debt is \$ 8,400.⁰⁰;

and any further sums which the party of the third part, or any holder or holders of the notes and obligations 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 or 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 and obligations secured hereby; and if any balance then remains in his hands he shall pay the same to the party of the first part or its assigns.

The party of the third part, or any holder of the above described notes and obligations, 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 party of the first part, on the day and year first above written.

ATTEST:

ESTATE HOMES, INC.

W. M. Hussey
Secretary

By: Roland Maddox
President

STATE OF TENNESSEE

COUNTY OF SHELBY

Personally appeared before me, the undersigned authority, in and for the jurisdiction aforesaid, the within named ROLAND MADDOX and W. M. Hussey who acknowledge that they are Secretary and President of Estate Homes, Inc., a corporation, and that for and on behalf of said corporation and as its act and deed they signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, they having been first authorized so to do.

Given under my hand and official seal this the 21st day of April, 1976.



David Paulsen
NOTARY PUBLIC

My Commission Expires:

10-16-76

EXHIBIT A

1. One promissory note dated July 19, 1974, in the principal amount of \$23,200.00, bearing interest at the rate of ten percent (10%) per annum, executed by Wallace E. Johnson Enterprises, Inc. to the order of Bearer, which note is secured by Deed of Trust of record under Register No. J7 8765, Shelby County Register's Office, encumbering Lot 27, New Allan Village Subdivision.
2. One promissory note dated May 8, 1973, in the principal amount of \$24,000.00, bearing interest at the rate of seven and three-fourths percent (7-3/4%) per annum, executed by Wallace E. Johnson Enterprises, Inc. to the order of Bearer, which note is secured by Deed of Trust of record under Register No. H7 8528, Shelby County Register's Office, encumbering Lot 77, New Allan Village Subdivision.
3. One promissory note dated April 12, 1973, in the principal amount of \$24,000.00, bearing interest at the rate of seven and one-half percent (7-1/2%) per annum, executed by Wallace E. Johnson Enterprises, Inc. to the order of Bearer, which note is secured by Deed of Trust of record under Register No. H7 2348, Shelby County Register's Office, encumbering Lot 78, New Allan Village Subdivision.
4. One promissory note dated May 8, 1973, in the principal amount of \$24,000.00, bearing interest at the rate of seven and three-fourths percent (7-3/4%) per annum, executed by Wallace E. Johnson Enterprises, Inc. to the order of Bearer, which note is secured by Deed of Trust of record under Register No. H7 8532, Shelby County Register's Office, encumbering Lot 80, New Allan Village Subdivision.
5. One promissory note dated May 8, 1973, in the principal amount of \$24,000.00, bearing interest at the rate of seven and three-fourths percent (7-3/4%) per annum, executed by Wallace E. Johnson Enterprises, Inc. to the order of Bearer, which note is secured by Deed of Trust of record under Register No. H7 8531, Shelby County Register's Office, encumbering Lot 81, New Allan Village Subdivision.
6. One promissory note dated June 29, 1973, in the principal amount of \$25,200.00, bearing interest at the rate of eight and three-fourths percent (8-3/4%) per annum, executed by Wallace E. Johnson Enterprises, Inc. to the order of Bearer, which note is secured by Deed of Trust of record under Register No. H8 9874, Shelby County Register's Office, encumbering Lot 86, New Allan Village Subdivision.
7. One promissory note dated June 29, 1973, in the principal amount of \$25,200.00, bearing interest at the rate of eight and three-fourths percent (8-3/4%) per annum, executed by Wallace E. Johnson Enterprises, Inc. to the order of Bearer, which note is secured by Deed of Trust of record under Register No. H8 9877, Shelby County Register's Office, encumbering Lot 90, New Allan Village Subdivision.
8. One promissory note dated June 29, 1973, in the principal amount of \$25,200.00, bearing interest at the rate of eight and three-fourths percent (8-3/4%) per annum, executed by Wallace E. Johnson Enterprises, Inc. to the order of Bearer, which note is secured by Deed of Trust of record under Register No. H 8 9876, Shelby County Register's Office, encumbering Lot 92, New Allan Village Subdivision.

EXHIBIT A (CONT'D)

9. One promissory note dated June 15, 1973, in the principal amount of \$24,000.00, bearing interest at the rate of eight and one-half percent (8-1/2%) per annum, executed by Wallace E. Johnson Enterprises, Inc. to the order of Bearer, which note is secured by Deed of Trust of record under Register No. H8 4166, Shelby County Register's Office, encumbering Lot 94, New Allan Village Subdivision.
10. One promissory note dated April 12, 1973, in the principal amount of \$24,000.00, bearing interest at the rate of seven and one-half percent (7-1/2%) per annum, executed by Wallace E. Johnson Enterprises, Inc. to the order of Bearer, which note is secured by Deed of Trust of record under Register No. H7 2342, Shelby County Register's Office, encumbering Lot 102, New Allan Village Subdivision.
11. One promissory note dated April 12, 1973, in the principal amount of \$24,000.00, bearing interest at the rate of seven and one-half percent (7-1/2%) per annum, executed by Wallace E. Johnson Enterprises, Inc. to the order of Bearer, which note is secured by Deed of Trust of record under Register No. H7 2340, Shelby County Register's Office, encumbering Lot 105, New Allan Village Subdivision.
12. One promissory note dated October 12, 1973, in the principal amount of \$18,040.00, bearing interest at the rate of ten percent (10%) per annum, executed by Wallace E. Johnson Enterprises, Inc. to the order of Bearer, which note is secured by Deed of Trust of record under Register No. J2 1092, Shelby County Register's Office, encumbering Lot 287, Timberlake Subdivision, Section B.
13. One promissory note dated November 9, 1973, in the principal amount of \$18,040.00, bearing interest at the rate of ten percent (10%) per annum, executed by Wallace E. Johnson Enterprises, Inc. to the order of Bearer, which note is secured by Deed of Trust of record under Register No. J3 1168, Shelby County Register's Office, encumbering Lot 288, Timberlake Subdivision, Section B.
14. One promissory note dated October 19, 1973, in the principal amount of \$18,040.00, bearing interest at the rate of ten percent (10%) per annum, executed by Wallace E. Johnson Enterprises, Inc. to the order of Bearer, which note is secured by Deed of Trust of record under Register No. J2 2099, Shelby County Register's Office, encumbering Lot 296, Timberlake Subdivision, Section B.
15. One promissory note dated October 26, 1973, in the principal amount of \$18,040.00, bearing interest at the rate of ten percent (10%) per annum, executed by Wallace E. Johnson Enterprises, Inc. to the order of Bearer, which note is secured by Deed of Trust of record under Register No. J2 3233, Shelby County Register's Office, encumbering Lot 301, Timberlake Subdivision, Section B.
16. One promissory note dated October 19, 1973, in the principal amount of \$18,040.00, bearing interest at the rate of ten percent (10%) per annum, executed by Wallace E. Johnson Enterprises, Inc. to the order of Bearer, which note is secured by Deed of Trust of record under Register No. J2 2098, Shelby County Register's Office, encumbering Lot 303, Timberlake Subdivision, Section B.

EXHIBIT A (CONT'D)

17. One promissory note dated November 9, 1973, in the principal amount of \$18,040.00, bearing interest at the rate of ten percent (10%) per annum, executed by Wallace E. Johnson Enterprises, Inc. to the order of Bearer, which note is secured by Deed of Trust of record under Register No. J3 1170, Shelby County Register's Office, encumbering Lot 304, Timberlake Subdivision, Section B.
18. One promissory note dated October 19, 1973, in the principal amount of \$18,040.00, bearing interest at the rate of ten percent (10%) per annum, executed by Wallace E. Johnson Enterprises, Inc. to the order of Bearer, which note is secured by Deed of Trust of record under Register No. J2 2096, Shelby County Register's Office, encumbering Lot 312, Timberlake Subdivision, Section B.
19. One promissory note dated October 5, 1973, in the principal amount of \$18,040.00, bearing interest at the rate of ten percent (10%) per annum, executed by Wallace E. Johnson Enterprises, Inc. to the order of Bearer, which note is secured by Deed of Trust of record under Register No. J1 8707, Shelby County Register's Office, encumbering Lot 317, Timberlake Subdivision, Section B.
20. One promissory note dated October 5, 1973, in the principal amount of \$18,040.00, bearing interest at the rate of ten percent (10%) per annum, executed by Wallace E. Johnson Enterprises, Inc. to the order of Bearer, which note is secured by Deed of Trust of record under Register No. J1 8709, Shelby County Register's Office, encumbering Lot 319, Timberlake Subdivision, Section B.
21. One promissory note dated October 5, 1973, in the principal amount of \$18,040.00, bearing interest at the rate of ten percent (10%) per annum, executed by Wallace E. Johnson Enterprises, Inc. to the order of Bearer, which note is secured by Deed of Trust of record under Register No. J1 8706, Shelby County Register's Office, encumbering Lot 322, Timberlake Subdivision, Section B.
22. One promissory note dated October 12, 1973, in the principal amount of \$18,040.00, bearing interest at the rate of ten percent (10%) per annum, executed by Wallace E. Johnson Enterprises, Inc. to the order of Bearer, which note is secured by Deed of Trust of record under Register No. J2 1091, Shelby County Register's Office, encumbering Lot 325, Timberlake Subdivision, Section B.
23. One promissory note dated November 9, 1973, in the principal amount of \$18,040.00, bearing interest at the rate of ten percent (10%) per annum, executed by Wallace E. Johnson Enterprises, Inc. to the order of Bearer, which note is secured by Deed of Trust of record under Register No. J3 1173, Shelby County Register's Office, encumbering Lot 327, Timberlake Subdivision, Section B.
24. One promissory note dated October 26, 1973, in the principal amount of \$18,040.00, bearing interest at the rate of ten percent (10%) per annum, executed by Wallace E. Johnson Enterprises, Inc. to the order of Bearer, which note is secured by Deed of Trust of record under Register No. J2 3232, Shelby County Register's Office, encumbering Lot 306, Timberlake Subdivision, Section B.
25. Eighty-five (85) promissory notes, each of which is dated August 23, 1974, bearing interest at the rate of ten percent (10%) per annum, executed by Wallace E. Johnson Enterprises, Inc. to the order of Bearer, which notes are secured by Deeds of Trust of record under Register Nos. J8 3594 through J8 3678, inclusive, encumbering Lots 220 through 274,

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EXHIBIT A (CONT'D)

- inclusive, 276, 277, 278, 280 through 286, inclusive, 289, 291, 292, 294, 297, 298, 300, 302, 305, 307, 310, 311, 313, 314, 318, 320, 321, 323, 324, and 326, Timberlake Subdivision, Section B.
26. One promissory note dated September 23, 1974, in the principal amount of \$250,000.00, bearing interest at the rate of ten percent (10%) per annum, executed by Service Mortgage & Investment Co., Inc. to the order of National Bank of Commerce, which note is secured by Guaranty Agreement executed by Wallace E. Johnson Enterprise, Inc., Wallace E. Johnson and Alma E. Johnson, which Guaranty Agreement is secured by Deed of Trust of record under Register No. J8 9013, in the Register's Office of Shelby County, Tennessee, encumbering Lot 2, Section "A", Chickasaw Plaza Subdivision.
 27. One promissory note dated June 5, 1968, in the principal amount of \$65,000.00, bearing interest at the rate of seven and one-half percent (7-1/2%) per annum, executed by Wallace E. Johnson, Inc. (now Wallace E. Johnson Enterprises, Inc.) to the order of National Bank of Commerce in Memphis, which note is secured by Deed of Trust of record under Register No. E3 3099, Shelby County Register's Office, encumbering Part of Lot 2, Shopping Center Subdivision, as modified and extended by instrument of record under Register No. _____.
 28. One promissory note dated July 13, 1973, in the principal amount of \$24,000.00, bearing interest at the rate of nine and one-fourth percent (9-1/4%) per annum, executed by Wallace E. Johnson Enterprises, Inc. to the order of Bearer, which note is secured by Deed of Trust of record in Book 162, Page 594, DeSoto County Chancery Court Clerk's Office, encumbering Lot 243, Greenbrook Subdivision, Section "B", Revised.
 29. One promissory note dated June 15, 1973, in the principal amount of \$26,000.00, bearing interest at the rate of eight and one-half percent (8-1/2%) per annum, executed by Wallace E. Johnson Enterprises, Inc. to the order of Bearer, which note is secured by Deed of Trust of record in Book 162, Page 465, DeSoto County Chancery Court Clerk's Office, encumbering Lot 295, Greenbrook Subdivision, Section "B", Revised.
 30. One promissory note dated August 10, 1973, in the principal amount of \$24,000.00, bearing interest at the rate of ten percent (10%) per annum, executed by Wallace E. Johnson Enterprises, Inc. to the order of Bearer, which note is secured by Deed of Trust of record in Book 164, Page 432, DeSoto County Chancery Court Clerk's Office, encumbering Lot 725, Section "D", Greenbrook Subdivision.
 31. One promissory note dated August 10, 1973, in the principal amount of \$24,000.00, bearing interest at the rate of ten percent (10%) per annum, executed by Wallace E. Johnson Enterprises, Inc. to the order of Bearer, which note is secured by Deed of Trust of record in Book 164, Page 422, DeSoto County Chancery Court Clerk's Office, encumbering Lot 730, Section "D", Greenbrook Subdivision.

EXHIBIT A (CONT'D)

- 32. One promissory note dated January 24, 1974, in the principal amount of \$24,000.00, bearing interest at the rate of ten percent (10%) per annum, executed by Wallace E. Johnson Enterprises, Inc. to the order of Bearer, which note is secured by Deed of Trust of record in Book 170, Page 523, DeSoto County Chancery Court Clerk's Office, encumbering Lot 833, Section "D", Greenbrook Subdivision.
- 33. One promissory note dated February 15, 1974, in the principal amount of \$24,000.00, bearing interest at the rate of ten percent (10%) per annum, executed by Wallace E. Johnson Enterprises, Inc. to the order of Bearer which note is secured by Deed of Trust of record in Book 171, Page 407, DeSoto County Chancery Court Clerk's Office, encumbering Lot 834, Section "D", Greenbrook Subdivision.
- 34. One promissory note dated February 15, 1974, in the principal amount of \$24,000.00, bearing interest at the rate of ten percent (10%) per annum, executed by Wallace E. Johnson Enterprises, Inc. to the order of Bearer, which note is secured by Deed of Trust of record in Book 171, Page 401, DeSoto County Chancery Court Clerk's office, encumbering Lot 837, Section "D", Greenbrook Subdivision.

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 10 o'clock
no minutes A. M. 28 day of April 1976, and that the same has
 been recorded in Book 199 Page 181 records of REAL ESTATE Trust Deed
 of said County.
 Witness my hand and seal this the 28 day of April 1976.
 Fees \$ 10.00 pd.
 SEAL H. P. Sugar CLERK

PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated March 16, 1972 executed by Wallace E. Johnson Enterprises, Inc., A Tennessee Corporation to David G. Williams and Joseph S. Sims of Memphis, as Trustee (s) for First National Bank Beneficiary, which Deed of Trust is recorded in Book 139, Page 581, in the Chancery Court Clerk's Office of DeSoto County, Mississippi, the undersigned First National Bank of Memphis, as Beneficiary, named in said Deed of Trust, has bargained and sold and by these presents does bargain, sell, convey, remise, release and quitclaim unto the said Wallace E. Johnson Enterprises, Inc. the following described property located in DeSoto County, Mississippi, to-wit:

Lot 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.

To have and to hold the aforescribed real property unto the said Wallace E. Johnson Enterprises, Inc. and to its successors, heirs and assigns in fee simple forever, free and discharged from the lien of said deed of trust and the indebtedness secured thereby.

But this is a partial release and as to all other property described in and conveyed by said deed of trust not heretofore nor hereby released, the lien of same shall continue in full force and effect.

IN WITNESS WHEREOF the said First National Bank of Memphis Beneficiary and holder of the indebtedness secured by said Deed of Trust as aforesaid has executed this instrument this 26 day of April, 1976.

ATTEST:

[Signature]
VICE PRESIDENT

FIRST NATIONAL BANK OF MEMPHIS

By

[Signature]
LOAN 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 MYRON ODOM, JR. who acknowledge that as LOAN OFFICER respectively, for and on behalf of and by authority of FIRST NATIONAL BANK OF MEMPHIS they signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND seal of office this the 26 day of April, 1976.

[Signature]
Notary Public

My commission expires:

MY COMMISSION EXPIRES MARCH 24, 1978

STATE OF MISSISSIPPI
I certify that this instrument was filed for record at 10 o'clock April 1976, and that the same has been recorded in 190 records of REAL ESTATE TRUST DEEDS.
28
[Signature]
2.50

RELEASE OF DEED OF TRUST

To the Clerk of the
Chancery Court of
DeSoto County

You are hereby authorized and directed to satisfy and cancel of record in your office
the Deed of Trust executed by:

John R. McNeely and Lola McNeely, his wife

For the use and benefit of:

Avco Financial Services of Miss., Inc.

On the 12th day of June, 1976 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
paid to the undersigned.

Witness my signature on this the 13 day of April, 1976.

Avco Financial Services

William E. Thomas

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for said County
and State, William E. Thomas, who acknowledged and that he signed and delivered
the foregoing release of Trust Deed on the day and date hereinbefore mentioned.

Dorothy R. Martin
Notary Public

My Commission Expires August 24, 1979

RETURN TO:
RECORD DATA OF MISS.
SUITE 922-100 N. MAIN
MEMPHIS, TN 38103

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
55 minutes A M. 23 day of April 1976, and that the same has
been recorded in Book 199 Page 191 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 29 day of April 1976.

Fees \$ 2.50 pd.

SEAL H. P. Sugar CLERK

Mississippi Bankers Association
 DOC 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 James M. Kisner and wife,
Frances N. Kisner

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

of the first part, hereinafter designated as the Debtor, whose address is 1126 Coral Hills Drive
(Street)

Southaven DeSoto Mississippi 38671
(City) (County) (State)

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

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

First National Bank of Hernando, Mississippi,
 of the third part, hereinafter designated as the Bank, Witnesseth:

THAT WHEREAS, Debtor is justly indebted to Bank in the full sum of Twelve hundred seventy-two \$24/1
 Dollars (\$ 1,272.24) evidenced by promissory note 4/21/76 of even date here-
 with in favor of Bank, bearing interest at the rate of ten (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:

36 monthly installments of \$35.34 each payable May 28, 1976 and each month thereafter
until loan is paid

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 2664, Section "M", Southaven West Subdivision, Section 27, Township 1 South,
 Range 8 West, as per plat thereof recorded in Plat Book 4, Pages 52 & 53, in the
 Office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference
 is hereby made for a more particular description of said lot.

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 or 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 21st day of April 19 76

FIRST NATIONAL BANK, HERNANDO Bank By Richard A. Taylor Debtor By James Kisner Frances N. Kisner

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 James Kisner and Frances N. Kisner

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

Given under my hand and official seal, this the 21st day of April 19 76

Notary Public Signature My Commission Expires Nov. 24, 1979

STATE OF MISSISSIPPI COUNTY OF

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

STATE OF MISSISSIPPI, DE SOTO COUNTY I certify that the within instrument was filed for record at 1 o'clock 35 minutes P.M. on 28 day of April 1976, and that the same has been recorded at Page 199 Page 192 records of REAL ESTATE Trust Deed of said county. Witness my hand and seal of this the 29 day of April 1976. Fee \$5.00 Notary Public Signature

CANCELLED BY AUTHORITY, RECORDED IN BOOK
2062 PAGE 166
THIS 2 DAY OF Sept 2004
W G Law
CHANCERY CLERK
J S Cleveland

VA Form 28-8223 (Home Loan)
Revised January 1974. Use Op-
tional Section 1810, Title 38,
U.S.C. Acceptable to Federal
National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 20th day of April, 1976,
by and between Thomas Eugene Wigginton and wife, Barbara Jean Wigginton

John Land McDavid, hereinafter called the Grantor;
Bailey Mortgage Company, hereinafter called the Trustee, and

and existing under the laws of Mississippi, a corporation organized
post-office address at 161 E. Amite St., Jackson, Mississippi 39205, having its principal office and
Beneficiary: hereinafter called the

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

Lot 17 of Part 1, Northwood Subdivision in
Section 13, Township 3 South, Range 8 west,
DeSoto County, Mississippi, as per Plat of
record in Plat Book 4, Page-22, in the Office
of the Chancery Clerk of DeSoto County, Miss-
issippi.

The Grantors covenant and agree that so long as this
Deed of Trust and note secured hereby are guaranteed
under the Servicemen's Readjustment Act, or insured
under the provisions of the National Housing Act, they
will not execute or file for record any instrument
which imposes a restriction upon the sale or occupancy
of the subject property on the bases of race, creed or
color. Upon any violation of the covenant the holder
of this note 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 notes 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 Veteran's
Administration declining to guarantee such ineligibility)
the present holder of the note secured hereby or any
subsequent holder hereof, 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 entirely used to pay the seller
all or a part of the purchase price of the property
described above.

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

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

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Thirty three thousand two hundred and 00/100--Dollars (\$ 33,200.00), 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 Bailey Mortgage Company, 161 E. Amite St., Jackson, Mississippi in _____, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two hundred fifty-five and 31/100 Dollars (\$ 255.31), 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 Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Thomas Eugene Wigginton
Thomas Eugene Wigginton

Barbara Jean Wigginton
Barbara Jean Wigginton

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

Personally appeared before me, the undersigned Notary Public, in and for said County, the within named Thomas Eugene Wigginton and Barbara Jean Wigginton, his wife, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 20th day of April, 1976.

Jan L. Ames
Notary Public



My commission expires:

March 3, 1980

STATE OF MISSISSIPPI, COUNTY OF DESOTO

I certify that the within instrument was filed for record at 4 o'clock no minutes P M of 28 day of April, 1976, and that the same has been recorded in Book 199 Page 195 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this 29 day of April, 1976.

Fees \$ 5.00

SEAL: *H. P. Ferguson*

CANCELLED BY AUTHORITY RECORDED IN BOOK
267 PAGE 178
THIS 11 DAY OF Dec. 19 80
L. S. 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

Cary G. Duncan

of the first part, hereinafter designated as the Grantor,

James W. Amos

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

Security Bank of Hernando

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
Four thousand three hundred and 00/100----- DOLLARS
(\$ 4,300.00) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of ten per centum per annum after
date , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

Payable on or before January 2, 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 714, 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 12-15 in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-51 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 22 day of April 1976

Cary G. Duncan
Cary G. Duncan

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Cary G. Duncan who 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 22 day of April 1976
My Commission Expires Jan 29, 1980 *Calvin M. Smith*
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock
no minutes A.M. 28 day of April 1976, and that the same has
been recorded in Book 199 Page 199 REAL ESTATE TRUST DEED

29 April 1976
5.00 *H. H. Dawson*

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

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

Marvin L. Holdsenback and wife, Carol A. Holdsenback

of the first part, hereinafter designated as the Grantor,

James W. Amos

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

Security Bank of Hernando

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Six Thousand nine hundred fifty-one and 60/100----- DOLLARS

(\$ 6,951.60) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of ten per centum per annum after maturity, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

60 equal monthly payments of \$115.86 beginning May 20, 1976 with a like installment due on the same day of each month thereafter until paid in full.

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

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

County of DeSoto

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

Lot 128 in Section A, Lakewood Estates Subdivision, as shown by the plat recorded in Plat Book 7, Pages 49-51 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, South Range 7 west.

CANCELLED BY AUTHORITY RECORDED IN BOOK

275 PAGE 276

THIS 31 DAY OF July 1981

H. D. Ferguson
CHANCERY CLERK

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 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 the payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 22 day of April 19 76

Marvin L. Holdsenback
 Marvin L. Holdsenback
Carol A. Holdsenback
 Carol A. Holdsenback

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 Marvin L. Holdsenback and wife, Carol A. Holdsenback who severally acknowledged that they

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

Given under my hand and official seal, this the 22 day of April 19 76
 My Commission Expires: *Jan 29 1982* *Delores M. Smith*
 Notary Public

STATE OF MISSISSIPPI COUNTY OF DeSoto
 I certify that this instrument was filed for record at 4 o'clock
 no. *1899* of *April* 1976, and that the same has
 been assigned to *202*

29

5.00

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 George Wendell Cleaves and wife,
Naomia Cleaves and _____
_____, his wife
residing in R-1, Box 70, Southaven, Mississippi 38671- DeSoto County Mississippi, whose post office
address is _____, Mississippi _____,
grantor(s), herein called "Borrower," and Aaron Goolshy

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

WHEREAS, Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
April 27, 1976	\$18,180.00	8-1/2%	April 27, 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

FULLY PAID AND SATISFIED

FmHA 427-1 MS (Rev. 1-7-76)

DATE: 11/20/09
UNITED STATES OF AMERICA
RURAL DEVELOPMENT

BY: [Signature]
Community Development Mgr.
PURSUANT TO AUTHORITY
CONTAINED IN 31.F.R.14103

ATTEST

W. E. [Signature] CHANCERY CLERK
by [Signature]

Part of the North Half of Section 28, Township 1, Range 7 West described as BEGINNING at the northeast corner of said Section 28; thence south along the section line 924.0 feet to a point; thence south 84 degrees 30 minutes west 2,366.0 feet to the point of beginning of the land herein conveyed; thence continuing south 84 degrees 30 minutes west 302.62 feet to a point in the center of Plum Point Road; thence south 47 degrees 29 minutes east along the center of said Plum Point Road 280.78 feet to a point; thence north 84 degrees 30 minutes west (passing an iron pin at 30 feet) 114.81 feet to a point; thence north 5 degrees 30 minutes west 208.71 feet to the point of beginning, containing one acre, more or less.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS the signature(s) of Borrower this 27th day of April, 19 76

George Wendell Cleaves
Naomia Cleaves

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 George Wendell Cleaves and Naomia Cleaves, 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 27th day of April, 19 76

Barbara J. Crumshaw
 (Signature)

Notary Public (Title)



STATE OF MISSISSIPPI } COUNTY }
 I certify that this instrument was filed for record at 9 o'clock
no minutes A of 29 day of April, 1976, and that the same has
 been recorded in Book 199 of 205 records of REAL ESTATE Trust Deed
 of said County.
 Witness my hand and seal this 29 day of April, 1976.
 Notary Public *H. H. Ferguson*
 Fee \$ 5.00

9065

50105
17217

This instrument prepared by: NATIONAL BANK OF WESTCHESTER

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Office of Chancery Clerk of DeSoto Register's Office of DeSoto County, Miss. certain real property was conveyed by the hereinafter named grantor, to Cary Whitehead and L. V. Sharp 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
Claude A. Miller, Jr. Marilyn Miller, H/W	3/24/62	Book <u>62</u> Page <u>246</u>	Lot 105, Sec A. Southaven S/D in Sec. 14, Township 1 South, Range 8 West Plt book 2, Pages 465 DeSoto Cnty, Miss.

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

The undersigned, National Bank of Westchester covenants with the said grantor that it is the legal owner and holder of the notes described in and secured by said trust deed, and that it has the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said NATIONAL BANK OF WESTCHESTER 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 18th day of March 19 76

NATIONAL BANK OF WESTCHESTER
Richard Teachman, Asst. Vice President.

STATE OF NEW YORK
COUNTY OF WESTCHESTER
On this 18th day of March, 1976, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Richard Teachman 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.

My commission expires _____ day of _____ 19____ Notary Public

STATE OF NEW YORK
COUNTY OF WESTCHESTER
Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared Richard Teachman with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Asst. Vice President of the National Bank of Westchester the within named bargainer, 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 Westchester County, New York, this 18th day of March, 19 76

FLORENCE FAIELLA
Notary Public, State of New York
No. 50622200
My commission expires _____ day of _____ 19____ Notary Public

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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 35 minutes P. M. 28 day of April, 1976, and that the same has been recorded in Book 199 Page 209 of said County.

Notary my hand and seal this 29 day of April, 1976
H. H. Ferguson
2.50

826,250

M412-16387

RELEASE OF DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS, that the undersigned is the true and lawful holder and owner of that certain indebtedness in the principal sum of \$16,000.00 and all interest, evidenced by one negotiable promissory note, as set out in and secured by that certain Deed of Trust bearing date of March 25th 1969, executed by George E. Bunch and wife, Gayanne J. Bunch, to National Mortgage Company, Trustee(s), of record in the Register's Office of DeSoto County, ~~Tennessee~~ Mississippi, in Deed Book 108, page 531, to which reference is made for description of the property conveyed and the indebtedness secured thereby.

And all the indebtedness secured by said Deed of Trust having been fully paid and discharged, The Philadelphia Saving Fund Society hereby releases and discharges the lien of said Deed of Trust aforesaid in full.

This the 26th day of March, 1976

THE PHILADELPHIA SAVING FUND SOCIETY

L. P. Siefken
Assistant Vice President

M. A. Burch
Asst. Corp. Secretary

STATE OF PENNSYLVANIA)
) TO-WIT:
CITY OF PHILADELPHIA)

Before me, Thomas C. Keiser, a Notary Public for the City in the State aforesaid, personally appeared L. F. Siefken and M. A. Burch, with whom I am personally acquainted, and who upon oath acknowledged themselves to be the Assistant Vice President and Asst. Corp. Secretary, respectively, of The Philadelphia Saving Fund Society, and that he, L. P. Siefken as such Assistant Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as Assistant Vice President, and that he, M. A. Burch, as Asst. Corp. Secretary attested the same as Asst. Corp. Secretary.

WITNESS my hand and official seal at my office in Philadelphia, Pennsylvania on this the 26th day of March, 1976.

My commission expires:

(Tennessee Form)

Thomas C. Keiser
Notary Public

THOMAS C. KEISER
Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires March 21, 1977

35 P 28
199

DUTY
Document filed for record at 1 o'clock
April 1976 and that the same has
210 REAL ESTATE DEPT. 1976

29 April 1976
L. P. Siefken

2.50

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 200 Page 395
This the 26 day of May 19 76
H. D. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 241 Page 356
This the 19 day of April 19 79
H. D. Ferguson Clerk

CANCELLED BY AUTHORITY, RECORDED IN BOOK
2475 PAGE 330
THIS 19 DAY OF May 2006
W E Davis
By D. Davis, Jr. CHANCERY CLERK

VA Form 24-4822 (Home Loan)
Revised December 1968. Use Op-
tional Section 1819, Title 38,
U.S.C. Acceptable to Federal
National Mortgage Association.

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

MISSISSIPPI

DEED OF TRUST

D-22914-SR

THIS DEED OF TRUST, made and entered into this 14th day of April, 1976,
by and between
Ronald L. Lawrenz and wife, Phyllis A. Lawrenz

, hereinafter called the Grantor;
Delta Title Company, hereinafter called the Trustee, and

and existing under the laws of National Mortgage Company, a corporation organized
post-office address at State of Tennessee, having its principal office and
Beneficiary: 4041 Knight Arnold Road, hereinafter called the
Memphis, Tenn. 38118

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

Lot 593, Section C, Greenbrook Subdivision, Revised, as shown on plat of record
in plat book 11, pages 13 & 14, in Section 19, Township 1, South, Range 7 West
in the office of the Chancery Clerk of Desoto County, Mississippi, to which plat
reference is hereby made for a more particular description of said lot, as per
survey by Acme Survey Company dated April 9, 1976.

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

Should the Veterans Administration fail or refuse to issue its guaranty
of the loan secured by this mortgage under the provisions of the
Servicemen's Readjustment Act of 1944, as amended, within sixty
days from the date the loan would normally become eligible for such
guaranty, the mortgagee herein may, at its option, declare all sums
secured by this mortgage immediately due and payable. The
mortgagor covenants and agrees that so long as this mortgage and
the said note secured hereby are authorized under the provisions of
the Servicemen's Readjustment Act, no will not execute or file for
record any instrument which imposes a restriction upon the sale or
occupancy of the mortgaged property on the basis of race, color or
 creed. Upon any violation of this undertaking, the mortgagee herein
may, at its option, declare the unpaid balance of the debt secured
hereby immediately due and payable.

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

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

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of *Thirty Four Thousand Eight Hundred Fifty \$400*-Dollars (\$ 34,850.00--), 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 *National Mortgage Company, 4041 Knight ARnold Road* in *Memphis, Tenn. 38118*, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of *Two Hundred Fifty Five 5* Dollars (\$ 255.80----), commencing on the first day of *June*, 19 *76*, and continuing on the *30/100* first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of *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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Ronald L. Lawrenz
Ronald L. Lawrenz

Phyllis A. Lawrenz
Phyllis A. Lawrenz

STATE OF ~~MISSISSIPPI~~ TENNESSEE
COUNTY OF Shelby

Personally appeared before me *M. Welfer*, the undersigned *Notary public*
in and for said County, the within named *Ronald L. Lawrenz* and
Phyllis A. Lawrenz, 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 14th day of April, 19 76.

M. Welfer

My Commission Expires June 11, 1979



28, 1976

STATE OF MISSISSIPPI, ~~MISSISSIPPI~~ MISSISSIPPI COUNTY
I certify that the within instrument was filed for record at 1 o'clock
35 minutes P on the 28 day of April, 1976, and that the same has
been recorded in 199 Page 211 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal of this the 29 day of April, 1976.
Fee \$ 5.50
SEAL *H. H. Sigerson* CLERK

STATE OF MISSISSIPPI
County of
I, *H. H. Sigerson*
Clerk of the
do hereby
was filed
1976, and
Record of
on the
Fee

CANCELLED BY AUTHORITY, RECORDED IN BOOK

426 PAGE 497

THIS 20th DAY OF Jan 19 88

W.C. Davis
Chancery Clerk
by S. Jay, Jr., S.C.

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.

D-77239 - SR

THIS DEED OF TRUST, made and entered into this 20th day of April, 19 76, by and between

Harold G. Henderson, Jr.,

hereinafter called the Grantor;

Delta Title Company, hereinafter called the Trustee, and

PREPARED BY:
WILSON H. KATZ, ATTY.
4041 KNIGHT-ARNOLD ROAD
MEMPHIS, TENN. 38118

and existing under the laws of and post-office address at Beneficiary:

National Mortgage Company
State of Tennessee
4041 Knight Arnold Road
Memphis, Tenn. 38118

a corporation organized having its principal office 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 130, Section A, Revised Plan, Southaven Subdivision, as shown on plat of record in plat book 2, pages 4 & 5, in Section 14, Township 1 South Range 8 West, in the office of the Chancery Clerk of Desoto County, Mississippi, to which plat reference is hereby made for a more particular description of said lot, as per survey by Acme Survey Company dated April 13, 1976.

The holders of the indebtedness described herein shall have the option at any time to require the Grantor to pay to the Holders of the indebtedness in addition to and concurrent to the monthly installment of principal and interest and amount for taxes and hazard insurance, a sum equal to one-twelfth of the unpaid loan maximum balance 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 held in escrow without liability on the part of the Holder of the indebtedness for interest thereon and to be used in payment of said insurance when due and payable, if the amount so held shall at any time be insufficient to pay said insurance premium when due and payable, the Trustee and the Holders shall accept the entire amount of said deficit, and the same shall be added to the principal of said indebtedness, forever.

TO HAVE AND TO HOLD the same unto the

IN TRUST, HOWEVER, to secure to

National Mortgage Company
State of Tennessee

a corporation organized the payment

and existing under the laws of a certain promissory note of even date herewith in the principal sum of Twenty One Thousand Three Hundred Fifty and no/100 Dollars (\$ 21,350.00), 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 Sixty Eight and 02/100 Dollars (\$ 168.02), commencing on the first day of June 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 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 (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

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

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

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

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Harold G. Henderson Jr
 Harold G. Henderson, Jr.

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

Personally appeared before me M. Val Jean, the undersigned Notary public in and for the said County, the within named Harold G. Henderson, Jr. and ~~XXXXXX~~ who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 20th day of April, 1976
 My Commission Expires June 11, 1979
M. Val Jean

STATE OF MISSISSIPPI }
 COUNTY OF Desoto } April 28, 1976

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 28 day of April, 1976.

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 1 o'clock 35 minutes P. M. 28 day of April, 1976, and that the same has been recorded in Book 199 Page 215 records of REAL ESTATE Trust Deed of said County.
 Witness my hand and seal this the 29 day of April, 1976.
 Fees 5.50 pd. SEAL H. P. Ferguson CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. }

KNOW ALL MEN BY THESE PRESENTS: That J. A. Joyner
(Formerly Guaranty Loan Corp.)
of FinanceAmerica Corporation
the beneficiary, does hereby certify that a certain trust deed
bearing date the 30th day of May 19 74 made and executed by George R. Richardson
& Stella M. Richardson, Southaven, Mississippi to Guaranty Loan Corp.
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 176 on page 133
of the Record of Trust Deeds, on the 4th day of June 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

J. A. Joyner

STATE OF MISSISSIPPI, }
DeSoto County. }

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 28 day of April A. D. 19 76

Rebecca M. McCarty

STATE OF MISSISSIPPI, COUNTY
Instrument was filed for record at 1 o'clock
30 minutes P 28 April 1976, and that it has
been recorded in 199 218 REAL ESTATE Trust Deed
FILED 29 OF April 1976
BY H. H. Sugarman

Fees \$ 2.50

LICENSED LENDER
FINANCE AMERICA CORPORATION

LAND DEED OF TRUST

1711 State Line Road

Southaven, Mississippi 38671

NO. AND STREET
NO. **R40808-8**
MONTHLY INSTALLMENT DUE DATE
03rd
MORTGAGORS-BORROWERS

SPOUSE
George R. Richardson Stella M.
1654 Claiborne Drive
Southaven, Mississippi

INTEREST (INCL. DISCOUNT)		SERVICE CHARGE	COMBINED DISC. & SER. CHG.	OFFICIAL FEES	TOTAL OF PAID CONTRIBUTIONS TO LOAN
\$ 5655.09			\$ 5655.09	6.00	\$ 13032.00
PRINCIPAL AMT. OF LOAN					\$ 7376.91
NOTE IS PAYABLE IN MONTHLY PAYMENTS. THE FIRST ONE (FIRST PAYMENT) DUE					FINAL PAYMENT DUE
\$ 181.00 AND 71		\$ 181.00		6/3/76	5/3/82
EACH EXCEPT FINAL PAYMENT SHALL BE UNPAID BALANCE					REVISION DATE
RATE					4/30/76

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 417, Section E, Carriage Hills Subdivision in Sections 23 & 24, Township 1 South, Range 8 West as per plat thereof recorded in Plat Book 4, Pages 17 & 18 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 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 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, 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.

CANCELLED BY AUTHORITY RECORDED BY BOOK
213 PAGE 214
THE 1st DAY OF July 1977
H. J. Ferguson
CHANCERY CLERK

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 27th day of April 1976

Signed in the presence of:
Linda S. Shivers
X *George R. Richardson* (SEAL)
Stella M. Richardson (SEAL)
X (SEAL)

STATE OF MISSISSIPPI,

DESOTO County.

Personally appeared before me, the undersigned NOTARY PUBLIC in and for said County, the within named George R. and Stella M. Richardson

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 27th day of APRIL 1976

My Commission Expires April 22, 1978

Geneva S. McLarty

Return to Record Data, Inc.
Suite 922-100 N. Main
Memphis, TN

TRUST	38, 1976	Chancery Court	it was filed for record	9 P.M., on	27, 1976	day of	APRIL	1976	Clerk	D. C.	K'S FEES	\$	\$	\$	\$	\$
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STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the instrument was filed for record at 1 o'clock 30 minutes P.M. 28 day of April 1976, and that the same has been recorded in Book 199 Page 219 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this 29 day of April 1976.

Fees \$ 3.50

SEAL *H. P. Ferguson* CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

944 PAGE 644
THIS 23 DAY OF Jan 19 95

W. E. Davis
Chancery Clerk

correction

Assignment of this Instrument Recorded in Assignment of this Instrument Recorded in

Real Estate TID Book Real Estate TID Book
No. 204 Page 636 No. 201 Page 81

This the 1 day of July 19 76 This the 14 day of June 19 76

W. D. Ferguson Clerk

DEED OF TRUST

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

D-22927-SR

THIS DEED OF TRUST is made this 20th day of April 19 76, among the Grantor, Don A. Wright and wife, Lolita Joy Wright (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 505, Section C, Greenbrook Subdivision, as shown on plat of record in plat book 11, pages 13 & 14, in Section 19, Township 1, South, Range 7 West, in the office of the Chancery Clerk of Desoto County, Mississippi, to which plat reference is hereby made for a more particular description of said lot, as per survey by Acme Survey Company dated March 15, 1976.

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

which has the address of 5813 Greenbrook Parkway Southaven 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 April 20, 1976 (herein "Note"), in the principal sum of Thirty Four Thousand Eight Hundred and no/100 (\$34,800.00) Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2006; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

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

Federal Natl Mtg Assoc
Assignment of this instrument recorded in
Real Estate 70 book
No. 678 Page 546
This the 15 day of Dec 19 93
W. E. Davis
Chancery Clerk

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

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

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

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

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

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

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

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

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

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

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

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

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

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

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

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

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

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

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

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

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

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

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

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

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

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

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

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

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

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

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

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

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

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

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

Don A. Wright
Don A. Wright
Lolita Joy Wright
Lolita Joy Wright
-Borrower
-Borrower

STATE OF MISSISSIPPI, TENNESSEE, ... SHELBY, ... County ss:

On this ... 20th ... day of ... April ... 19 76, personally appeared before me, the undersigned authority in and for said County and State, the within named ... Don A. Wright and wife, Lolita Joy Wright, who acknowledged that ~~t~~.he ~~is~~ signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office.

My commission expires:

M. [Signature]
Notary Public



My Commission Expires June 11, 1979

(Space Below This Line Reserved for Lender and Recorder)

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock
35 minutes P. on the 28 day of April 1976, and that the same has
been recorded in Book 799 Page 227 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 29 day of April 1976.
Fees \$ 5.50
SEAL *H. P. [Signature]* CLERK

5.50 pd.
Not'l Mtg.

CANCELLED BY AUTHORITY RECORDED IN BOOK 369 PAGE 771 Assignment of this Instrument Recorded in Real Estate Trust Deed Book 319 Page 748
 DAY OF July, 1986 This the 20 day of July, 1984
H. J. Ferguson Chancery Clerk

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

DEED OF TRUST

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

THIS DEED OF TRUST, made and entered into this 28th day of April, 1976, by and between

JEROME H. LEVITON and wife, KATHY JO LEVITON, hereinafter called the Grantor;
DENSON A. WARD, JR. and W. G. FARR, JR., hereinafter called the Trustee, and
PERCY GALBREATH & SON, INC.,

and existing under the laws of the STATE OF TENNESSEE, a corporation organized and having its principal office and post-office address at 100 North Main Street, 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 85, Section "A", in Brook Hollow Subdivision on Section 24, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 7, Page 8, in the office of the Chancery Clerk of said County.

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 & Son, Inc.

and existing under the laws of the State of Tennessee, a corporation organized and having its principal office and post-office address at 100 North Main Street, Memphis, Tennessee, hereinafter called the Beneficiary;

of a certain promissory note of even date herewith in the principal sum of Twenty Two Thousand Seven Hundred Fifty and 00/100 ---Dollars (\$ 22,750.00), with interest from date at the rate of eight & one-half per centum (8 1/2 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Percy Galbreath & Son, Inc., 100 North Main Street, Memphis, Tennessee,

or at such other place as the holder may designate, in writing, in monthly installments of One Hundred Seventy-four and 95/100 ----- Dollars (\$174.95), 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 (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

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

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

- (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
- (II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (III) interest on the note secured hereby; and
- (IV) amortization of the principal of said note.

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

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

Jerome H. Leviton

 Jerome H. Leviton

Kathy Jo Leviton

 Kathy Jo Leviton

STATE OF MISSISSIPPI, }
 COUNTY OF DeSoto }


Personally appeared before me _____, the undersigned notary public in and for the said County, the within named **Jerome H. Leviton** and **Kathy Jo Leviton**, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 28th day of April, 1976

My Commission Expires January 18, 1978

Diana A. Gustafson

 Notary Public



STATE OF MISSISSIPPI, }
 COUNTY OF DeSoto }

I. H. G. Ferguson, Clerk of the Court of the State of Mississippi

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 8 o'clock 25 minutes A M. 29 day of April, 1976, and that the same has been recorded in Book 199 Page 225 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 29 day of April, 1976.

Fees \$ 5.00 pd.

SEAL *I. H. G. Ferguson* CLERK

*5.00 pd
 10.40 pd*

FULLY PAID AND SATISFIED
10/26/75

UNITED STATES OF AMERICA,
FARMERS HOME ADMINISTRATION
BY *[Signature]*
COUNTY SUPERVISOR
PURSUANT TO AUTHORITY
CONTAINED IN 33 F.R. 14109
W. E. Davis, Chancery Clerk
by P. Blanton

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 27, 1976
(Date)
by and between the undersigned Doris M. Wiggins

residing in DeSoto County, Mississippi, whose post office
address is 5197 Caroline Dr. North, Walls, Mississippi 38680
grantor(s), herein called "Borrower," and Arron Goolsby

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

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

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
April 27, 1976	\$21,430.00	8.5%	April 27, 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 742, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as a bona fide occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer to purchase the property, refuse to negotiate the 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.

Doris M. Wiggins
Doris M. Wiggins

STATE OF MISSISSIPPI

COUNTY OF DeSoto

ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a notary public in and for said County and State, the within-named Doris M. Wiggins

and who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 27th day of April, 1976

James W. ...
(Signature)

Notary Public
(Title)

(SEAL)

My Commission Expires: March 3, 1980

STATE OF MISSISSIPPI COUNTY

I certify that the instrument was filed for record at 4 o'clock 10 minutes P on 28 day of April, 1976, and that the same has been recorded in Book 199 of said County, 227 volume of REAL ESTATE Trust Deed

Witness my hand and seal on the 29 day of April, 1976.

Fees \$ 5.00

H. P. Ferguson

Assignment of this Instrument Recorded in
Real Estate T1D Book
No. 299 Page 705
This the 5 day of July 19 83
H. G. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate T1D Book
No. 199 Page 374
This the 4 day of May 19 76
H. G. Ferguson Clerk

DEED OF TRUST

Jr.
Charles B. Shepard and Wife, Gloria A. Shepard to S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation, duly authorized to do business in the State of Mississippi.

In consideration of \$10.00, in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, State of Mississippi, to-wit:

Lot 619, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith, in the amount of Four Thousand Four Hundred Dollars and No Cents Dollars (\$ 4,400.00), bearing interest at the rate of 10 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Monthly installments of \$ 58.16 each beginning the 1st day of September, 1975, with a like installment due and payable on or before the 1st day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear ten (10) per cent interest from date made, and due on demand.

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

II. The Grantor or Grantors agree and bind themselves as follows: To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the notes secured hereby; to pay all expenses and costs in any way incident to this trust deed; to keep said property free from all tax liens of every kind; to keep the improvements thereon in reasonable repair and to not permit waste of said property; to keep the improvements thereon fully insured in acceptable companies against loss by tornado and fire, payable in the event of loss to the owner, or owners of said indebtedness as their interest may appear.

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

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be

CANCELLED BY AUTHORITY RECORDED IN BOOK

341 PAGE 653
THIS 26 DAY OF June 1985
M. S. Ferguson
CHANCERY CLERK
Ds.

advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable trustee's fee and the expenses of executing this trust.

V. The owner, or owners of said indebtedness whether they be the original owner, or owners by assignment, may, whenever they deem fit appoint a trustee in the place of the one herein named, or any subsequent trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted trustee shall have all the powers of said original trustee.

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to manage, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 27th day of July, 1975.

Charles B. Shepard, Jr.
Charles B. Shepard, Jr.
Gloria A. Shepard
Gloria A. Shepard

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Charles B. Shepard and wife, Gloria A. Shepard, who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 6th day of August, 1975.

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock and AM My commission expires Aug. 19 75 and that the same has been recorded in Book No. 189 Records of Real Estate of said County.

Witness my hand and seal this 29 day of August, 1975

[Signature]
NOTARY PUBLIC

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock and 02 minutes AM day of August 1975 and that the same has been recorded in Book No. 188 Page 659 records of Real Estate Trust Deeds of said County.

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at no minutes P M 28 and that the same has been recorded in Book No. 199 Records of Real Estate of said County.

Witness my hand and seal this 29 day of April, 1976

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock April 1976, and that the same has been recorded in Book No. 233 records of REAL ESTATE Trust Deeds of said County.

Witness my hand and seal this 29 day of April, 1976

[Signature]

Assignment of this instrument Recorded in
Real Estate TID Book
No. 199 Page 607
This the 13 day of May 19 76

Assignment of this instrument Recorded in
Real Estate TID Book
No. 199 Page 373
This the 4 day of May 19 76

H. S. Thompson Clerk

DEED OF TRUST

ROBERT F. FREEMAN AND/OR MORINE C. NICASTRO to BRIDGETOWN, INC., A Mississippi Corporation.

In consideration of \$10.00 cash in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, Mississippi, to-wit:

Lot 313 Section B, Bridgetown Subdivision, as shown on plat recorded in Plat Book 14, Pages 38-44, in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of BRIDGETOWN, INC., A Mississippi Corporation dated even herewith, in the amount of Five Thousand Four Hundred Dollars and No Cents Dollars (\$ 5,400.00), bearing interest at the rate of 10 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Monthly installments of \$ 71.37 each beginning the 1st day of June, 197 6, with a like installment due and payable on or before the 1st day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear ten (10) per cent interest from date made, and due on demand.

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

II. The Grantor or Grantors agree and bind themselves as follows: To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the notes secured hereby; to pay all expenses and costs in any way incident to this trust deed; to keep said property free from all tax liens of every kind; to keep the improvements thereon in reasonable repair and and not permit waste of said property; to keep the improvements thereon fully insured in acceptable companies against loss by tornado and fire, payable in the event of loss to the owner, or owners of said indebtedness as their interest may appear.

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

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable trustee's fee and the expenses of executing this trust.

V. The owner, or owners of said indebtedness whether they be the original owner, or owners by assignment, may, whenever they deem fit appoint a trustee in the place of the one herein named, or any subsequent trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted trustee shall have all the powers of said original trustee.

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 31st day of January, 1976.

Robert F. Freeman
ROBERT F. FREEMAN
Morine C. Nicastro
MORINE C. NICASTRO

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named ROBERT F. FREEMAN AND/OR MORINE C. NICASTRO who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 31st day of January, 1976.

Virginia M. Wiley
NOTARY PUBLIC

My commission expires:
My Commission Expires February 23, 1980

STATE OF MISSISSIPPI COUNTY OF DESOTO
I certify that this instrument was filed for record at 4 o'clock no minutes P 28 day of April 1976, and that the same has been recorded in 199 volume 235 records of REAL ESTATE Trust Deed
29 April 1976
3.50

Assignment of this Instrument Recorded in Real Estate T 1 D Book No. 199 Page 355
 Assignment of this Instrument Recorded in Real Estate T 1 D Book No. 199 Page 355
 No. 204 Page 524 No. 204 Page 527 This the 4 day of May 19 76
 This the 4 day of Oct 19 76 This the 4 day of Oct 19 76 H. B. Ferguson Clerk

DEED OF TRUST

HAROLD HOLLEMAN AND WIFE, CHANEY S. HOLLEMAN to BRIDGETOWN, INC., A Mississippi Corporation.

In consideration of \$10.00 cash in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, Mississippi, to-wit:

Lot 259 Section B, Bridgetown Subdivision, as shown on plat recorded in Plat Book 14, Pages 38-44, in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of BRIDGETOWN, INC., A Mississippi Corporation dated even herewith, in the amount of Four Thousand Dollars and No Cents Dollars (\$ 4,000.00), bearing interest at the rate of 10 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Monthly installments of \$ 52.87 each beginning the 1st day of May, 197 6, with a like installment due and payable on or before the 1st day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear ten (10) per cent interest from date made, and due on demand.

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

II. The Grantor or Grantors agree and bind themselves as follows: To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the notes secured hereby; to pay all expenses and costs in any way incident to this trust deed; to keep said property free from all tax liens of every kind; to keep the improvements thereon in reasonable repair and not permit waste of said property; to keep the improvements thereon fully insured in acceptable companies against loss by tornado and fire, payable in the event of loss to the owner, or owners of said indebtedness as their interest may appear.

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

CANCELLED BY AUTHORITY RECORDED IN BOOK
335 PAGE 5/5
 THIS 4 DAY OF April 19 85
H. J. Ferguson
 CHANCERY CLERK 25,

238

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable trustee's fee and the expenses of executing this trust.

V. The owner, or owners of said indebtedness whether they be the original owner, or owners by assignment, may, whenever they deem fit appoint a trustee in the place of the one herein named, or any subsequent trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted trustee shall have all the powers of said original trustee.

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 20th day of March 1976.

Harold Holleman
HAROLD HOLLEMAN
Chaney S. Holleman
CHANEY S. HOLLEMAN

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named HAROLD HOLLEMAN AND WIFE, CHANEY S. HOLLEMAN who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

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

Virginia M. Wiley
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that this instrument was filed for record at 4 o'clock 30 minutes A M. 28 day of April 1976, and that the same has been recorded in Book 198 of 237 records of REAL ESTATE Trust Deed of said county.

Witness my hand and seal in the 29 day of April 1976.

3.50

H. P. Ferguson

Assignment of this Instrument Recorded in Real Estate TID Book No. 204 Page 522 This the 4 day of Oct 1976
 Assignment of this Instrument Recorded in Real Estate TID Book No. 204 Page 521 This the 4 day of Oct 1976
 Assignment of this Instrument Recorded in Real Estate TID Book No. 199 Page 356 This the 4 day of May 1976
H. B. Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK
 965 PAGE 764
 THIS 23 DAY OF May 1976
H. B. Ferguson
 CHANCERY CLERK

DEED OF TRUST

John K. Johnson and Patricia M. Johnson (Wife) to BRIDGETOWN, INC., A Mississippi Corporation.

In consideration of \$10.00 cash in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, Mississippi, to-wit:

Lot 320 Section B, Bridgetown Subdivision, as shown on plat recorded in Plat Book 14, Pages 38-44, in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of BRIDGETOWN, INC., A Mississippi Corporation dated even herewith, in the amount of Four Thousand Nine Hundred Dollars and No Cents (\$ 4,900.00), bearing interest at the rate of 10 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Monthly installments of \$ 54.76 each beginning the 1st day of June, 1976, with a like installment due and payable on or before the 1st day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear ten (10) per cent interest from date made, and due on demand.

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

II. The Grantor or Grantors agree and bind themselves as follows: To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the notes secured hereby; to pay all expenses and costs in any way incident to this trust deed; to keep said property free from all tax liens of every kind; to keep the improvements thereon in reasonable repair and not permit waste of said property; to keep the improvements thereon fully insured in acceptable companies against loss by tornado and fire, payable in the event of loss to the owner, or owners of said indebtedness as their interest may appear.

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

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable trustee's fee and the expenses of executing this trust.

V. The owner, or owners of said indebtedness whether they be the original owner, or owners by assignment, may, whenever they deem fit appoint a trustee in the place of the one herein named, or any subsequent trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted trustee shall have all the powers of said original trustee.

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 4th day of April, 1976.

John K. Johnson

 John K. Johnson
Patricia M. Johnson

 Patricia M. Johnson

STATE OF MISSISSIPPI
 COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named JOHN K. JOHNSON AND WIFE, PATRICIA M. JOHNSON, who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

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

Virginia M. Wiley

 NOTARY PUBLIC

My commission expires:
 My Commission Expires February 20, 1980

STATE OF MISSISSIPPI COUNTY OF DESOTO
 I certify that this instrument was filed for record at 4 o'clock PM of April, 1976, and that the same has been recorded in 239 records of REAL ESTATE Trust Deed of said county.
28 199
29 April 1976
 3.50

LAUNCHED BY AUTHORITY RECORDED IN BOOKS
364 PAGE 638
9 DAY OF May 1986
H. O. Ferguson
CHANCERY CLERK D.S.

Assignment of this Instrument Recorded in
Real Estate T 10 Book
No. 199 Page 357
This the 4 day of May 1986
H. O. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate T 10 Book
No. 219 Page 705
This the 5 day of July 1983
H. O. Ferguson Clerk

DEED OF TRUST

JAMES F. HIME AND WIFE, JUNE L. HIME to BRIDGETOWN, INC., A Mississippi Corporation.

In consideration of \$10.00 cash in hand paid us convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, Mississippi, to-wit:

Lot 267 Section B, Bridgetown Subdivision, as shown on plat recorded in Plat Book 14, Pages 38-44, in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of BRIDGETOWN, INC., A Mississippi Corporation dated even herewith, in the amount of Five Thousand Four Hundred Dollars And No Cents Dollars (\$ 5,400.00), bearing interest at the rate of 10 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Monthly installments of \$ 71.37 each beginning the 1st day of June, 1976, with a like installment due and payable on or before the 1st day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear ten (10) per cent interest from date made, and due on demand.

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

II. The Grantor or Grantors agree and bind themselves as follows: To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the notes secured hereby; to pay all expenses and costs in any way incident to this trust deed; to keep said property free from all tax liens of every kind; to keep the improvements thereon in reasonable repair and and not permit waste of said property; to keep the improvements thereon fully insured in acceptable companies against loss by tornado and fire, payable in the event of loss to the owner, or owners of said indebtedness as their interest may appear.

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

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable trustee's fee and the expenses of executing this trust.

V. The owner, or owners of said indebtedness whether they be the original owner, or owners by assignment, may, whenever they deem fit appoint a trustee in the place of the one herein named, or any subsequent trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted trustee shall have all the powers of said original trustee.

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 28th day of March, 1976.

James F. Hime
 JAMES F. HIME
June L. Hime
 JUNE L. HIME

STATE OF MISSISSIPPI
 COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named JAMES F. HIME AND WIFE, JUNE L. HIME who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 28th day of March, 1976.

Virginia M. Wiley
 NOTARY PUBLIC

My commission expires:
 My Commission Expires February 20, 1980

STATE OF MISSISSIPPI

I certify that no of 28 199

COUNTY

instrument was filed for record at 4 o'clock of April 1976, and that the same has 241 records of REAL ESTATE Trust Deed

29

April

1976

3.50

For record of this instrument...
 Fee...
 3.50

The Release of the Deed of Trust
has not been
requisitioned.

Assignment of this Instrument Recorded in
Real Estate TID Book

No. 199 Page 606
This the 5 day of May 19 76

Jerry Mosey, P.
N. Miss. Barings & Loan
H.W. Ferguson
Chancery Clerk
By: J.E. Davis, D.C.

Assignment of this Instrument Recorded in
Real Estate TID Book

No. 199 Page 358
This the 4 day of May 19 76

H.W. Ferguson Clerk

DEED OF TRUST

Russ J. Irwin and/or Joan M. Irwin (Wife) to BRIDGETOWN, INC., A
Mississippi Corporation.

In consideration of \$10.00, in hand paid us convey and warrant
to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County,
State of Mississippi, to-wit:

Lot 425, Section 0, Bridgetown Subdivision,
as shown by the plat recorded in Plat Book 13, Page
42 in the office of the Chancery Clerk of DeSoto
County, Mississippi, in Section 23, Township 2,
Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in
favor of BRIDGETOWN, INC., A Mississippi Corporation, dated even herewith,
in the amount of Five Thousand Eight Hundred Dollars and No Cents Dollars
(\$ 5,800.00), bearing interest at the rate of 10 per centum
per annum after date, providing for the payment of attorney's fees in case
of default and being due and payable as follows, to-wit:

Monthly installments of \$ 76.56 each beginning the 1st day of
June, 1976, with a like installment due and payable on
or before the 1st day of each succeeding month thereafter until paid
in full.

(B) Also any amount paid out or contracted to be paid, by the holder
of said indebtedness to protect the property herein described or the title thereto,
including insurance, taxes, assessments, and any other liens or charges. All
such additional indebtedness or advances, when not otherwise specified by contract
to bear ten (10) per cent interest from date made, and due on demand.

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

II. The Grantor or Grantors agree and bind themselves as follows:
To promptly fulfill and comply with all of the terms and conditions expressed
and provided for in the notes secured hereby; to pay all expenses and costs
in any way incident to this trust deed, to keep said property free from all
tax liens of every kind; to keep the improvements thereon in reasonable repair
and not permit waste of said property; to keep the improvements thereon
fully insured in acceptable companies against loss by tornado and fire, payable
in the event of loss to the owner, or owners of said indebtedness as their interest
may appear.

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

Assignment of this Instrument Recorded in
Real Estate TID Book

No. 259 Page 293
This the 20 day of May 19 80

H.W. Ferguson Clerk

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable trustee's fee and the expenses of executing this trust.

V. The owner, or owners of said indebtedness whether they be the original owner, or owners by assignment, may, whenever they deem fit appoint a trustee in the place of the one herein named, or any subsequent trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted trustee shall have all the powers of said original trustee.

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 7th day of February, 1976.

Duane J. Irwin
 Duane J. Irwin
Joan M. Irwin
 Joan M. Irwin

STATE OF MISSISSIPPI
 COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Duane J. Irwin and/or Joan M. Irwin (Wife), who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 7th day of February, 1976.

Virginia M. Wiley
 NOTARY PUBLIC

My commission expires:
 My Commission Expires February 20, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that this instrument was filed for record at 4 o'clock no minutes P 28 day of April, 1976, and that the same has been recorded in Book 799 Page 243 of REAL ESTATE Trust Deed

29 April 1976
J. S. [Signature]

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 259 Page 289
This the 20 day of May 1980
H. S. Ferguson

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 199 Page 359
This the 4 day of May 1976
H. S. Ferguson Clerk

DEED OF TRUST

TERRELL E. DAILY AND WIFE, SHARON K. DAILY to BRIDGETOWN, INC., A Mississippi Corporation.

In consideration of \$10.00, in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, State of Mississippi, to-wit:

Lot 514, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of BRIDGETOWN, INC., A Mississippi Corporation, dated even herewith, in the amount of Five Thousand Four Hundred Dollars and No Cents Dollars (\$ 5,400.00), bearing interest at the rate of 10 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Monthly installments of \$71.37 each beginning the 1st day of June, 1976, with a like installment due and payable on or before the 1st day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear ten (10) per cent interest from date made, and due on-demand.

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

II. The Grantor or Grantors agree and bind themselves as follows: To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the notes secured hereby; to pay all expenses and costs in any way incident to this trust deed; to keep said property free from all tax liens of every kind; to keep the improvements thereon in reasonable repair and not permit waste of said property; to keep the improvements thereon fully insured in acceptable companies against loss by tornado and fire, payable in the event of loss to the owner, or owners of said indebtedness as their interest may appear.

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

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable trustee's fee and the expenses of executing this trust.

V. The owner, or owners of said indebtedness whether they be the original owner, or owners by assignment, may, whenever they deem fit appoint a trustee in the place of the one herein named, or any subsequent trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted trustee shall have all the powers of said original trustee.

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 25th day of January, 1976.

Terrell E. Daily
TERRELL E. DAILY
Sharon K. Daily
SHARON K. DAILY

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named TERRELL E. DAILY AND WIFE, SHARON K. DAILY who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

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

My commission expires:
My Commission Expires February 20, 1980

Virginia M. Wiley
NOTARY PUBLIC

STATE OF MISSISSIPPI COUNTY OF DESOTO
I certify that this instrument was filed for record at 4 o'clock P of April 1976, and that the same has been recorded in 245 records of REAL ESTATE Trust Deed
My Commission Expires February 20, 1980
3.34
29 April 1976

Assignment of this Instrument Recorded in Real Estate TID Book No. 204 Page 522 This the 4 day of Oct. 19 76

Assignment of this Instrument Recorded in Real Estate TID Book No. 199 Page 360 This the 4 day of May 19 76

H. D. Ferguson Clerk H. D. Ferguson Clerk H. D. Ferguson Clerk

DEED OF TRUST

Steve D. Baldwin (Individual) to BRIDGETOWN, INC., A Mississippi Corporation.

In consideration of \$10.00 cash in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, Mississippi, to-wit:

Lot 161 Section B, Bridgetown Subdivision, as shown on plat recorded in Plat Book 14, Pages 38-44, in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of BRIDGETOWN, INC., A Mississippi Corporation dated even herewith, in the amount of Four Thousand Five Hundred Dollars and No Cents (\$ 4,500.00), bearing interest at the rate of 10 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Monthly installments of \$ 69.47 each beginning the 1st day of June 1st, 1976, with a like installment due and payable on or before the First day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear ten (10) per cent interest from date made, and due on demand.

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

II. The Grantor or Grantors agree and bind themselves as follows: To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the notes secured hereby; to pay all expenses and costs in any way incident to this trust deed; to keep said property free from all tax liens of every kind; to keep the improvements thereon in reasonable repair and and not permit waste of said property; to keep the improvements thereon fully insured in acceptable companies against loss by tornado and fire, payable in the event of loss to the owner, or owners of said indebtedness as their interest may appear.

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

Assignment of this Instrument Recorded in Real Estate TID Book No. 241 Page 317 This the 19 day of April 19 79

H. D. Ferguson Clerk

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable trustee's fee and the expenses of executing this trust.

V. The owner, or owners of said indebtedness whether they be the original owner, or owners by assignment, may, whenever they deem fit appoint a trustee in the place of the one herein named, or any subsequent trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted trustee shall have all the powers of said original trustee.

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 7th day of April, 1976.

Steve D. Baldwin
Steve D. Baldwin

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Steve D. Baldwin (Individual) who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 7th day of April, 1976.

Virginia M. Wiley
NOTARY PUBLIC

My commission expires: February 20, 1980

STATE OF MISSISSIPPI, DESO COUNTY
I certify that an instrument was filed for record at 4 o'clock no minutes P 28 day of April, 1976, and that the same has been recorded 199 Page 247 records of REAL ESTATE Trust Deed

29

April
H. H. Ferguson

Assignment of this Instrument Recorded in Real Estate T 10 Book 199 Page 361
 Assignment of this Instrument Recorded in Real Estate T 10 Book 204 Page 527
 No. 204 Page 522 This the 4 day of Oct 1916
 This the 4 day of May 1916
H. D. Ferguson H. D. Ferguson H. D. Ferguson Clerk

DEED OF TRUST

WILLIAM G. BENSON AND WIFE, HENRIETTA M. BENSON to BRIDGETOWN, INC., A Mississippi Corporation.

In consideration of \$10.00 cash in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, Mississippi, to-wit:

Lot 275 Section B, Bridgetown Subdivision, as shown on plat recorded in Plat Book 14, Pages 38-44, in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of BRIDGETOWN, INC., A Mississippi Corporation dated even herewith, in the amount of Six Thousand Three Hundred Dollars and No Cents (\$ 6,300.00), bearing interest at the rate of 10 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Monthly installments of \$ 83.27 each beginning the 1st day of June, 1916, with a like installment due and payable on or before the 1st day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear ten (10) per cent interest from date made, and due on demand.

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

II. The Grantor or Grantors agree and bind themselves as follows: To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the notes secured hereby; to pay all expenses and costs in any way incident to this trust deed; to keep said property free from all tax liens of every kind; to keep the improvements thereon in reasonable repair and and not permit waste of said property; to keep the improvements thereon fully insured in acceptable companies against loss by tornado and fire, payable in the event of loss to the owner, or owners of said indebtedness as their interest may appear.

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

CANCELLED BY AUTHORITY RECORDED IN BOOK
 366 PAGE 503 DAY OF May 1916
 H. D. Ferguson
 CHANCERY CLERK
 D.S.

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable trustee's fee and the expenses of executing this trust.

V. The owner, or owners of said indebtedness whether they be the original owner, or owners by assignment, may, whenever they deem fit appoint a trustee in the place of the one herein named, or any subsequent trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted trustee shall have all the powers of said original trustee.

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 10th day of April, 1976.

William G. Benson
WILLIAM G. BENSON
Henrietta M. Benson
HENRIETTA M. BENSON

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named WILLIAM G. BENSON AND WIFE, HENRIETTA M. BENSON, who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 10th day of April, 1976.

My commission expires:
My Commission Expires February 20, 1980

Virginia M. Wiley
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESO COUNTY
I certify that this instrument was filed for record at 4 o'clock no minutes P 28 day of April, 1976, and that the same has been recorded in 199 page 249 records of REAL ESTATE TRUST DEED of said county.

Witness my hand and seal this 29 day of April, 1976.

Assignment of this instrument Recorded in
Real Estate TID Book
No. 219 Page 705
This the 5 day of July 19 83
H. G. Ferguson Chf

251
Assignment of this instrument Recorded in
Real Estate TID Book
No. 199 Page 378
This the 4 day of May 19 76
H. G. Ferguson Chf

CANCELLED BY AUTHORITY RECORDED IN BOOK
281 PAGE 63
THIS 28 DAY OF Oct. 19 86
H. G. Ferguson Chf

DEED OF TRUST

RALPH E. LUPARDUS AND WIFE, MONA R. LUPARDUS to BRIDGETOWN, INC., A Mississippi Corporation.

In consideration of \$10.00 cash in hand paid us convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, Mississippi, to-wit:

Lot 274 Section B, Bridgetown Subdivision, as shown on plat recorded in Plat Book 14, Pages 38-44, in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of BRIDGETOWN, INC., A Mississippi Corporation dated even herewith, in the amount of Five Thousand Four Hundred Dollars And No Cents Dollars (\$ 5,400.00), bearing interest at the rate of 10 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Monthly installments of \$ 71.37 each beginning the 1st day of June, 1976, with a like installment due and payable on or before the 1st day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear ten (10) per cent, interest from date made, and due on demand.

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

II. The Grantor or Grantors agree and bind themselves as follows: To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the notes secured hereby; to pay all expenses and costs in any way incident to this trust deed; to keep said property free from all tax liens of every kind; to keep the improvements thereon in reasonable repair and and not permit waste of said property; to keep the improvements thereon fully insured in acceptable companies against loss by tornado and fire, payable in the event of loss to the owner, or owners of said indebtedness as their interest may appear.

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

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable trustee's fee and the expenses of executing this trust.

V. The owner, or owners of said indebtedness whether they be the original owner, or owners by assignment, may, whenever they deem fit appoint a trustee in the place of the one herein named, or any subsequent trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted trustee shall have all the powers of said original trustee.

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 6th day of April, 1976.

Ralph E. Lopardus
RALPH E. LUPARDUS
Mona R. Lopardus
MONA R. LUPARDUS

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named RALPH E. LUPARDUS AND WIFE, MONA R. LUPARDUS who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 6th day of April, 1976.

Virginia M. Wiley
NOTARY PUBLIC

My Commission Expires February 28, 1978

STATE OF MISSISSIPPI COUNTY _____
Instrument was filed for record at _____ o'clock
of April, 1976, and that the same has
been recorded in the _____
251 records of REAL ESTATE Trust Deed

DEED OF TRUST

WILLIAM C. LUNDY AND WIFE, HAZEL V. LUNDY to BRIDGETOWN,
INC., A Mississippi Corporation.

In consideration of \$10.00 cash in hand paid we convey and warrant
to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County,
Mississippi, to-wit:

Lot 162 Section B, Bridgetown Subdivision, as shown
on plat recorded in Plat Book 14, Pages 38-44, in the
office of the Chancery Clerk of DeSoto County, Mississippi,
in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor
of BRIDGETOWN, INC., A Mississippi Corporation dated even herewith, in the
amount of Four Thousand Five Hundred Dollars and No Cents Dollars
(\$ 4,500.00), bearing interest at the rate of 10 per centum
per annum after date, providing for the payment of attorney's fees in case
of default and being due and payable as follows, to-wit:

Monthly installments of \$ 59.47 each beginning the First
day of June, 1976, with a like installment due
and payable on or before the First day of each succeeding month
thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by the
holder of said indebtedness to protect the property herein described
or the title thereto, including insurance, taxes, assessments, and any
other liens or charges. All such additional indebtedness or advances,
when not otherwise specified by contract to bear ten (10) per cent interest
from date made, and due on demand.

(C) Also to secure any renewal or extension of all or any part
of any of the above described indebtedness, and the performance and ful-
fillment of all the obligations, agreements and covenants of this trust
and contract.

II. The Grantor or Grantors agree and bind themselves as follows:
To promptly fulfill and comply with all of the terms and conditions expressed
and provided for in the notes secured hereby; to pay all expenses and
costs in any way incident to this trust deed; to keep said property free
from all tax liens of every kind; to keep the improvements thereon in
reasonable repair and and not permit waste of said property; to keep the
improvements thereon fully insured in acceptable companies against loss by
tornado and fire, payable in the event of loss to the owner, or owners of
said indebtedness as their interest may appear.

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

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable trustee's fee and the expenses of executing this trust.

V. The owner, or owners of said indebtedness whether they be the original owner, or owners by assignment, may, whenever they deem fit appoint a trustee in the place of the one herein named, or any subsequent trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted trustee shall have all the powers of said original trustee.

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 10th day of April, 1976.

William C. Lundy
WILLIAM C. LUNDY

Hazel V. Lundy
HAZEL V. LUNDY

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named WILLIAM C. LUNDY AND WIFE, HAZEL V. LUNDY who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 10th day of April, 1976.

Virginia M. Wiley
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that this instrument was filed for record at 4 o'clock no. minutes P on the 28 day of April, 1976, and that the same has been recorded in 253 volume of REAL ESTATE Trust Deed of said county.

This the 29 day of April, 1976.
Virginia M. Wiley
3.55
STATE OF MISSISSIPPI

Assignment of this instrument Recorded in Real Estate TID Book No. 199 Page 370 This the 4 day of May 1926
 Assignment of this instrument Recorded in Real Estate TID Book No. 204 Page 527 This the 4 day of Oct 1926
H. D. Ferguson Clerk

DEED OF TRUST

Walter R. Love & Hadie E. Love (Wife) to BRIDGETOWN, INC., A Mississippi Corporation.

In consideration of \$10.00 cash in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, Mississippi, to-wit:

Lot 260 Section B, Bridgetown Subdivision, as shown on plat recorded in Plat Book 14, Pages 38-44, in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of BRIDGETOWN, INC., A Mississippi Corporation dated even herewith, in the amount of Four Thousand Nine Hundred Dollars and No Cents Dollars (\$ 4,900.00), bearing interest at the rate of 10 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Monthly installments of \$ 64.76 each beginning the 1st day of May, 1926, with a like installment due and payable on or before the 1st day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear ten (10) per cent interest from date made, and due on demand.

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

II. The Grantor or Grantors agree and bind themselves as follows: To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the notes secured hereby; to pay all expenses and costs in any way incident to this trust deed; to keep said property free from all tax liens of every kind; to keep the improvements thereon in reasonable repair and and not permit waste of said property; to keep the improvements thereon fully insured in acceptable companies against loss by tornado and fire, payable in the event of loss to the owner, or owners of said indebtedness as their interest may appear.

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

CANCELLED BY AUTHORITY RECORDED IN BOOKS
335 PAGE 27
 THIS 4 DAY OF April 1926
H. D. Ferguson
 CHANCERY CLERK DS.

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable trustee's fee and the expenses of executing this trust.

V. The owner, or owners of said indebtedness whether they be the original owner, or owners by assignment, may, whenever they deem fit appoint a trustee in the place of the one herein named, or any subsequent trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted trustee shall have all the powers of said original trustee.

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 21st day of March, 1976.

Walter R. Love
Walter R. Love
Hadie E. Love
Hadie E. Love

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named WALTER R. LOVE AND WIFE, HADIE E. LOVE, who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 21st day of March, 1976.

Virginia M. Wiley
NOTARY PUBLIC

My Commission expires:
My Commission Expires February 20, 1984

STATE OF MISSISSIPPI COUNTY OF DESOTO
I certify that this instrument was filed for record at 4 o'clock no minutes P of April 1976, and that the same has been recorded in 28 199 255 records of REAL ESTATE Trust Deed office.
3.50
29
April
W. R. Love

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 204 Page 528
This the 4 day of Oct. 1976
H. D. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 204 Page 527
This the 4 day of Oct. 1976
H. D. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 199 Page 369
This the 4 day of May 1976
H. D. Ferguson Clerk

Paid, Satisfied and Cancelled.
This 28th day of March 1980

J. W. Amos
Trustee

ATTEST
W. E. Davis Chancery Clerk
Chancery, S.C.
to BRIDGETOWN, INC.

DEED OF TRUST

PAUL A. JOHNSON AND WIFE, CHARLENE R. JOHNSON
INC., A Mississippi Corporation.

In consideration of \$10.00 cash in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, Mississippi, to-wit:

Lot - 269 Section B, Bridgetown Subdivision, as shown on plat recorded in Plat Book 14, Pages 38-44, in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of BRIDGETOWN, INC., A Mississippi Corporation dated even herewith, in the amount of Four Thousand Five Hundred Dollars and No Cents Dollars (\$ 4,500.00), bearing interest at the rate of 10 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Monthly installments of \$ 59.47 each beginning the 1st day of May, 1976, with a like installment due and payable on or before the 1st day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear ten (10) per cent interest from date made, and due on demand.

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

II. The Grantor or Grantors agree and bind themselves as follows: To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the notes secured hereby; to pay all expenses and costs in any way incident to this trust deed; to keep said property free from all tax liens of every kind; to keep the improvements thereon in reasonable repair and and not permit waste of said property; to keep the improvements thereon fully insured in acceptable companies against loss by tornado and fire, payable in the event of loss to the owner, or owners of said indebtedness as their interest may appear.

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

Assignment of this instrument RECORDED IN BOOK
251 PAGE 343

THIS 1 DAY OF Nov. 1979

H. D. Ferguson
CHANCERY CLERK

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable trustee's fee and the expenses of executing this trust.

V. The owner, or owners of said indebtedness whether they be the original owner, or owners by assignment, may, whenever they deem fit appoint a trustee in the place of the one herein named, or any subsequent trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted trustee shall have all the powers of said original trustee.

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 19th day of March, 1976.

Paul A. Johnson

 PAUL A. JOHNSON

Charlene R. Johnson

 CHARLENE R. JOHNSON

STATE OF MISSISSIPPI
 COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named PAUL A. JOHNSON AND WIFE, CHARLENE R. JOHNSON, who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 19th day of March, 1976.

Virginia M. Wiley

 NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY
 This instrument was filed for record at 4 o'clock no minutes P 28 day of April, 1976, and that the same has been recorded on 199 page 257 records of REAL ESTATE Trust filed of said county.

Virginia M. Wiley

Assignment of this Instrument Recorded in
Real Estate TID Book
Real Estate TID Page 367
 No. 215 Page 473 This the 4 day of May 19 76
 This the 7 day of Sept 19 77 W. D. Ferguson Clerk

DEED OF TRUST

George Raymond Counce and/or Gladys Louise Counce (Wife) to BRIDGETOWN, INC., A Mississippi Corporation.

In consideration of \$10.00 cash in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, Mississippi, to-wit:

Lot 150 Section B, Bridgetown Subdivision, as shown on plat recorded in Plat Book 14, Pages 38-44, in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of BRIDGETOWN, INC., A Mississippi Corporation dated even herewith, in the amount of Four Thousand Five Hundred Dollars and No Cents Dollars (\$ 4,500.00), bearing interest at the rate of 10 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Monthly installments of \$ 59.47 each beginning the 1st day of May 1st, 197 6, with a like installment due and payable on or before the 1st day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear ten (10) per cent interest from date made, and due on demand.

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

II. The Grantor or Grantors agree and bind themselves as follows: To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the notes secured hereby; to pay all expenses and costs in any way incident to this trust deed; to keep said property free from all tax liens of every kind; to keep the improvements thereon in reasonable repair and and not permit waste of said property; to keep the improvements thereon fully insured in acceptable companies against loss by tornado and fire, payable in the event of loss to the owner, or owners of said indebtedness as their interest may appear.

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

Filed, Settled and Conceded.

This 23rd day of April 1976

James W. Amos
Trustee

ATTEST

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

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable trustee's fee and the expenses of executing this trust.

V. The owner, or owners of said indebtedness whether they be the original owner, or owners by assignment, may, whenever they deem fit appoint a trustee in the place of the one herein named, or any subsequent trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted trustee shall have all the powers of said original trustee.

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 18th day of March, 1976.

George Raymond Counce
George Raymond Counce
Gladys Louise Counce
Gladys Louise Counce

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named George Raymond Counce and/or Gladys Louise Counce (Wife) who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 18th day of March, 1976.

Virginia M. Wiley
NOTARY PUBLIC

My commission expires:
My Commission Expires February 20, 1980

STATE OF MISSISSIPPI COUNTY OF DESOTO
I certify that this instrument was filed for record at 4 o'clock no minutes P on the 28 day of April, 1976, and that the same has been recorded in 199 volume 259 records of REAL ESTATE Trust Deed of said county.

Witness my hand and seal of office this 29 day of April, 1976.
3.50

Assignment of this instrument Recorded
Paul Estabro T 12 Bo
No 199 Page 363
This the 4 day of May 1976
H. D. Ferguson

DEED OF TRUST

(Wife)
CHARLES T. JOHNSON AND/OR THELMA E. JOHNSON to BRIDGETOWN, INC., A Mississippi Corporation.

In consideration of \$10.00, in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, State of Mississippi, to-wit:

Lot 424, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of BRIDGETOWN, INC., A Mississippi Corporation, dated even herewith, in the amount of Six Thousand Three Hundred Dollars and No Cents Dollars (\$ 6,300.00), bearing interest at the rate of 10 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Monthly installments of \$ 83.27 each beginning the 1st day of May, 1976, with a like installment due and payable on or before the 1st day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear ten (10) per cent interest from date made, and due on demand.

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

II. The Grantor or Grantors agree and bind themselves as follows: To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the notes secured hereby; to pay all expenses and costs in any way incident to this trust deed; to keep said property free from all tax liens of every kind; to keep the improvements thereon in reasonable repair and and not permit waste of said property; to keep the improvements thereon fully insured in acceptable companies against loss by tornado and fire, payable in the event of loss to the owner, or owners of said indebtedness as their interest may appear.

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

CANCELLED BY AUTHORITY RECORDED IN BOOK

232 PAGE 223
THIS 31 DAY OF Jan 1978

H. D. Ferguson
CHANCERY CLERK

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable trustee's fee and the expenses of executing this trust.

V. The owner, or owners of said indebtedness whether they be the original owner, or owners by assignment, may, whenever they deem fit appoint a trustee in the place of the one herein named, or any subsequent trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted trustee shall have all the powers of said original trustee.

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 28th day of March, 1976.

Charles T. Johnson
CHARLES T. JOHNSON
Thelma F. Johnson
THELMA F. JOHNSON

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named CHARLES T. JOHNSON AND WIFE, THELMA F. JOHNSON, who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 28th day of March, 1976.

Virginia M. Wiley
NOTARY PUBLIC

My commission expires:
My Commission Expires February 20, 1977

STATE OF MISSISSIPPI TO COUNTY
This instrument was filed for record at 4 o'clock no minutes P on the 28 day of April, 1976, and that the case has been assigned to the 199 261 TECHNICAL DEPT of REAL ESTATE Court and filed on the 29 day of April, 1976.
3.50

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 208 Page 723
This the 25 day of July 19 76

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 199 Page 362
This the 7 day of May 19 76

B. D. Ferguson Clerk

B. D. Ferguson Clerk

DEED OF TRUST

Hattie C. Miles to BRIDGETOWN, INC., A
Mississippi Corporation.

In consideration of \$10.00, in hand paid we convey and warrant
to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County,
State of Mississippi, to-wit:

Lot 631, Section C, Bridgetown Subdivision,
as shown by the plat recorded in Plat Book 13, Page
42 in the office of the Chancery Clerk of DeSoto
County, Mississippi, in Section 23, Township 2,
Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in
favor of BRIDGETOWN, INC., A Mississippi Corporation, dated even herewith,
in the amount of Four Thousand Nine Hundred Dollars and No Cents Dollars
(\$ 4,900.00), bearing interest at the rate of 10 per centum
per annum after date, providing for the payment of attorney's fees in case
of default and being due and payable as follows, to-wit:

Monthly installments of \$ 64.76 each beginning the 1st day of
May, 1976, with a like installment due and payable on
or before the 1st day of each succeeding month thereafter until paid
in full.

(B) Also any amount paid out or contracted to be paid, by the holder
of said indebtedness to protect the property herein described or the title thereto,
including insurance, taxes, assessments, and any other liens or charges. All
such additional indebtedness or advances, when not otherwise specified by contract
to bear ten (10) per cent interest from date made, and due on demand.

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

II. The Grantor or Grantors agree and bind themselves as follows:
To promptly fulfill and comply with all of the terms and conditions expressed
and provided for in the notes secured hereby; to pay all expenses and costs
in any way incident to this trust deed; to keep said property free from all
tax liens of every kind; to keep the improvements thereon in reasonable repair
and and not permit waste of said property; to keep the improvements thereon
fully insured in acceptable companies against loss by tornado and fire, payable
in the event of loss to the owner, or owners of said indebtedness as their interest
may appear.

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

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable trustee's fee and the expenses of executing this trust.

V. The owner, or owners of said indebtedness whether they be the original owner, or owners by assignment, may, whenever they deem fit appoint a trustee in the place of the one herein named, or any subsequent trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted trustee shall have all the powers of said original trustee.

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 27th day of March, 1976.

Hattie C. Miles
Hattie C. Miles

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Hattie C. Miles, who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

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

Virginia M. Wiley
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY
I hereby certify that the above instrument was filed for record at 4 o'clock no minutes P on the 28 day of April, 1976, and that the same has been recorded in Volume 199 Page 263 of the REAL ESTATE Trust Deed.

3.50

Virginia M. Wiley
1976

261 PAGE 420
MIS 31 DAY OF March 10 86
H. B. Ferguson
CHANCERY CLERK by A.B.

Assignment of this instrument recorded in
Real Estate TID Book
No. 199 Page 364
This the 4 day of May 19 76

H. B. Ferguson

DEED OF TRUST

David T. Frazier & Margie M. Frazier (Wife) to BRIDGETOWN, INC., A Mississippi Corporation.

In consideration of \$10.00, in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, State of Mississippi, to-wit:

Lot 526, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of BRIDGETOWN, INC., A Mississippi Corporation, dated even herewith, in the amount of Six Thousand Seven Hundred Dollars and No Cents Dollars (\$ 6,700.00), bearing interest at the rate of 10 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Monthly installments of \$ 88.55 each beginning the 1st day of June, 1976, with a like installment due and payable on or before the 1st day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear ten (10) per cent interest from date made, and due on demand.

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

II. The Grantor or Grantors agree and bind themselves as follows: To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the notes secured hereby; to pay all expenses and costs in any way incident to this trust deed; to keep said property free from all tax liens of every kind; to keep the improvements thereon in reasonable repair and and not permit waste of said property; to keep the improvements thereon fully insured in acceptable companies against loss by tornado and fire, payable in the event of loss to the owner, or owners of said indebtedness as their interest may appear.

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

Assignment of this instrument recorded in
Real Estate TID Book
No. 289 Page 705
This the 5 day of July 19 83
H. B. Ferguson Clerk

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable trustee's fee and the expenses of executing this trust.

V. The owner, or owners of said indebtedness whether they be the original owner, or owners by assignment, may, whenever they deem fit appoint a trustee in the place of the one herein named, or any subsequent trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted trustee shall have all the powers of said original trustee.

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 21st day of March, 1976.

David T. Frazier
David T. Frazier

Margie M. Frazier
Margie M. Frazier

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named DAVID T. FRAZIER AND WIFE, MARGIE M. FRAZIER who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 21st day of March, 1976.

Virginia M. Wiley
NOTARY PUBLIC

My commission expires:
My Commission Expires February 20, 1980

STATE OF MISSISSIPPI COUNTY OF DESOTO
An instrument was filed for record at 4 o'clock no minutes P of 28 day of April, 1976, and that the same has been paid for 199 dollars 265 of which REAL ESTATE TRUST DEED

Abstract of this instrument recorded in
Real Estate TID
Vol. 199 Page 365
This the 4 day of May 1976
W. D. Ferguson Clerk

Paid, Satisfied and Cancelled.
This 8th day of January 1990

ATTEST
W. C. Davis Chancery Clerk
to BRIDGETOWN,
by D. Taylor, S.C.

DEED OF TRUST

Clyde E. Cox and Joan E. Cox (Wife)
INC., A Mississippi Corporation.

In consideration of \$10.00 cash in hand paid us convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, Mississippi, to-wit:

Lot 175 Section B, Bridgetown Subdivision, as shown on plat recorded in Plat Book 14, Pages 38-44, in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of BRIDGETOWN, INC., A Mississippi Corporation dated even herewith, in the amount of Four Thousand Five Hundred Dollars and No Cents Dollars (\$ 4,500.00), bearing interest at the rate of 10 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Monthly installments of \$ 59.47 each beginning the 1st day of June, 1976, with a like installment due and payable on or before the 1st day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear ten (10) per cent interest from date made, and due on demand.

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

II. The Grantor or Grantors agree and bind themselves as follows: To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the notes secured hereby; to pay all expenses and costs in any way incident to this trust deed; to keep said property free from all tax liens of every kind; to keep the improvements thereon in reasonable repair and and not permit waste of said property; to keep the improvements thereon fully insured in acceptable companies against loss by tornado and fire, payable in the event of loss to the owner, or owners of said indebtedness as their interest may appear.

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

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable trustee's fee and the expenses of executing this trust.

V. The owner, or owners of said indebtedness whether they be the original owner, or owners by assignment, may, whenever they deem fit appoint a trustee in the place of the one herein named, or any subsequent trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted trustee shall have all the powers of said original trustee.

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 14th day of March, 1976.

Clyde E. Cox
Clyde E. Cox

Joan E. Cox
Joan E. Cox

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Clyde E. Cox and Wife, Joan E. Cox who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 14th day of March, 1976.

Virginia M. Wiley
NOTARY PUBLIC

My commission expires:



STATE OF MISSISSIPPI DESOTO COUNTY
Instrument was filed for record at 4 o'clock
no 28 April 1976, and that the same has
been recorded in Book 267 of REAL ESTATE.

CANCELLED BY AUTHORITY RECORDED IN BOOK

225 PAGE 142

THIS 11 DAY OF May 1978

H. S. Ferguson
CHANCERY CLERK

Assignment of this Instrument Recorded in

Deed Book T 13

No. 199 Page 368

This the 7 day of May 1976

H. S. Ferguson Clerk

DEED OF TRUST

AMELIA M. CRAIG to BRIDGETOWN, INC., A Mississippi Corporation.

In consideration of \$10.00 cash in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, Mississippi, to-wit:

Lot 297 Section B, Bridgetown Subdivision, as shown on plat recorded in Plat Book 14, Pages 38-44, in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of BRIDGETOWN, INC., A Mississippi Corporation dated even herewith, in the amount of Four Thousand Dollars and No Cents (\$ 4,000.00), bearing interest at the rate of 10 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Monthly installments of \$ 52.87 each beginning the 1st day of May, 1976, with a like installment due and payable on or before the 1st day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear ten (10) per cent interest from date made, and due on demand.

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

II. The Grantor or Grantors agree and bind themselves as follows: To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the notes secured hereby; to pay all expenses and costs in any way incident to this trust deed; to keep said property free from all tax liens of every kind; to keep the improvements thereon in reasonable repair and not permit waste of said property; to keep the improvements thereon fully insured in acceptable companies against loss by tornado and fire, payable in the event of loss to the owner, or owners of said indebtedness as their interest may appear.

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

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable trustee's fee and the expenses of executing this trust.

V. The owner, or owners of said indebtedness whether they be the original owner, or owners by assignment, may, whenever they deem fit appoint a trustee in the place of the one herein named, or any subsequent trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted trustee shall have all the powers of said original trustee.

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

1976. WITNESS our signatures, this the 7th day of March

AMELIA M. CRAIG
x Amelia M. Craig

STATE OF MISSISSIPPI
 COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named AMELIA M. CRAIG who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

1976. GIVEN under my hand and seal of office, this the 7th day of March

My Commission expires:
 My Commission Expires February 25, 1980

Virginia M. Wiley
 NOTARY PUBLIC

STATE OF MISSISSIPPI COUNTY
 I certify that Instrument was filed for record at 4 o'clock
 on no April 1976, and that the same has
 been recorded in 28 269 records of REAL ESTATE Trust Deed
 199

3.50

29
April

CANCELLED BY AUTHORITY RECORDED IN BOOK

363 PAGE 642

THIS 29 DAY OF April 1986

H. O. Ferguson

CHANCERY CLERK DS.

Assignment of this instrument Recorded in

Real Estate TID Book

No. 199 Page 366

This the 4 day of May 1986

H. O. Ferguson Clerk

DEED OF TRUST

Lloyd R. Mathis and Marie L. Mathis (Wife) to BRIDGETOWN, INC., A Mississippi Corporation.

In consideration of \$10.00 cash in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, Mississippi, to-wit:

Lot 250 Section B, Bridgetown Subdivision, as shown on plat recorded in Plat Book 14, Pages 38-44, in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of BRIDGETOWN, INC., A Mississippi Corporation dated even herewith, in the amount of Five Thousand Eight Hundred Dollars and No Cents (\$ 5,800.00), bearing interest at the rate of 10 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Monthly installments of \$ 76.56 each beginning the 1st day of June, 1975, with a like installment due and payable on or before the 1st day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear ten (10) per cent interest from date made, and due on demand.

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

II. The Grantor or Grantors agree and bind themselves as follows: To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the notes secured hereby; to pay all expenses and costs in any way incident to this trust deed; to keep said property free from all tax liens of every kind; to keep the improvements thereon in reasonable repair and and not permit waste of said property; to keep the improvements thereon fully insured in acceptable companies against loss by tornado and fire, payable in the event of loss to the owner, or owners of said indebtedness as their interest may appear.

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

Assignment of this instrument Recorded in
Real Estate TID Book
No. 299 Page 705
This the 5 day of July 1983
H. O. Ferguson Clerk

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein, or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable trustee's fee and the expenses of executing this trust.

V. The owner, or owners of said indebtedness whether they be the original owner, or owners by assignment, may, whenever they deem fit appoint a trustee in the place of the one herein named, or any subsequent trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted trustee shall have all the powers of said original trustee.

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 11th day of April, 1976.

Lloyd R. Mathis
Lloyd R. Mathis

Marie L. Mathis
Marie L. Mathis

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Lloyd R. Mathis and Wife, Marie L. Mathis, who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 11th day of April, 1976.

My commission expires:
My Commission Expires February 20, 1980

Virginia M. Wiley
NOTARY PUBLIC

STATE OF MISSISSIPPI COUNTY
I certify that the instrument was filed for record at 4 o'clock
no minutes P. of April 1976, and that the same has
been recorded in 199 of 271 records of REAL ESTATE Trust Deed
of said county on the 29 day of April 1976.

CANCELLED BY AUTHORITY, RECORDED IN BOOK
1108 PAGE 531
THIS 6th DAY OF May, 1999
W. E. Davis
CHANCERY CLERK
By: B. Starkey Jr

CANCELLED BY AUTHORITY, RECORDED IN BOOK
1098 PAGE 578
THIS 5 DAY OF April 1999
W. E. Davis by Doe
CHANCERY CLERK

Branch Memphis No. Mos 180

Jan 30 1976

Re-Record

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

Whereas, Thomas H. 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 April, 1976, and a like installment on the 5 day of each and every month thereafter until the entire principal sum, together with interest from maturity at the rate of six per cent per annum has been paid in full;

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

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

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 tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all buildings, structures and other improvements now on said land or that hereafter may be erected or placed thereon, and all fixtures attached thereto and all rents, income, issues and profits accruing and to accrue therefrom.

The Grantor hereby covenants with the Trustee that the Grantor is lawfully seized of the fee simple title to the above described property and has full power and authority to grant, bargain, sell and convey the same to the Trustee; that said property is free and discharged from all liens, encumbrances and claims of every kind, including taxes and assessments; that said Grantor will make such further assurances to perfect the fee simple title to said property in the Trustee as may be reasonably required.

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

- First: In addition to the aforesaid indebtedness, any and all extensions or renewals of the same or any part thereof, and any and all further or future advances, loans and extensions of credit by the Beneficiary herein, or the holder or holders of the indebtedness above described, to the Grantor are intended to be secured and are secured by this instrument.
- Second: The Grantor shall: pay the indebtedness recited in and evidenced by said note and any extensions or renewals thereof, and all other indebtedness or liability however created or evidenced; pay all taxes, assessments, levies, liens and encumbrances of every kind and nature on said property and upon this deed of trust and note and the moneys secured hereby promptly when due and before delinquency thereof; pay all costs and expenses incurred or paid by the Beneficiary in collecting the indebtedness hereby secured or in enforcing or protecting the rights and security of the Beneficiary hereunder, including reasonable attorney's fee if placed in the hands of an attorney, whether collected by foreclosure or otherwise; keep all buildings and structures now or hereafter erected upon the said premises constantly insured in an amount not less than the principal amount of the note aforesaid against all loss or damage by fire, windstorm or tornado and water damage, as may be required by the Beneficiary, and in a company or companies acceptable to said Beneficiary. All said policies and renewals thereof shall contain standard mortgage clauses with or without full contribution as the Beneficiary shall require, and in such form as shall be satisfactory to the Beneficiary by which any loss or damage under said policies shall be payable to the Beneficiary as its interest may appear.
- Third: The Grantor further covenants to keep said property and the buildings now located thereon or hereafter to be erected thereon in good repair and to permit, commit or suffer no waste, impairment or deterioration thereof, and to comply strictly with all laws and governmental regulations affecting said property or its operation.
- Fourth: It is distinctly understood and agreed that a default for thirty days in the payment of any sums of money to be paid hereunder by the Grantor or in the performance of any of the agreements contained herein on the Grantor's part to be performed shall cause the entire indebtedness to fall due and payable at the option of said Beneficiary, and shall fully empower the said Beneficiary to have the Trustee, or any successor in said trust herein, to execute his trust, and said Beneficiary shall not be required to declare such acceleration in writing or give notice of it.
- Fifth: All moneys expended by the Beneficiary for the making of any and all needed repairs and improvements, payment of taxes, assessments, liens, judgments and insurance premiums, and all necessary expenses incurred by said Beneficiary in connection therewith, including any expense incurred in defending the title of the Grantor to this real estate, where necessary for the protection of the said Beneficiary's interests, or in defending this trust deed as a valid first lien on the real estate described or intended to be described herein, where necessary, or in seeking to have the trust deed reformed by judicial proceedings, where necessary because of mistake in this act, or in causing this trust to be executed, shall constitute a part of the debt secured by this trust deed and shall become immediately due and payable to the said Beneficiary and shall bear interest thereafter at the rate of six per cent per annum. The Grantor agrees to pay all necessary and usual charges incident to the consummation of this loan, and likewise the usual and necessary costs incident to the cancellation upon the record or records of this trust deed after the loan has been repaid in full.
- Sixth: In case the Grantor shall abandon the property conveyed hereby or become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put him in involuntary bankruptcy, or should any proceedings be taken against the Grantor, looking to the appointment of a receiver, assignee or Trustee, then, and in either or any such case, all rents becoming due and payable to the Beneficiary herein, to be applied on the indebtedness secured hereby, and whole indebtedness hereby secured, may, at the option of the Beneficiary, be declared due and payable.

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 sufficient part 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

RETURN TO:
JIM WALTER HOMES, INC.
P. O. BOX 22601
TAMPA, FLORIDA 33622

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:

RETURN TO:
JIM WALTER HOMES, INC.
P. O. BOX 22601
TAMPA, FLORIDA 33622

SEAL

ACKNOWLEDGMENT

STATE OF TENNESSEE

COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Jerry Franklin, one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn deposed and said 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

Hulan S. Perkins
NOTARY PUBLIC

MY COMMISSION EXPIRES AUGUST 29, 1978

STATE OF MISSISSIPPI COUNTY

I hereby certify that this instrument was filed for record at 10 o'clock
no. 29 of April 1976 and that it has
been duly recorded in the public records of this State.

no. 29 of April 1976

273

29

April

4.00

FOR REAL ESTATE, CHATTEL OR BOTH

Dan Williams, et ux

To DEED OF TRUST

Tommy L. Woods, et ux

THIS INDENTURE, Made this 25th day of April 1976 between Dan Williams and wife Mary Williams

and Tommy L. Woods and wife Jan D. Woods of the first part, 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 Nine Thousand, Eight Hundred and No/100

Dollars (\$9,800.00), with interest to accrue at the rate of nine per cent (9%) per annum from date and being due and repayable in sixty (60) equal amortized monthly installments of Two hundred Three and 44/100 Dollars (\$203.44) each, the first installment due on or before the 1st day of May, 1976 and one installment due on the same day of each month thereafter until paid in full.

And the parties of the second part have furnished the security of the first part during the year 1976 and the parties of the first part have agreed to secure the prompt payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the parties of the first part paid by Dudley B. Bridgforth, Jr., Trustee, the parties of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, to-wit: the agricultural products of every kind that shall be produced on the tract and all the crops of every kind to be grown by the parties of the second part on the tract during the year 1976 as the land that is now being used for the purpose of raising cotton, corn, soybeans, and other crops, and all the farming implements of every kind and

9.44 acres situated in Seciton 36, Township 2 South, Range 5 West, Marshall County, Mississippi; being more particularly described as commence at the northeast corner of Section 36, Township 2 South Range 5 West, Marshall County, Mississippi; thence southwardly along the east line of said Section 36 a distance of 2211 feet to a point; thence North 80 degrees 02 minutes west along the south line of U.S. Highway 78 a distance of 686 feet to an iron axle; thence south 13 degrees 25 minutes west 460 feet to an iron pin at the point of beginning; thence south 83 degrees 15 minutes east 447 feet to an iron pin; thence south 18 degrees 0 minutes east 806 feet to a point; thence northwardly along the north line of Old Highway 78 a distance of 900 feet to an iron pin at L. E. Malone southeast corner; thence north 13 degrees 45 minutes east 563 feet to the point of beginning and containing 9.44 acres.

Parties of the first part reserve the right to prepay all or any part of said indebtedness on or before due date without penalty. Failure to make any payments when due, shall operate the cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of this instrument.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the parties of the first part promptly pay the above stated indebtedness on or before the day of May 1976, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the parties of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the parties of the second part, assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness signatures the date written above. Dan Williams, Mary Williams

STATE OF MISSISSIPPI, DeSOTO COUNTY. Personally appeared before me The undersigned authority of said County, the within named Dan Williams and wife Mary Williams

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

Given under my hand and official seal, this 25th day of April 1976. Debbie C. Rensington Clerk, Delaney 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 no minutes A. M. 29 day of April 1976, and that the same has been recorded in Book 199 page 275, Records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this 29 day of April 1976. H. H. Ferguson

Fee \$ 2.50

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 CAMBRIDGE SAVINGS BANK, that certain Deed of Trust executed by Harvey G. Shirley and wife, Sylvia A. Shirley, to Delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated January 30th, 19 76, securing a note in the sum of \$ 45,000.00, recorded in Book 196, Page 101, 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 \$ 45,000.00, plus interest at the rate of 9 % per annum, the first monthly installment being due the 1st day of March, 19 76.

IN WITNESS WHEREOF the undersigned has executed this assignment through its Senior Vice President and Assistant Secretary, and has caused its corporate seal to be thereunto affixed on this the 14th day of April, 19 76.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Sidney M. Katz
Senior Vice President

ATTEST
S. J. Weissmann
S. J. Weissmann
Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

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

GIVEN UNDER MY HAND and seal of office, this the 14th day of April, 19 76.

My Commission Expires Sept. 13, 1977

Judith Cochran
NOTARY PUBLIC

2/71/226

STATE OF TENNESSEE
COUNTY OF SHELBY
no. A 29
199
This instrument was filed for record on 10 o'clock
of the 29th day of April, 1976, and the same has
been recorded in Book 276 of the Real Estate Records.

CANCELLED BY AUTHORITY RECORDED IN BOOK
240 PAGE 205
THIS 28 DAY OF March 19 79
H. V. Ferguson
CHANCERY CLERK

This Indenture, made by and between Sandra F. Sonney

party of the first part; Robert G. Gilder party of the second part, as Trustee; and
Albert L. Smith et ux., Donna L. Smith

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 2124, Section "J", SOUTHAVEN WEST Subdivision, in Section 23, Township 1, Range 8 West, as shown by the plat recorded in Plat Book 4, Pages 2 and 3, in the Office of the Chancery Clerk of said County.

This conveyance is made in trust, however, to secure the payment of \$ 5,000.00, evidenced by the following promissory notes of even date herewith:

an installment note for \$5,000.00 together with interest thereon in the amount of 8 1/4% per annum after date on the unpaid balance and payable in installments as follows:
Sixty One and 33/100 Dollars to be due and payable on or before June 15, 1976, and a like installment to be due and payable on the same date of each of the succeeding One Hundred and Nineteen months, making the final payment to be due and payable on or before May 15, 1986.

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails to do, the holder or holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgagee's subrogation clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due on account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby; and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Witness the signature of the party of the first part, on this the 23rd day of April, 19 76.

Sandra F. Sonney
SANDRA F. SONNEY

STATE OF MISSISSIPPI
COUNTY OF DE SOTO }

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named

SANDRA F. SONNEY

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

Given under my hand and seal this the 23rd day of April, 1976

My Commission expires: Nov 7, 1977
My Commission expires: _____



*posting from
8:05 AM
3:00 PM*

TITLE INSURANCE
protection against

WITNESS my
day of

Page

duly recorded in

at 10 o'clock AM

day of

was filed for record

for the County and

certify that the

I, H. G.

STATE OF MISSISSIPPI

County of DE SOTO

Albert L. Smith

FOR

Robert G.

Sandra F. S.

TRUST

MEMBERS

MID-SOUTH TITLE

Company

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock AM minutes A M. 29 day of April 1976, and that the same has been recorded in Book 199 Page 277 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 29 day of April 1976.

Fees \$ 3.00 pd.

SEAL H. P. Ferguson CLERK

APPOINTMENT OF SUBSTITUTE TRUSTEE

WHEREAS, on the 29th day of March, 1974, Jerry S. Kelly executed a deed of trust to J. E. Tate, and wife, Alura G. Tate, to secure a promissory note in the original principal amount of \$88,506.00, same being payable as set out in the Deed of Trust aforesaid, which is of record in the Chancery Clerk's office of DeSoto County, Mississippi, in Book 173, page 230.

WHEREAS, J. E. Tate and wife, Alura G. Tate desire to remove the said George S. McIngvale, Trustee under said Deed of Trust and replace him by appointing a Substitute Trustee.

NOW, THEREOFRE, J. E. Tate and wife, Alura G. Tate pursuant to and in compliance with authority contained in the Deed of Trust aforesaid, does hereby remove the said George S. McIngvale as Trustee and appoints ROSS L. FRANKS as Substitute Trustee under said Deed of Trust who is vested with all the rights, powers, and privileges of the original Trustee named in said Deed of Trust.

WITNESS the signatures this the 30th day of April, 1976.

J. E. Tate

J. E. Tate
Alura G. Tate

Alura G. Tate

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for said county and state, the within named J. E. Tate and wife, Alura G. Tate, who acknowledged that they signed and delivered the above and foregoing instrument on the day and date therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this 30th day of April, 1976.

Barbara A. Crosslaw

Notary Public

My commission expires:

3-7-80

STATE OF MISSISSIPPI, DESOTO COUNTY

This instrument was filed for record at 3 o'clock PM on the 30 day of April, 1976, and that the same has been recorded in Book 199 page 279 of the REAL ESTATE Trust Deed records of said county.

3

H. P. Sugar

1976

2.50

Lot 24, Ridge View ad

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. }

KNOW ALL MEN BY THESE PRESENTS: That Barry Bridgforth Realty, Inc.
of Hernando, Mississippi, the beneficiary, does hereby certify that a certain trust deed
bearing date the 2nd day of September 19 75, made and executed by Hugh W. Thomas
of Hernando, Mississippi to William F. Hagan,
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. 190 on page 170
of the Record of Trust Deeds, on the 5th day of September A. D. 19 75, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 27th day of April, 1976.

By Barry Bridgforth
Barry Bridgforth, President
BARRY BRIDGFORTH REALTY, INC.

STATE OF MISSISSIPPI, }
DeSoto County. }

Personally came and appeared before me, the undersigned authority Notary Public
in and for County and State aforesaid Barry Bridgforth who acknowledged that he signed and
as President for and on behalf of and by authority of Barry Bridgforth Realty,
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned. Inc.

Given under my hand and seal of office this 27th day of April A. D. 19 76

My Commission expires:

Deborah B. Ansbro
Notary Public



LA 9882-042-0000 07/84

30 A 30 199 April 280 10 o'clock
2.50 3 May 1976

4057

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 18 day of April 1972, made and executed by Clarence C. White and
Carolyn M. White of 5000 Gardenwood, Memphis, TN 38116 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 94
of the Record of Trust Deeds, on the 18 day of April, A. D. 1972, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 29th day of April, 1976.

THE HERNANDO BANK

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

STATE OF MISSISSIPPI, } ss.
DeSoto County.

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

Given under my hand and seal of office this 29th day of April, A. D. 1976

My Commission Expires Jan. 7, 1978

[Signature]

LAWRENCE-GREENWOOD 87844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the with n instrument was filed for record at 10 o'clock
30 minutes A M. 30 day of April 1976, and that the same has
been recorded in Book 199 Page 281 of REAL ESTATE TRUST DEED

If the above is true, I will cause the same to be cancelled on the 3 day of May 1976.

2.50

[Signature]

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 7/28/75 executed by Albertine-McCrory Realty Co. to C. B. Henley as Trustee(s) Bailey Mortgage Company as Beneficiary, which Deed of Trust is recorded in Book 188, Page 301, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned Bailey Mortgage Company as Beneficiary, named in said Deed of Trust, have bargained and sold and by these presents do bargain, sell, convey, remise, release and quitclaim unto the said Albertine-McCrory Realty Co. the following described property located in DeSoto County, Mississippi, to-wit:

Lot 634, Section D, Twin Lakes Subdivision in Section 6, Township 2 South, Range 8 West, according to a map or plat thereof recorded in Plat Book 10, Pages 32 and 33, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

To have and to hold the aforescribed real property unto the said Albertine-McCrory Realty Co. 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 19 day of April, 1976

William Cook

William Cook, Vice President
STATE OF MISSISSIPPI
COUNTY OF JACKSON

Paul J. Salvo
Bailey Mortgage Company
Paul J. Salvo, Comptroller

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Paul J. Salvo, & William Cook who acknowledged that as Comptroller and Vice President respectively, for and on behalf of and by authority of Bailey Mortgage Company he signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office this the 19 day of April, 1976

My commission expires:

My Commission Expires Oct. 31, 1978

Lucille Brown
Notary Public

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79

April 282

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10 o'clock

May

2.50

CANCELLED BY AUTHORITY, RECORDED IN BOOK
2389 PAGE 240
THIS 9 DAY OF Jan 2006
W.E. Davis
By J. Jono, Jr. CHANCERY CLERK

Assignment of this Instrument Recorded in
Real Estate T.I.D. Book
No. 200 Page 66
This the 18 day of May 19 26
H. J. Ferguson Clerk

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

DEED OF TRUST

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

THIS DEED OF TRUST, made and entered into this day of April 26, 19 76 by and between Robert E. Appling

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, Mississippi, hereinafter called the Beneficiary;

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

Lot 1763, 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.

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-Six Thousand Nine Hundred Fifty and No/100 Dollars (\$ 26,950.00) 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 P. O. Box 1389 Jackson, Mississippi

or at such other place as the holder may designate, in writing, in monthly installments of Two Hundred Twelve and 10/100 Dollars (\$ 212.10), 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 (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

Assignment of this Instrument Recorded in
Real Estate T.I.D. Book
No. 208 Page 419
This the 17 day of Feb. 19 75
H. J. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate T.I.D. Book
No. 208 Page 188
This the 17 day of Feb. 19 75
H. J. Ferguson Clerk

CANCELLED BY AUTHORITY, RECORDED IN BOOK
2412 PAGE 722
THIS 16 DAY OF Feb 2006
W.E. Davis
By James Knight Jr

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

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

- (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
- (II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (III) interest on the note secured hereby; and
- (IV) amortization of the principal of said note.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Robert E. Appling
 ROBERT E. APPLING

STATE OF MISSISSIPPI, }
 COUNTY OF DeSoto }

Personally appeared before me Rose B. Loftis, the undersigned a notary public in and for the said County, the within named Robert E. Appling, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 26th day of April, 1976

My Commission Expires
 April 28, 1978

Rose B. Loftis
 Notary Public

STATE OF MISSISSIPPI, }
 COUNTY OF DeSoto }

I, N. A. Ferguson, Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at 10:30 o'clock A.M., on the 30 day of April, 1976, and was recorded in Vol. 3, Record of Deeds, pages 5.00, on the 3 day of May, 1976.

STATE OF MISSISSIPPI, DE SOTO COUNTY
 I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 30 day of April, 1976, and that the same has been recorded in Book 199 Page 283 records of REAL ESTATE Trust Deed of said County.

5.00 3 May 1976
H. A. Ferguson

Mississippi

ASSIGNMENT OF
DEED OF TRUST

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

UNION PLANTERS NATIONAL BANK OF MEMPHIS,

that certain Deed of Trust executed by

EDWARD T. OAKS & BRENDA I. OAKS,

to John Land McDavid, Trustee, for the benefit of Bailey
Mortgage Company, dated March 29, 1976, securing a note in
the sum of \$ 36,400.00 recorded in Book 199, Page 167,
of the office of the Chancery Clerk of DeSoto
County, Mississippi, together with the indebtedness secured thereby.

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

BAILEY MORTGAGE COMPANY

William Cook
William Cook, Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS.....

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

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

Margaret Jacqueline Moore
NOTARY PUBLIC

My Commission Expires Feb. 22, 1978

BMC-14

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April
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1976

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

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between
James E. Gonyaw and wife, Betty J. Gonyaw

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
SEVEN THOUSAND FIFTEEN AND 10/100 DOLLARS

(\$ 7,515.60) evidenced by one promissory note of even date herewith in favor of
as set forth in said promissory note
the beneficiary, bearing interest ~~at the rate of~~ ~~percentum per annum after~~

, providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

In sixty (60) monthly installments of principal and interest in the amount of One
Hundred Twenty Five and 26/100 (\$125.26) each with the first of said monthly
installments being due and payable on or before the first day of June, 1976,
and one of said monthly installments being due and payable on or before the same
day of each consecutive month thereafter until all of said indebtedness shall be
paid in full

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

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

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

Lot 5, of Coleman Subdivision, found in Plat Book 7, Page 17, in the
Chancery Clerk's Office of DeSoto County, Mississippi, to which record-
ed plat reference is hereby made for a more particular description.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section XXX89-1-55 of the Mississippi Code of 1952 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 28th day of April 1976

James E. Gonyaw
James E. Gonyaw
Betty J. Gonyaw
Betty J. Gonyaw

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named James E. Gonyaw and Betty J. Gonyaw 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 28th day of April 1976.
My Commission Expires: *June 2, 1977*
Mary Ellen Robinson
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A.M. 30 April 1976 and that the same has
been recorded in book 199 287
5.00
Mary Ellen Robinson

CORRECTION

STATE OF MISSISSIPPI
FHA FORM NO. 2333M
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 1st day of March, 1976, by and between

RICKEY M. CURRY and wife, DEBBIE H. CURRY

hereinafter called the Grantor,
DELTA TITLE COMPANY, hereinafter called the Trustee, and

NATIONAL MORTGAGE COMPANY

a corporation organized and existing under the laws of State of Tennessee, having its principal office and post-office address at 4041 Knight Arnold Road, Memphis, Tennessee, 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 80, Section "A", DeSoto Village Subdivision, in Section 34, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 7, Pages 9 through 14, in the office of the Chancery Clerk of DeSoto County, Mississippi, being more particularly described as follows: Beginning at a point on the centerline of Embassy Circle, said point being 273.54 feet S 00 degrees 11' - 30" W of the Intersection of Embassy Circle and Embassy Lane; thence run N 89 degrees - 48' - 30" W a distance of 25.0 feet to a point on the west R.O.W. of Embassy Circle; thence run N 87 degrees - 13' - 30" W a distance of 100.0 feet to an iron pin; thence run N 22 degrees - 01' W a distance of 44.96 feet to an iron pin; thence run N 73 degrees - 44' - 50" W a distance of 41.73 feet to an iron pin being the point of beginning; thence run S 21 degrees - 28' - 49" W a distance of 138.36 feet to a point on the North R.O.W. of Eastbrook Drive; thence run Westwardly along the said North R.O.W. of Eastbrook Drive 89.26 feet to a point; thence run 31.55 feet along the radius return for the Intersection of Eastbrook Drive and Pinehurst Road to a point on the East R.O.W. of Pinehurst Road; thence run Northwardly along the said East R.O.W. of Pinehurst Road a distance of 94.77 feet to a point; thence run S 75 degrees - 41' - 50" E a distance of 103.3 feet to the point of beginning.

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 Sixteen Thousand Four Hundred Fifty and No/100----- Dollars (\$ 16,450.00), with interest from date at the rate of Seven ----- per centum (----- 7 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of National Mortgage Company, 4041 Knight Arnold Road, Memphis, Tennessee

in or at such other place as the holder may designate, in writing, in monthly installments of One Hundred Nine and 56/100----- Dollars (\$ 109.56-----), commencing on the first day of May, 1972, 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 2002. By way of explanation, the grantors would state that an error was discovered in their W/D and same was corrected and it is their purpose to correct D/T dated April 14, 1972, and to acknowledge and reaffirm the same through this corrected D/T.

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

1. That he will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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

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

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

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

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

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

- (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
- (II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (III) interest on the note secured hereby; and
- (IV) amortization of the principal of said note.

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

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

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

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

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

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

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

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

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

in his deed, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any Court box 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.

Rickey M. Curry
RICKEY M. CURRY

Debbie H. Curry
DEBBIE H. CURRY

STATE OF MISSISSIPPI, }
COUNTY OF DESOTO }

Personally appeared before me Rose B. Loftis, the undersigned a Notary Public in and for the said County, the within named Rickey M. Curry and Debbie H. Curry, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 1st day of March, 1976

(SEAL)

Rose B. Loftis
NOTARY PUBLIC

My Commission Expires April 28, 1978

STATE OF MISSISSIPPI, }
COUNTY OF DeSoto }

I, H. G. Ferguson, Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for record in the office of the Clerk of the Court of the Chancery of said County on the 30th day of April, 1976, and that the same has been recorded in the records of REAL ESTATE Trust Deed of said County, Mississippi, at this the 3rd day of May, 1976.

STATE OF MISSISSIPPI }
COUNTY OF DESOTO }
in 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 County, Mississippi, at this the 3rd day of May, 1976.
H. G. Ferguson CLERK

Fee \$ 5.00

McChesney Taylor, Whitcomb Pd. 5.00

xxxx acreage 35-1-9 Odum

STATE OF MISSISSIPPI
COUNTY OF DESOTO

ORDER TO CANCEL DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS: That Security Bank of Southaven, the beneficiary, does hereby certify that a certain trust deed bearing date of the 3rd day of July, 19 75, made and executed by Andrew Odum, Jr. and Rosie Lee Odum, to Dwight K. Luter, Trustee for the benefit of the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, Mississippi, in Book 187, Page 565, of the Records of Trust Deeds, on the 10th day of July, 19 75, is now fully paid and satisfied; and I/We, as beneficiary, do hereby authorize the Clerk of the Chancery Court of said County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law. THIS the 22 day of April, 1976.

ATTEST:

SECURITY BANK OF SOUTHAVEN

Walter L. Walters

By:

[Signature]

PRESIDENT

STATE OF
COUNTY OF

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named E. L. McKensie and Walter L. Walters, who acknowledged that as President and Vice President, respectively, for and on behalf of and by authority of Security Bank of Southaven, they signed and delivered the above and foregoing instrument on the day and year therein mentioned for the purposes therein expressed.



GIVEN UNDER MY HAND and seal of office, this the 22nd day of April, 19 76.

My Commission expires:

January 30, 1980

[Signature]
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 30 day of April, 1976, and that the same has been recorded in Book 199 Page 293 records of REAL ESTATE Trust Deed

Fee \$ 2.50

3

[Signature]

1976

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That PEOPLES BANK & TRUST
of Olive Branch, Mississippi, the beneficiary, does hereby certify that a certain trust deed
bearing date the 16th day of July, 19 74, made and executed by DAVID L. GREER
and wife, CLAUDIA P. GREER, 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. 177 on page 446
of the Record of Trust Deeds, on the 17th 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 & TRUST

By: William W. Ken President
(Name) (Title)

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority, a Notary Public
(Name) William W. Ken, the (Title) President
in and for County and State aforesaid, of PEOPLES BANK & TRUST,
Olive Branch, Mississippi, who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed
of said bank, he being authorized so to do.

Given under my hand and seal of office this 22nd day of April, A. D. 19 76



Lawrence B. Jones
NOTARY PUBLIC

My Commission Expires: May 18, 1976

LAWRENCE-GREENWOOD 47244

20 P 28 199 April 294 2 o'clock
3 May 1976
2.50

FOR REAL ESTATE, CHATTEL OR BOTH

G. D. HUTCHERSON, AND
JIMMY WADDELL, GRANTORS

THIS INDENTURE, Made this 29th day of April 1976
between G. D. Hutcherson and Jimmy Waddell

To DEED OF TRUST
THE HERNANDO BANK

and The Hernando Bank of the first part,
of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part Y of the second part in the sum of Thirty Thousand Dollars (\$30,000.00) evidenced by one promissory note of even date herewith, and being interest as provided in said note and being due and payable in 5 equal annual installments of principal of \$6,000.00 annually, together with interest thereon, the unpaid principal balance, with the first annual installment being due and payable on or before April 29, 1977, 1978, 1979, 1980 and 1981. 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 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 agreement, products of every kind that may be produced or otherwise be derived from or otherwise during the year 19 on the land that may be cultivated, or come to be cultivated, as described in this deed and all other improvements of every kind that

The land in DeSoto County, Mississippi described as follows, to-wit:

18.23 acres, more or less, situate in the Southeast Quarter of Section 35, Township 1 South, Range 8 West, DeSoto County, Mississippi and being more particularly described as COMMENCING at a point recognized as the southeast corner of Section 35, Township 1 South, Range 8 West, DeSoto County, Mississippi; thence north 647.1 feet along the east line of said section to an iron pin being the southeast corner and the point of beginning of the described tract; thence north 89° 26' 45" west 1245.08 feet to an iron pin; thence north 04° 26' 46" east 406.47 feet to an iron pin; thence south 89° 06' 29" east 70.33 feet to an iron pin; thence north 00° 27' 27" east 54.25 feet to an iron pin; thence north 04° 10' 02" east 207.51 feet to an iron pin; thence south 89° 23' 01" east 1126.89 feet to an iron pin in the east line of said section; thence south 00° 04' 23" east 665.29 feet along the east line of said section to the point of beginning, and containing 18.23 acres, more or less. All bearings being referenced to true north as determined by solar observations, in accordance with the survey of Walter R. Powell, RLS, dated April 7, 1976.

A failure to pay said 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 said note.

The Grantors reserve the right to pay any part of or all 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 29th day of April 1981, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein provided, the part Y of the second part its assign or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signature S the date written above.
Witness Jimmy Waddell

STATE OF MISSISSIPPI, DESOTO COUNTY
Personally appeared before me the undersigned authority
G. D. Hutcherson and Jimmy Waddell of said County, the within named

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

Given under my hand and official seal, this 29th day of April 1976
My commission expires: 3-24-79 (SEAL) Sarah Stephens Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
Before me one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposed and said that he saw the above named

no P 29 April 1976 296 4 a'clock
REAL ESTATE

Paid, Scrifted and Cancelled
This entry of
W. G. Simpson
Clerk

Assignment of this Instrument Recorded in Real Estate TID Book No. 204 Page 522 This the 4 day of Oct. 1976
 Assignment of this Instrument Recorded in Real Estate TID Book No. 204 Page 527 This the 4 day of Oct. 1976
 Assignment of this Instrument Recorded in Real Estate TID Book No. 199 Page 406 This the 5 day of May 1976

DEED OF TRUST

David Frost and/or Sarah B. Frost to BRIDGETOWN, INC., A Mississippi Corporation.

In consideration of \$10.00 cash in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, Mississippi, to-wit:

Lot 272 Section B, Bridgetown Subdivision, as shown on plat recorded in Plat Book 14, Pages 38-44, in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of BRIDGETOWN, INC., A Mississippi Corporation dated even herewith, in the amount of Six Thousand Three Hundred Dollars and No Cents Dollars (\$ 6,300.00), bearing interest at the rate of 10 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Monthly installments of \$ 83.27 each beginning the 1st day of June, 1976, with a like installment due and payable on or before the 1st day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear ten (10) per cent interest from date made, and due on demand.

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

II. The Grantor or Grantors agree and bind themselves as follows: To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the notes secured hereby; to pay all expenses and costs in any way incident to this trust deed; to keep said property free from all tax liens of every kind; to keep the improvements thereon in reasonable repair and and not permit waste of said property; to keep the improvements thereon fully insured in acceptable companies against loss by tornado and fire, payable in the event of loss to the owner, or owners of said indebtedness as their interest may appear.

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

CANCELLED BY AUTHORITY RECORDED IN BOOK
 338 PAGE 37
 THIS 10 DAY OF May 19 85
 H. D. Ferguson
 CHANCERY CLERK DS.

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable trustee's fee and the expenses of executing this trust.

V. The owner, or owners of said indebtedness whether they be the original owner, or owners by assignment, may, whenever they deem fit appoint a trustee in the place of the one herein named, or any subsequent trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted trustee shall have all the powers of said original trustee.

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 11th day of April, 1976.

David Frost
David Frost
Sarah B. Frost
Sarah B. Frost

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named David Frost and Wife, Sarah B. Frost who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 11th day of April, 1976.

Virginia M. Wiley
NOTARY PUBLIC

My commission expires:

My Commission Expires February 20, 1980

STATE OF MISSISSIPPI COUNTY OF DESOTO
Instrument was filed for record at 10 o'clock AM on April 1976, and that the same has been recorded at 297 of REAL ESTATE TRUST DEED

3 1976
2.50

Assignment of this Instrument Recorded in Real Estate TID Book No. 204 Page 522 This the 4 day of Oct 1976

Assignment of this Instrument Recorded in Real Estate TID Book No. 204 Page 527 This the 4 day of Oct 1976

Assignment of this Instrument Recorded in Real Estate TID Book No. 199 Page 405 This the 5 day of May 1976

H. B. Ferguson Clerk

H. B. Ferguson Clerk

H. B. Ferguson Clerk

DEED OF TRUST

Raymond V. Sterling & Luella Sterling (Wife) to BRIDGETOWN, INC., A Mississippi Corporation.

In consideration of \$10.00 cash in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, Mississippi, to-wit:

Lot 264 Section B, Bridgetown Subdivision, as shown on plat recorded in Plat Book 14, Pages 38-44, in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of BRIDGETOWN, INC., A Mississippi Corporation dated even herewith, in the amount of Four Thousand Dollars and No Cents Dollars (\$ 4,000.00), bearing interest at the rate of 10 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Monthly installments of \$ 52.87 each beginning the 1st day of May, 1976, with a like installment due and payable on or before the 1st day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear ten (10) per cent interest from date made, and due on demand.

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

II. The Grantor or Grantors agree and bind themselves as follows: To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the notes secured hereby; to pay all expenses and costs in any way incident to this trust deed; to keep said property free from all tax liens of every kind; to keep the improvements thereon in reasonable repair and and not permit waste of said property; to keep the improvements thereon fully insured in acceptable companies against loss by tornado and fire, payable in the event of loss to the owner, or owners of said indebtedness as their interest may appear.

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

CANCELLED BY AUTHORITY RECORDED IN BOOK
PAGE 192
THIS 28 DAY OF Feb. 19 86
H. B. Ferguson Clerk

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable trustee's fee and the expenses of executing this trust.

V. The owner, or owners of said indebtedness whether they be the original owner, or owners by assignment, may, whenever they deem fit appoint a trustee in the place of the one herein named, or any subsequent trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted trustee shall have all the powers of said original trustee.

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 20th day of March, 1976.

Raymond V. Sterling

 Raymond V. Sterling

Luella Sterling

 Luella Sterling

STATE OF MISSISSIPPI
 COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named RAYMOND V. STERLING AND WIFE, LUELLEA STERLING who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

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



My commission expires: _____
 My Commission Expires February 20, 1980

Virginia M. Wiley

 NOTARY PUBLIC

STATE OF MISSISSIPPI COUNTY OF DESOTO
 Instrument was filed for record at 10 o'clock April 1976, and that the same has been recorded in Book 299 Page 3 of the REAL ESTATE DEEDS.

3
 May 1976

2.50

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assigns, sets over, and transfers unto First National Bank of Hernando all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Warner L. Taber and wife, Patricia Renee Taber dated May 21, 1975, recorded in Book 186 at Page 98 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$8,500.00.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a second lien upon the property therein described, subject only to taxes for the current and future years and first Deed of Trust recorded in Book 128, Page 637.

This the 28th day of April, 1976.

W. H. HOPPER AND ASSOCIATES, INC.

By W. H. Hopper
W. H. Hopper, President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named W. H. Hopper, President of W. H. Hopper and Associates, Inc., who acknowledged that he signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 27th day of April, 1976.

Donald J. Ray
NOTARY PUBLIC

My commission expires:

My Commission Expires Nov. 24, 1977.



STATE OF MISSISSIPPI, DE SOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 30 minutes P. M. 30 day of April, 1976, and that the same has been recorded in Book 199 Deed 301 of REAL ESTATE Trust Deed

2.50

3 May 1976.

H. P. Sigman

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 Orlando E. Reyna and Lorene M. Reyna, his wife, to JIM WALTER HOMES, INC., which deed of trust is recorded in Book Number 141 at Page 211 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 13th day of April, 1976.

JIM WALTER HOMES, INC.

By: J.H. Kelly, Ass't Vice



ATTEST:

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 Asst. 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 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 13th day of April, 1976.

Notary Public, State of Florida at Large

My commission expires: Notary Public State of Florida at Large My Commission Expires Mar. 4, 1981.

Handwritten notes at the bottom of the page including dates like 'April 30', 'April 3', 'May 1976', and numbers like '302', '2.50', and '8 o'clock'.

Paid, Satisfied and Cancelled
This 25th day of June 1976
L.M. Beard
J. J. ...

303

Attest
H. W. Ferguson
Chancery Clerk
J. J. ...

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

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between
JAMES L. MURPHY, INC., a Corporation, acting through its duly and legally
authorized officer, JAMES L. MURPHY, President, and Individually,
of the first part, hereinafter designated as the Grantor,

WILLIAM W. BALLARD, Trustee, of the second part, hereinafter designated as Trustee, and
H. A. BALTON SIGN CO., a Tennessee Corporation, Memphis, Tennessee,
of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
THIRTEEN THOUSAND FIVE HUNDRED AND NO/100-----DOLLARS
(\$ 13,500.00) evidenced by one promissory note of even date herewith in favor of
as set forth in said promissory note
the beneficiary, bearing interest ~~XX~~
, providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit: in twelve (12) weekly principal installments, the
1st thereof being in the amount of THREE THOUSAND AND NO/100 DOLLARS
(\$3,000.00), the 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 10th and 11th
thereof being in the amount of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00)
each, and the 12th and final thereof being in the amount of FIVE HUNDRED
AND NO/100 DOLLARS (\$500.00), with the 1st of said weekly principal in-
stallments being due and payable on or before Tuesday, the 4th day of May,
1976, and one of said weekly principal installments being due and payable
on or before each consecutive Tuesday thereafter until all of said princi-
pal indebtedness shall be paid in full, with interest payable with the
said 12th and final weekly principal installment.

This Deed of Trust is second and subordinate to that instrument of record
in Real Estate Trust Deed Book 172, at page 395, of the land records of
DeSoto County, Mississippi.

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

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

State of Mississippi, and more particularly described as follows, to-wit:
Part of Section 13, Township 3, Range 8 and being Town Lots 329, 330, 331,
332, part of the north half of Lot 418, and the closed street between Lot
329 and the north half of Lot 418 as shown on the plat of the Town of
Hernando, Mississippi, said property being more particularly described as
follows:

BEGINNING at the point of intersection of the south line of East South Street
and the east line of Church Street; thence East along the south line of East
South Street a distance of 488.33 feet to a point in the west line of School
Street; thence South 1° 06' 11" East along the west line of School Street
a distance of 133.63 feet to a point; thence North 88° 51' 05" West a dis-
tance of 262.86 feet to a point; thence South 3° 39' 05" West a distance of
112.62 feet to a point in the north line of East Park Street; thence South
89° 51' 25" West along the north line of East Park Street a distance of

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216.99 feet to a point in the east line of Church Street; thence North
0° 56' 02" West along the east line of Church Street a distance of
241.30 feet to the point of beginning.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 2303 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

89-1-
55

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

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

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

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

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

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

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

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

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

JAMES L. MURPHY, INC.

BY *James L. Murphy*
 JAMES L. MURPHY, President, and
 Individually,
James L. 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, Individually,

who ~~knowingly~~ 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 29th day of April, 1976.

My Commission Expires May 8, 1978

Elaine Hill
 Notary Public

STATE OF MISSISSIPPI
COUNTY OF DESOTO

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

JAMES L. MURPHY, President,

of the above named JAMES L. MURPHY, INC., he

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

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

June McLenore Spivey
Notary Public

My Commission Expires May 5, 1978



TRUST

Trustee

30 . 1976

A M.

Clerk

Chancery
Court

of Trust was filed for

at 8 o'clock A M., on

April . 19 76

day of

on page

in my office.

of office, this

is

Clerk

D. C.

BROTHERS

Ballard

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 30 minutes A M. 30 day of April 1976, and that the same has been recorded in Book 199 Page 303 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 3 day of May 1976.

Fees \$ 5.00 and

SEAL *H. P. Sigurner* CLERK

H. B. Fuqua Clerk

VA Form 28-4222 (Home Loan)
Revised January 1974. Use Op-
tional Section 1815, Title 38,
U.S.C. Acceptable to Federal
National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

This DEED OF TRUST, made and entered into this 29th day of April, 1976,
by and between LEE V. MORTON III AND WIFE, MARIANNE C. MORTON

, hereinafter called the Grantor;
JOHN LAND McDAVID, hereinafter called the Trustee, and

BAILEY MORTGAGE COMPANY, a corporation organized
and existing under the laws of Mississippi, having its principal office and
post-office address at 161 E. Amite Street, Jackson, Mississippi 39205, hereinafter called the
Beneficiary:

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

Lot 2, Jaybird Subdivision Revised, in Section 4,
Township 4, Range 7 West, as per plat thereof
recorded in Plat book 11, page 27 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
above.

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

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

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Thirty-five thousand and no/100----- Dollars (\$ 35,000.00), with interest from date at the rate of Eight & one-half per centum (8 1/2 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Bailey Mortgage Company, 161 E. Amite Street in Jackson, Mississippi 39205 , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two hundred sixty-nine & 15/100 Dollars (\$ 269.15), 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 Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Lee V. Morton III
Lee V. Morton III
Marianne C. Morton
Marianne C. Morton

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

Personally appeared before me a notary public, the undersigned authority in and for said County, the within named Lee V. Morton and Marianne C. Morton, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 29th day of April, 1976.

Barbara J. Crenshaw
Notary Public

My commission expires: 3-8-83

STATE OF MISSISSIPPI, COUNTY OF DESOTO
I certify that the instrument was filed for record at 9 o'clock of April 1976, and that the same has been recorded in Book 307 records of REAL ESTATE Trust Deed
Witness my hand and seal this 3 day of May 1976
Fees \$ 5.00
CLERK H. P. Sigerson

DeSoto Title Co.

DEED OF TRUST

Charles E. Freeman (A Single Individual) to BRIDGETOWN, INC., A Mississippi Corporation.

In consideration of \$10.00 cash in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, Mississippi, to-wit:

Lot 312 Section B, Bridgetown Subdivision, as shown on plat recorded in Plat Book 14, Pages 38-44, in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of BRIDGETOWN, INC., A Mississippi Corporation dated even herewith, in the amount of Five Thousand Four Hundred Dollars and No Cents Dollars (\$ 5,400.00), bearing interest at the rate of 10 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Monthly installments of \$ 71.37 each beginning the 1st day of June, 1976, with a like installment due and payable on or before the 1st day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear ten (10) per cent interest from date made, and due on demand.

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

II. The Grantor or Grantors agree and bind themselves as follows: To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the notes secured hereby; to pay all expenses and costs in any way incident to this trust deed; to keep said property free from all tax liens of every kind; to keep the improvements thereon in reasonable repair and and not permit waste of said property; to keep the improvements thereon fully insured in acceptable companies against loss by tornado and fire, payable in the event of loss to the owner, or owners of said indebtedness as their interest may appear.

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

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable trustee's fee and the expenses of executing this trust.

V. The owner, or owners of said indebtedness whether they be the original owner, or owners by assignment, may, whenever they deem fit appoint a trustee in the place of the one herein named, or any subsequent trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted trustee shall have all the powers of said original trustee.

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 31st day of January, 1976.

Charles E. Freeman
CHARLES E. FREEMAN

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named CHARLES E. FREEMAN (A Single Individual), who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 30th day of April, 1976.



Virginia M. Wiley
NOTARY PUBLIC

My commission expires: February 20, 1980

STATE OF MISSISSIPPI COUNTY OF DESOTO
Instrument was filed for record at 10 o'clock AM on April 31 1976 and that the same has been recorded in Book 311 Page 3 of REAL ESTATE Trust Deed

2.50

3 May

232 PAGE 781
THIS 27 DAY OF Oct 1978

H. D. Ferguson
CHANCERY CLERK

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

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

DON R. CATRON and wife, SHERRY ANN CATRON,
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 FIFTY-EIGHT AND 20/100 - - - - - DOLLARS
(\$ 3,058.20) 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:

Thirty-Six (36) equal monthly payments of \$84.95 each beginning on
the 8th day of June, 1976, with a like payment due and payable on
the 8th day of each and every successive month thereafter until paid
in full, the 36th and final payment being due and payable on the 8th
day of May, 1979.

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

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

County of DeSoto,

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

Lot 2923, Section "N", in Southaven West Subdivision, in Section 26,
Township 1 South, Range 8 West, DeSoto County, Mississippi, as shown
by the plat recorded in Plat Book 5, Pages 8 and 9 in the Office of
the Chancery Clerk of said county.

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

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

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

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

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

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

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

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

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

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

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

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

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

Don R. Catron
Don R. Catron

Sherry Ann Catron
Sherry Ann Catron

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 DON R. CATRON and wife, SHERRY ANN CATRON, 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 April, 1976.

My Commission Expires: Jan. 24, 1979

Betty St. McIntosh
Notary Public
1976

(SEAL)

STATE OF MISSISSIPPI, DESOTO COUNTY
This instrument was filed for record at 9 o'clock
30 A 30 April 1976
313

Page 5.00 p4

H. G. Ferguson
3 May 1976

Lot 84, Sec. A, Buena Vista

STATE OF MISSISSIPPI
COUNTY OF DESOTO

ORDER TO CANCEL DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS: That First National Bank, Southaven, the beneficiary, does hereby certify that a certain trust deed bearing date of the 18th day of December, 1975, made and executed by William A. Remus and wife, Beulah Remus, to William H. Austin, 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 672, of the Records of Trust Deeds, on the 5th day of January, 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.

WITNESS the signature of the authorized officer(s) this the 19th day of April, 1976.
ATTEST: FIRST NATIONAL BANK, SOUTHAVEN

By: Richard Taylor

STATE OF Mississippi
COUNTY OF DeSoto

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named First National Bank, Hernando and Richard Taylor, who acknowledged that as Vice-President and officer, respectively, for and on behalf of and by authority of First National Bank, Hernando, 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 19th day of April, 1976.

My Commission expires: My Commission Expires Nov. 24, 1979.

Danna J. Ray
Notary Public



STATE OF MISSISSIPPI
I certify that this instrument was filed for record at 9 o'clock 30 minutes 17 day of April 1976, and that the same has been recorded in Book 199 Page 316 records of REAL ESTATE Trust Deed
Filed the 3 day of May 1976.
West 2.50
SEAL H. H. Segerson

Prepared By: Seth McLaughran
Return to: City of Memphis Credit Union, Mr. Luther Nall, Manager,
2608 Avery, Memphis, TN 38112

Deed of Trust

This Indenture Made this the 29th day of April, 19 76 by and
between GERALD K. ELLIS and wife, LOUISE ELLIS, parties
of the first part, SETH McGAUGHRAN of the second part,
as Trustee, and CITY OF MEMPHIS CREDIT UNION, party
of the third part:

WITNESSETH, That the party of the first part, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar, paid by the party of the second part, the receipt whereof is hereby acknowledged, does by these presents, CONVEY AND WARRANT unto the said party of the second part, and his successors in trust, the following described real estate situated in the county of DeSoto and STATE OF MISSISSIPPI, to-wit:

Lot 508, Section B, Southaven Subdivision, in Section 23, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 2, Pages 14, 15 and 16, in the Office of the Chancery Clerk of DeSoto County, Mississippi. Being the same property conveyed to parties of the first part by Warranty Deed recorded in Book 105, Page 343, in the records of Warranty Deeds 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 his successors and assigns forever.

IN TRUST, however, to secure the payment of a debt evidenced by a certain promissory note executed concurrently with this deed of trust in the principal sum of FOUR THOUSAND AND NO/100 (\$4,000.00) DOLLARS, bearing interest at 1% per month, payable in 144 semi-monthly payments of \$52.75 each, beginning April 30, 1976; note contains acceleration clause, attorney fee provision, and other provisions.

The property herein conveyed is encumbered by a lien of a deed of trust of record in Trust Deed Book 71, Page 421, in the Office of the Chancery Clerk of DeSoto County, Mississippi and it is a condition of this instrument that in the event of any default in any of the terms and conditions of said prior deed of trust, or in the event of any default in any of the terms and conditions of any other deed of trust, the lien of which may be or become prior and paramount to the lien of this instrument, then in every such event, the owner of the indebtedness secured by this instrument may, at his option, declare the indebtedness secured by this instrument due for all purposes, and foreclosure may be had hereunder as in the case of any other default hereunder, or if he chooses, he may pay any such sum or sums as shall be necessary in order that the terms and conditions of any deed of trust, the lien of which is then prior and paramount to the lien of this instrument, may be complied with, which sum or sums when so paid shall be secured by **

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 ----- dollars

** the lien of this instrument and shall bear interest from the date of such payment or payments at the rate of six per centum per annum.

~~and note representing a principal indebtedness of \$----- with annual interest thereon of ----- per cent and all bearing ----- per cent per annum after date payable ----- annually.~~

The party of the first part hereby COVENANTS and AGREES with the parties of the second and third part as follows:

TAXES—To pay all taxes, assessments and charges of every character which are now due or which may hereafter become liens on said real estate, also all taxes assessed in Mississippi against said second or third parties, or their assigns on the note, this deed of trust, or debt secured hereby, and to deliver to the third party receipts showing payment thereof, and, if not paid, the third party may pay such taxes, liens or assessments, and this deed of trust shall stand as security for the amount so paid, with interest, and the sum or sums so paid shall be immediately due and payable, and may be recovered from the party of the first part, with interest at the rate of eight per cent per annum. If such payment by the party of the first part cannot be legally made, the party of the third part or assigns may, at its option and without notice, declare the whole of the debt hereby secured due and payable.

INSURANCE—To keep the buildings on said premises insured in some responsible company, approved by the party of the third part, for the insurable value thereof, with the regulation mortgagee's subrogation clause attached, making said insurance payable, in case of loss, to the party of the third part, as his interest may appear, and deliver the policy and renewal receipts therefor to said third party. In case of failure to keep said buildings so insured, the holder of this deed of trust may effect such insurance, and the amount so paid shall be collectible from the party of the first part, with interest at eight per cent per annum, and this deed of trust shall stand as security therefor.

EXCESS CHARGES—That the said party of the third part shall not be liable for the payment of any charges or interest provided for in this deed of trust that may be found could not lawfully be made under the laws of the State of Mississippi, it being fully agreed and understood that it is the intention of the party of the third part that this deed of trust shall in all re-

CANCELLED BY AUTHORITY RECORDED IN 8338
277 PAGE 34
THIS 24 DAY OF Sept. 1981
H.A. Ferguson
CHANCERY CLERK

should any payments be made by the party of the first part that are found to be necessary in the laws of advertisement shall be entitled to the return of all sums so paid, and this deed of trust shall not be affected thereby.

CONVENTIONS OF SALES: Should the said first party shall pay the notes secured hereby and the interest thereon when due and well and truly have performed all of the foregoing covenants and agreements, then this instrument shall be void, and shall be released at the option 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 fulfillment 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.

Gerald K. Ellis (SEAL)
Gerald K. Ellis (SEAL)
Louise Ellis (SEAL)
Louise Ellis (SEAL)

STATE OF TENNESSEE }
COUNTY OF SHELBY } ss. Acknowledgment.

Personally appeared before me, the undersigned Notary Public
in and for the State and County aforesaid, the within-named GERALD K. ELLIS and LOUISE ELLIS
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 29th day of April, 1976
[Signature]
Notary Public.
My Commission Expires June 31, 1979

STATE OF TENNESSEE COUNTY
30 A 30
1976 199
317
3
1976
H. H. Sugarman
3.50
10 o'clock
April 1976
REAL ESTATE Trust Deed

H. J. Ferguson
CHANCERY CLERK

LICENSED LENDER
FINANCEAMERICA CORPORATION

LAND DEED OF TRUST

RETURN TO:
RECORD DATA OF MISS.
SUITE 922-100 N. MAIN
MEMPHIS, TN 38103

1711 State Line Road Southaven, Mississippi 38671

NO. AND STREET MONTHLY INSTALLMENT DUE DATE
NO. R40810-4 06
MORTGAGES-BORROWERS

INTEREST (MONTHLY)	SERVICE CHARGE	COMBINED ORIG. & SERV. CHG.	OFFICIAL FEE	TOTAL OF PRIN. CONTR. OF LOAN
\$1884.74		\$1884.74	3.50	\$5760.00
NOTE IS PAYABLE IN MONTHLY PAYMENTS, THE FIRST ONE				PRINCIPAL AMT. OF LOAN
AS 120.00 AND 47 AS 120.00				\$3875.26
EACH EXCEPT FINAL PAYMENT SHALL BE UNPAID BALANCE				FINAL PAYMENT DUE
RATE				5/6/80
				RECESSION DATE
				5/5/76

GRANTORS
Robert T. Knichel
1665 Chesterfield Cove
Southaven, Mississippi
SPOUSE
Barbara J.

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 322, Section D, Carriage Hills Subdivision, in Section 23, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 5, Pages 4 and 5, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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 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, 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.

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 hereon, 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 heretofore set their hands and seals this 30th day of April 1976 Signed in the presence of:

Linda W. Shivers X Robert D. Knichel (SEAL)
Jo Joy X Barbara J. Knichel (SEAL)
..... X (SEAL)

STATE OF MISSISSIPPI,
Desoto County.

Personally appeared before me, the undersigned Notary Public
in and for said County, the within named Robert D. Knichel and
Barbara J. Knichel

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 30th day of April 1976

Rebecca J. Ben-Carly



STAT OF MISSISSIPPI CHANCERY COURT
Instrument was filed for record at 4 o'clock
30 minutes P M. on 30 day of April 1976
Page 319 records of REAL ESTATE Trust Deed
this the 3 day of May 1976.
H. H. Sugarman

RELEASE OF DEED OF TRUST

To the Clerk of the CHANCERY COURT of DeSoto County, Mississippi:

You are hereby authorized and directed to mark cancelled and satisfied of record the following described Deed(s) of Trust executed by Virgil Eugene Grace and wife, Jo L. Grace for the benefit of North Mississippi Savings & Loan Association which is (are) recorded in the Records of Deeds of Trust in your office.

One dated the 29th day of June, 19 65, and recorded in Book 83 at Page 457

The West 105 feet of the East 315 feet of the North 210 feet of the P. G. Powell 60 acre tract in the Northwest Quarter of Section Twenty-two (22), Township Two (2) South, Range Six (6) West.

The indebtedness secured by said Deed(s) of Trust was (were) never assigned by the undersigned to anyone and has been fully paid.

This the 29th day of April, 19 76

NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION

By [Signature] Asst. Secy

STATE OF MISSISSIPPI DeSoto COUNTY

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named William N. Davis being known to me to be the Asst. Secretary of North Mississippi Savings & Loan Association who acknowledged that he signed and delivered the foregoing Release on the day and year therein mentioned, for and on behalf of said Association, and being authorized so to do.



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

[Signature] Notary Public

MISSISSIPPI EXPIRES FEB. 28, 1977

CLERK OF MISSISSIPPI, DeSOTO COUNTY This deed was filed for record at 10 o'clock 30 minutes A.M. 30 day of April 1976, and that the same has been recorded in Book 199 Page 321 REAL ESTATE TRUST DEED

2.50

[Signature] 1976

322

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 18 day of March 1970, made and executed by Bankston M. Johnson
and Jeanette Johnson of Rt. 2, Box 130, Hernando, MS 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. 116 on page 256
of the Record of Trust Deeds, on the 24 day of March, A. D. 1970, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 28th day of April, 1976.

THE HERNANDO BANK

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

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Elois M. Barbee, Notary Public
in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed
of said The Hernando Bank, after first being duly authorized and empowered to so do.
Given under my hand and seal of office this 28th day of April, A. D. 1976



Elois M. Barbee

LAWRENCE-GARDNER 878-44

30 A 33
199

322 April

10 v. Buck
REAL ESTATE

2.50

3

May
[Signature]

1976

Paid, Satisfied and Cancelled
This 16 day of July 19 86

Attest
Lee Love
H.M. Ferguson Aug 21 85
Clerk

FOR REAL ESTATE, CHATTEL OR BOTH

Effie Olan Looney Nonnen

To { DEED OF TRUST
Mrs. Lee Love

THIS INDENTURE, Made this 6th day of April 1976
Between Effie Olan Looney Nonnen, Party

and Mrs. Lee Love, Party of the first part,
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 Six thousand and 00/100 Dollars

(\$6,000.00), repayable with interest at the rate of 7 1/2% per annum, repayable in 156 monthly instalments of \$60.33 each, commencing on May 1, 1976, with the final instalment, if not sooner paid, being due and payable on April 1, 1989.

and any further amount that the party of the second part may furnish the party of the first part... having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part Y of the first part paid by David A. Gustafson Trustee, the party Y of the first part has on this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, ...

Part of the northeast quarter of Section 25, Township 2, Range 8 West, DeSoto County, Mississippi, and being more particularly described by metes and bounds as follows:

Commencing at the northeast corner of Section 25, Township 2, Range 8 West; thence southwardly as measured along the east line of said section, a distance of 996.00 feet to a point in the north line of the R. F. Looney tract; thence south 84 degrees 39 minutes west as measured along the north line of said tract, a distance of 1560.00 feet to the northwest corner of the said Looney tract, said point being in the northeast line of Old Highway 51; thence south 28 degrees 02 minutes east as measured along said line, a distance of 298.00 feet to the point of beginning, said point of beginning being the south corner of a 1.5-acre lot described by Warranty Deed in Book 52, Page 130; thence north 27 degrees 12 minutes east as measured along the southeast line of said lot, a distance of 283.70 feet to a point; thence north 84 degrees 39 minutes east, a distance of 192.33 feet to a point; thence south 47 degrees 23 minutes east, a distance of 466.83 feet to a point in the northeast line of Old Highway 51; thence north 28 degrees 02 minutes west as measured along said line, a distance of 119.40 feet to the point of beginning, containing 1.0 acre.

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 1st day of April 1989 then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part Y of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the part Y of the second part, her assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness my signature the date written above. Effie Olan Looney Nonnen
Effie Olan Looney Nonnen

STATE OF MISSISSIPPI, DESOTO COUNTY.
Personally appeared before me, a notary public of said County, the within named Effie Olan Looney Nonnen

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 6th day of April 1976
My Commission expires 9-2-79 (SEAL) Harry K. Walker
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, to-wit:

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock 25 minutes P. M. 29 day of April 1976, and that the same has been recorded in Book 199 Page 323 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 4 day of May 1976
H. M. Ferguson CLERK
Fees 2.50

324

Mississippi Bankers Association
Form No. 1
(Revised Jan. 1965)
L.A.N.D.

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

PHILLIP MORTON,
and wife, ANN T. MORTON,
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
TWELVE THOUSAND AND NO/100 - - - - - DOLLARS
(\$ 12,000.00) 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 from date, being ^{A.M.} ~~July~~ ^{June} 29, 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:

(See next page.)

1.48 Acres, more or less, in the Town of Hernando, in the Northeast Quarter of Section 18, Township 3 South, Range 7 West, DeSoto County, Mississippi, described as:

Signed for Identification:

Phillip Morton

BEGINNING at the intersection of West right-of-way of U. S. Interstate Highway 55 and South right-of-way of Riley Street, said point being 2,270.62 feet West of the Northeast Corner of the said Section 18 and 20 feet South of the North line of said section; thence Southeasterly along said highway right-of-way 170.0 feet to a point; thence at an interior angle of 90° Southwesterly 188.23 feet to a point in East line of a proposed street; thence Northwesterly along said street line and parallel to right-of-way of said highway 229.53 feet to a point in South right-of-way of said Riley Street; thence Westerly along said right-of-way 62.93 feet to a point; thence Southeasterly along West line of said proposed street 114.88 feet to a point; thence Southwesterly at an interior angle of 90° a distance of 188.23 feet to a point in the East line of the DeSoto County School lot; thence Northwesterly along East line of said lot 174.4 feet to the Northeast Corner; thence Easterly along South right-of-way of said Riley Street 457.78 feet to the Point of Beginning.

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

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

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

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

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

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

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

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

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

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 31st day of March, 1976.

Phillip Morton
Phillip Morton

Ann T. Morton
Ann T. Morton

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named

PHILLIP MORTON, & Ann T. Morton ~~severally~~ acknowledged that they
his wife,

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,

My Commission Expires: *Jan. 24, 1979*

(SEAL)

1976
Notary Public

Betty H. Mc...

STATE OF MISSISSIPPI, COUNTY OF DeSOTO

This instrument was filed for record at 4 o'clock
P.M. on the 30th day of April, 1976.

35

P.

30
1976

324

April

pd. 5.50

4

H. G. Ferguson

CANCELLED BY AUTHORITY RECORDER IN BOOK
204 PAGE 120
THIS 21 DAY OF Sept 19 76
H. B. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1966)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

JOE G. EDDY and wife, MARY ANN EDDY, 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
THIRTY-EIGHT THOUSAND and NO/100 ----- DOLLARS

(\$ 38,000.00) evidenced by promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of Ten per centum per annum after
date , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

On or before March 23, 1977.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid
indebtedness, as well as any extension of the same, or any part thereof, and any other or further
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto,
State of Mississippi, and more particularly described as follows, to-wit:

Lot 45, in Section B, of Pleasant Hill Estate East
Subdivision, as shown on plat appearing of record
in Plat Book 12, Pages 26-31, in the Chancery Court
Clerk's Office of DeSoto County, Mississippi, to which
recorded plat reference is made for a more particular
description. Said lot being situated in Section 7,
Township 2, Range 6 West.

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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 838 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 28th day of April, 1976.

Joe G. Eddy
Joe G. Eddy

Mary Ann Eddy
Mary Ann Eddy

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 Joe G. Eddy and Mary Ann Eddy, 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 28th day of April, 1976.
My Commission Expires: 1-8-80 *Deborah B. Ansbach*
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
no A. 3 day of May 1976, and that same has
199 327 4 May 1976.
H. P. [Signature]

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

JIMMY DALE GRAY and wife, ROBBIE GRAY, 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
TWO THOUSAND SEVEN HUNDRED EIGHTY and 40/100 ----- DOLLARS
(\$ 2,780.40) 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 \$2,780.40, which includes principal and interest,
due and payable in sixty (60) equal monthly installments of
\$46.34 each, beginning June 5, 1976, and due the 5th 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 Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto,

State of Mississippi, and more particularly described as follows, to-wit:

Lot 155, Section A, DeSoto Village Subdivision, in Section 34,
Township 1 South, Range 8 West, as shown on plat of record in
Plat Book 7, Pages 9 thru 14, in the Chancery Clerk's Office
of DeSoto County, Mississippi, to which plat reference is
herein made for a more particular description.

Being known as 922 Camelot.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 388 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 21st day of April, 1976.

Jimmy Dale Gray
Jimmy Dale Gray
Robbie Gray
 Robbie Gray

STATE OF MISSISSIPPI,
 COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Jimmy Dale Gray and Robbie 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 21st day of April, 1976
 My Commission Expires: 1-8-80
Deborah B. Ansbro
 Notary Public



STATE OF MISSISSIPPI, COUNTY OF DESOTO
 No A. 3 199 May 330
 4 May
H. G. Ferguson

DEED OF TRUST

THIS DEED OF TRUST is made this 30th day of April 1976 among the Grantor, CHARLIE WILLIAMSON, JR. and wife, SANDRA O. WILLIAMSON (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 1201, Section F, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 9, Pages 46-49, in the office of the Chancery Clerk of DeSoto County, Mississippi.

CANCELLED IF ANY OTHER INSTRUMENT RECORDED IN BOOK
 815 PAGE 702
 THIS IS DATED March 10 96
W. E. Adams
 by B. Cleveland

which has the address of 5906 Deepwell Southaven Mississippi 38671 (herein "Property Address");
(Street) (City) (State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated April 30, 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 May 1, 2006, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Bankers Trust Savings
 Assignment of this instrument recorded in
Real Estate TID book
 No. 591 Page 358
 This the 27th day of July 1992
W. E. Adams Clerk
 by: P. Stewart, OC

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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.

Charlie Williamson, Jr.
Charlie Williamson, Jr. — Borrower

Sandra O. Williamson
Sandra O. Williamson — Borrower

STATE OF MISSISSIPPI, De Soto County ss:

On this 30th day of April, 1976, personally appeared before me, the undersigned authority in and for said County and State, the within named Charlie Williamson, Jr. and wife, Sandra O. Williamson 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 8, 1980.



RETURN TO:
W. F. R. & B., LTD.
P. O. BOX 241
BOUTHAVEN, MISSISSIPPI 38671

(Space Below This Line Reserved For Lender and Recorder)

STATE OF MISSISSIPPI, DE SOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock no minutes A. M. 3 day of May 1976, and that the same has been recorded in Book 199 Page 333 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 4 day of May 1976.

Fees \$ 5.00

SEAL

H. P. Ferguson CLERK

by of

Clerk

pe. 5.00

H. D. Foxman
CHANCERY CLERK

DEED OF TRUST

THIS DEED OF TRUST made and entered into this 28th day of April 19 76 by
 and between Paul F. Coffman and wife, Evelyn A. Coffman hereinafter called the Grantors;
 Dale Mook hereinafter called the Trustee; Homemakers
 Finance Service, Inc., a New York Corporation, and having its business office and post office address at 1389 Stataline Rd., P. O. Box
 213, Southaven, Miss. 38671 Mississippi, hereinafter called the Beneficiary;

WHEREAS the Grantors are justly indebted to the Beneficiary in the full sum of Four thousand two hundred Dollars \$4200.00
 evidenced by promissory note of even date herewith payable to the Beneficiary, at the office of the Beneficiary stated above, or at such place as the holder may
 designate, in writing, in 12 monthly installments of \$ 350.00 each commencing on the 5th day of June 19 76
 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 thereto appertaining including so far as they now are, or may hereafter belong to or be used
 in connection with the buildings now or hereafter to be erected on said premises, all elevators, heating and ventilating apparatus, gas, electric light and other
 fixtures, whether attached to said premises or detached therefrom, thereupon situated and thereunto belonging, lying and being situated in the City or Town of

Nesbit District of DeSoto
 County, State of Mississippi, and more particularly described as follows, to wit:

Lot 121, Lakewood Estates Subdivision in Section 23, Township 2, Range 7, as shown
 on the record plat of said subdivision in Plat Book 7, page 49 in the office of the
 Chancery Clerk of DeSoto County, Mississippi.

The undersigned covenants that the undersigned has/have exclusive and unconditional title to and possession of the above described property; that there
 are no liens, claims or encumbrances against same, or any part thereof, other than as shown herein.

This conveyance, however, is in trust, and should the undersigned pay the aforesaid note at maturities and otherwise perform all the terms and conditions
 thereof, this conveyance shall be void; otherwise, and in the event that the undersigned should fail to pay said indebtedness, or any installment or part thereof, at
 maturities, or should otherwise fail to perform any of the terms and conditions of said note, then said Trustee shall, upon demand of said beneficiary, its suc-
 cessors or assigns, whether or not all of said indebtedness shall have become due, sell, at public outcry, to the highest bidder for cash, within legal hours, and at
 the courthouse of the aforesaid county (or if there be two judicial districts in said county, then at the courthouse in the judicial district in which said lands are
 situated), the aforesaid property, after having advertised said sale by publishing notice of the time, place, and terms of such sale in some newspaper having
 general circulation in said county and qualified to publish same, for three consecutive weeks preceding such sale, and by posting one notice thereof for said time,
 at said courthouse at which said property is to be sold; and out of the proceeds of such sale, the lawful costs and expenses of foreclosure and sale, including the
 attorney's fees specified in the note, and a reasonable and lawful Trustee's fee therefor shall be first paid, which trustee's fee is hereby agreed shall be 15% of the
 principal amount of the note(s) hereby secured and remaining due and unpaid and which amount shall be in addition to the attorney's fees for collection
 provided in said note(s), next, the amount remaining owing under the aforesaid notes shall be paid to the beneficiary herein; and lastly, any balance remaining
 shall be paid to the undersigned. Any such sale may be held on any secular day.

It is agreed that all buildings on said property shall be kept fully insured from loss by fire and windstorm, and from such other casualties as may be required
 by said beneficiary, its successors or assigns, for the benefit of the said beneficiary and payable to it in the event of loss, as its interest may appear, for application,
 at the option of said beneficiary, to the repairing, reconditioning, reconstruction or replacement of the aforesaid property or to any balance remaining out-
 standing 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 in-
 surance 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 in-
 surance, 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 amount of the Guarantee, 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 Grantors 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 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. 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 leases until the indebtedness hereby secured is extinguished in full.

Grantors covenant at all times to do all things necessary to defend the title to all of the mortgaged property, but the holder shall have the right, at any time, to intervene in any suit affecting such title and to employ independent counsel in connection with any such suit to which it may be a party by intervention or otherwise, and upon demand Grantors agree to pay the holder all reasonable expenses paid or incurred by it in respect of any such suit affecting title to any such property, or affecting the holder's liens or rights hereunder, including reasonable fees to the holder's attorneys, and Grantors will indemnify and hold the holder harmless from and against any and all such costs and expenses, including, but not limited to any and all cost, loss, damage or liability which it may ever suffer or incur on account of the failure or inability of Grantors for any reason, to convey the rights, titles and interests which this deed of trust purports to convey. Grantors covenant at any time and from time to time, upon request by the holder, at Grantors' expense, forthwith to execute and deliver to the holder, for the benefit of all holders, if there be more than one, any and all additional instruments and further assurances as may be necessary or proper, in the holder's opinion, to effect the intent of these presents, and to continue with due diligence to cure, in the satisfaction of such holder's attorneys, all objections and meet all requirements heretofore or hereafter made by said attorneys in connection with the loan hereby secured, or the titles to the mortgaged property. In the event that this deed of trust is subordinate to any other deed of trust or lien of any kind, the beneficiary may, in the event of a default in the performance of any covenant or agreement in the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option, declare the entire indebtedness secured by this deed of trust immediately due, and payable, or the beneficiary may perform any such defaulted covenant or agreement to such extent as the beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the beneficiary shall have a lien for the same with interest at the rate of eight per centum [8%] per annum from date until paid, and the trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness secured by this deed of trust, and the failure to promptly repay the Beneficiary any monies so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness, immediately due and payable.

If default be made in any payment of any installment of principal or interest or of any indebtedness herein provided for when the same may become due and payable, then the whole of the indebtedness secured in and by this instrument may, at the option of the beneficiary, and without notice to the Grantors, be declared immediately due and payable. A failure on the part of the beneficiary to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the beneficiary's right to exercise said option in the event of any subsequent default.

In case the Grantors or either of them, or their vendees of the property herein conveyed, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put them in involuntary bankruptcy, or should any proceedings be taken against the grantors, or their said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or trustee, then, and in either or any such case, all rents becoming due thereafter on the property herein conveyed shall be due and payable to the beneficiary herein, to be applied on the indebtedness secured hereby, and the whole indebtedness hereby secured, may, at the option of the said beneficiary, or any holder of said indebtedness, be declared due and payable.

It is hereby agreed that all of the provisions of this deed of trust shall apply to and secure any and all other obligations of the undersigned, or either of them, owing to, or guaranteed by, the beneficiary herein, prior to the payment of the above described note; irrespective of whether or not said obligation or obligations were incurred prior to or subsequent to the date of the indebtedness secured hereby.

Any and all acts authorized herein on the part of the beneficiary, if it be a corporation, may be performed by it, acting through any of its officers; and should any successor or assign of said beneficiary be a corporation, then such acts may likewise be performed by such corporation acting through any of its officers. The Trustee herein may act through an agent or attorney-in-fact designated by him and such designation need not be filed for record.

The said beneficiary, its successors, assigns, or legal representatives, or any owner of the above mentioned note, or either of them, are hereby authorized to appoint, in writing, successive or substitute trustees in place of the Trustee hereinabove named, or the successor or successors of such Trustee, if from any cause the above named Trustee, or the successor or successors of such Trustee, shall not be present, able and willing to execute the trust granted hereunder or to act in the premises, or if said beneficiary, its successors, assigns or legal representatives, or any owner of the aforesaid note, or either of them, shall for any reason desire so to do.

Witness the signature of the undersigned on the day, month and year first above set forth.

Witness

Dr. [Signature]

Paul F. Coffman

Witness

Willa Sullivan

Evenlyn Coffman

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 Paul F. Coffman and wife Evenlyn A. Coffman who acknowledge that they signed and delivered the above and foregoing instrument on the 28th day of Apr. 1976 year therein named as their free and voluntary act and deed.

Given under my hand and official seal, this the

Apr. 28th



Larry R. Kithung

My commission expires:

4-3-77

HM-110 (10/74)

*Womemakers Finara Corp.
1389 State Line Rd.*

STATE OF MISSISSIPPI

COUNTY

Instrument was filed for record at 9 o'clock AM of May 1976, and that the same has been recorded in the REAL ESTATE Trust Book

no. 3 of 199

337

4

May

3.60

[Signature]

329556

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 ROBERT E. CARTER AND WIFE, BONNIE CARTER

to FIRST NATIONAL BANK OF MEMPHIS

and recorded on Page 207 of Book Number 138 of the Record of
Deeds or Deeds of Trust in your office.

This 28 day of April, 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 28 day of
April, AD, 19 76.

Alma L. Lippard
Notary Public
MY COMMISSION EXPIRES NOV. 27, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
no minutes A. 3 of May 1976, and that the same has
been recorded in Book 199 Page 339 records of REAL ESTATE Trust Deed

H. P. Ferguson 1976

2.50

340

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi
of Olive Branch the beneficiary, does hereby certify that a certain trust deed
bearing date the 22nd day of June 1972, made and executed by Larry Eugene Alderson
& wife, Phyllis Alderson of Olive Branch 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. 145 on page 13
of the Record of Trust Deeds, on the 25th day of July, A. D. 1972, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said 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
Peggy Mitchell

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority, A Notary Public
in and for County and State aforesaid, Peggy Mitchell who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 22nd day of April, A. D. 1976



Betty L. Hollowell
My Commission Expires Feb. 3, 1979

LAWRENCE-GREENWOOD 27844

STATE OF MISSISSIPPI, } ss.
DeSoto County.
no A 3
JUNE 2 1976
FILED FOR RECORD AT 9 o'clock
OF May 1976, and that the same has
340
IN REAL ESTATE DEED
4 May 1976.
H. P. [Signature]
2.50

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, That
 UNION COMMERCE BANK, an Ohio corporation
 having its post office and office address at 917 Euclid Avenue,
 Cleveland, Ohio 44115 (hereinafter called "Assignor") for
 good and valuable consideration paid by THOMAS & HILL, INC.,
 a West Virginia corporation, having its office and post office
 address at 950 Kanawha Boulevard East, Charleston, West Virginia
 25326 (hereinafter called "Assignee"), receipt whereof is
 hereby acknowledged, has sold and by these presents does
 sell, assign and transfer unto Assignee, its successors
 and assigns, all the right, title and interest of Assignor,
 to the extent previously assigned to Assignor by an assign-
 ment dated *December 11, 1973*, and recorded *MAY 6*, 1975
 in the Office of the Clerk of DeSoto County, Mississippi, ~~as~~
IN OFFICIAL RECORDS BOOK 195, PAGE 357
~~in and to that certain Deed of Trust,~~
 with the benefits and privileges thereby created, dated *December*
5, 1973 executed and acknowledged by WHITEHEAD PROPERTIES, INC.
 recorded on *December 5, 1973* ~~in the Office~~ *IN OFFICIAL RECORDS BOOK 169, AT PAGE 24*
 of the Clerk of DeSoto County, Mississippi;

TOGETHER WITH all the right, title and inter-
 est previously assigned to Assignor as aforesaid in and to the
 certain promissory note (the "Note") in the original principal
 sum of \$ *245,000⁰⁰* identified in and secured by the Deed of Trust;

The Deed of Trust secures the payment of re-
 maining principal and accrued interest in the sum of \$45,564.65
 with interest thereon, and constitutes a lien on certain real
 property therein more particularly identified.

TO HAVE AND TO HOLD the same unto Assignee

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and to the successors, legal representatives and assigns of Assignee forever.

THIS ASSIGNMENT is made without recourse whatsoever to the Assignor and is a valid and complete assignment of all Assignor's right, title and interest in and to said Deed of Trust and Note.

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of this 15th day of October, 1975.

In the presence of:

UNION COMMERCE BANK

[Handwritten signatures]

By: *[Signature]*
Vice President
By: *[Signature]*
Assistant Vice President

STATE OF OHIO :
COUNTY OF CUYAHOGA : SS.

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named UNION COMMERCE BANK, by Joseph B. Roberts and John C. Quarrier Vice Chairman and Assistant Vice President, respectively, who acknowledged that they, being duly authorized, did execute the foregoing instrument on behalf of said corporation for the purposes therein contained and that the same is their free act and deed individually and as such officers, and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 15th day of October, 1975.

[Signature]
Notary Public

DAVID L. FREEMAN, Attorney at Law
Notary Public - State of Ohio
My Commission has no expiration date Sec. 147.03 R.C.

This Instrument Prepared By:
Thompson, Hine and Flory
1100 National City Bank Bldg.
Cleveland, Ohio 44114

STATE OF OHIO

no. A. 3
199

COUNTY

Instrument was filed for record at 9 o'clock
May 1976, and that the same has
341 records of REAL ESTATE Trust Deed

+

[Signature] May 1976

3.50

70/100

To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Thirty Thousand Six Hundred Fifty-----Dollars (\$30,650.00--), with interest from date at the rate of -----8 1/2----- per centum (8.5 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Bankers Trust Savings and Loan Association----- in Jackson, Mississippi-----, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Thirty-Five & Dollars (\$ 235.70---), 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 Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be - - ten - - per centum (10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of - - - - DeSoto - - - - - County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Lloyd L. Martin
Lloyd L. Martin

Deanna K. Martin
Deanna K. Martin

STATE OF MISSISSIPPI,
COUNTY OF DESEO

Personally appeared before me _____, the undersigned authority in and for said County, the within named _____ Lloyd L. Martin _____ and _____ Deanna K. Martin _____, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 22nd day of April, 1976.

Deborah B. Anstis

By Electronic Data Control, Inc.



RETURN TO
W. F. R. & B. LTD.
P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38687

STATE OF MISSISSIPPI, DESEO COUNTY
I certify that this instrument was filed for record at 9 o'clock
30 minutes A. M. on 3 day of May 1976, and that the same has
been recorded on 199 Page 343 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 4 day of May 1976.
Fees \$ 5.00
SEAL *H. P. Ferguson* CLERK

Sta. Co. Clk. do wh. 19 Re on Fee

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 7/13/73, executed by WALLACE E. JOHNSON ENTERPRISES, INC. to DESOTO TITLE CO., as Trustee(s), SERVICE MORTGAGE & INVESTMENT CO., INC., as Beneficiary, which Deed of Trust is recorded in Book 162, Page 594, 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 243, Greenbrook Subdivision, Section "B" Revised, 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.

To have and to hold the aforescribed 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 April, 19 76.

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. Vice 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 April, 19 76.

Walter Harrison
Notary Public



My Commission expires:

My Commission Expires June 30, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock no A. M. 3 May 1976, and that the same has been recorded in Book 199 Page 347 REAL ESTATE Trust deed

4 W. M. Hussey 1976

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Release of Deed of Trust

DeSoto
To The Chancery Clerk of ~~EMX~~ County, State of Mississippi:

You are hereby authorized and directed to satisfy and cancel of record the following Deed of Trust, to-wit: One executed by H. E. Purvis, Jr. and Ann Chatham Purvis for the benefit of Senatobia Bank dated the 28th day of January, 19 76 and recorded in Mortgage Record Book No. 196 Page 10 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 21 day of April A. D. 19 76

Senatobia Bank
By H. E. Purvis, Jr. Cashier



STATE OF MISSISSIPPI,
Tate County.

Personally appeared before me Cecille B. Meek, Notary Public

Notary Public in and for said County and State, the above named R. L. Burford, Jr., Casquer of Senatobia Bank who acknowledged that he signed, sealed and delivered the foregoing instrument as ^{the} ~~his~~ voluntary act and deed. of said bank.

Witness my hand and official seal this 21 day of April A. D. 19 76

Cecille B. Meek
Notary Public.

My Commission Expires January 29, 1979

STATE OF MISSISSIPPI
I cert...
no...
A. 3
199

COUNTY
Instrument was filed for record at 9 o'clock
of May 1976, and that the same has
of 348 records of REAL ESTATE Trust Deed

4
H. E. Purvis, Jr. 1976

2.50

[Signature]
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
L.A.N.D.

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between DONALD R. CHAMBLISS

of the first part, hereinafter designated as the Grantor,

DUDLEY B. BRIDGFORTH, JR. Trustee, of the second part, hereinafter designated as Trustee, and

COAHOMA BANK OF SOUTHAVEN of the third part, hereinafter designated as the Beneficiary.
(Branch of Grenada Bank)

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
DC
-----ELEVEN THOUSAND AND NO/100-----DOLLARS
DC
(\$ 11,000.00) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of nine (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:

In 120 equal amortized monthly installments of DC \$139.35 each, commencing
on the 25th day of April, 1976, with like installments due on the 25th
day of each and every month thereafter until paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid
indebtedness, as well as any extension of the same, or any part thereof, and any other or further
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto
State of Mississippi, and more particularly described as follows, to-wit:

Part of Section 14, Township 1 South, Range 8 West, DeSoto County,
Mississippi, more particularly described as follows:
BEGINNING at a point in the north line of State Line Road (80 feet
wide) at the southwest corner of Lot 1, Section "A", Southaven Sub.
130 feet west of the west line of Moss Point Drive, produced; thence
west along the north line of State Line Road 213 feet to a point;
thence north at right angles to said road 157.58 feet to a point in
the southerly line of Lot 278 of Section "A-1", Southaven Subdivision;
thence eastwardly along the southerly line of Lots 278, 279 and 280 of
said Section "A-1" 144.48 feet to a point at the southwest corner of
Lot 281 of said Section "A-1"; thence east 70 feet to a point in the
west line of Lot 3 of said Section "A" at the southeast corner of said
lot 281; thence south along the west line of Lots 3, 2 and 1 of Section
"A" 183.87 feet to the point of beginning.

350

Party of the first part reserves the right to prepay all or any part of said indebtedness on or before the due dates without penalty. A failure to make any 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.

Party of the first part covenants to maintain fire and extended coverage insurance on the improvements situated on the above described property in the amount at least equal to the unpaid principal indebtedness secured by this instrument, with loss payable clause in favor of beneficiary hereunder.

This is a second lien Deed of Trust, second and subordinate to that certain Deed of Trust in favor of Cahoma National Bank appearing of record in Real Estate Trust Deed Book 150, page 49 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 388 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 26th day of March 1976

Donald R. Chambliss
Donald R. Chambliss

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named

Donald R. Chambliss

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 January 8, 1980

Deborah B. Ansbro
Notary Public

RECORDED IN DEPARTMENT OF REVENUE, DE SOTO COUNTY
This deed of trust was filed for record at 9 o'clock
no A 3 May
199 349

Ad. 5.00

4 *H. G. Ferguson* May 1976

352

5/18/76

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI }
DeSoto County. }

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 15th day of May 19 73, made and executed by L. Earl Goodwin
& wife, Kathlyn S. Goodwin of Hernando, Mississippi to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 159 on page 44
of the Record of Trust Deeds, on the 15 day of May A. D. 19 73, is now fully paid
and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

The Hernando Bank
by [Signature]

STATE OF MISSISSIPPI }
DeSoto County. }

Personally came and appeared before me, the undersigned authority Elvin M. Barber
in and for County and State aforesaid, D. S. Ballard Jr. President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 29th day of April A. D. 1976
My Commission Expires Jan. 7, 1978

Elvin M. Barber

LAWRENCE-DAWSON-87844

STATE OF MISSISSIPPI }
DeSoto County. }
I certify that this instrument was filed for record at 9 o'clock
no minutes A. 3 of May 1976, and that the same has
been recorded in the records of 352 records of REAL ESTATE Trust Deed
of said County on the 4 day of May 1976.

2.50

[Signature]

610 R.R.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 30 day of October 19 72 made and executed by L. Earl Goodwin
and wife, Kathlyn S. Goodwin of Hernando, Mississippi to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 149 on page 575
of the Record of Trust Deeds, on the 31 day of October A. D. 19 72 is now fully paid
and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

The Hernando Bank
by [Signature]

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Elois M. Barber
in and for County and State aforesaid A. S. Ballard Jr. President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 29th day of April A. D. 19 76

My Commission Expires Jan. 7, 1978

Elois M. Barber

LAWRENCE-GESTIVOOD 87644

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock
no minutes A. M. 3 day of May 1976, and that the same has
been recorded in Book 199 Page 353 records of REAL ESTATE Trust Deed
of said County.

2.50 4 May 1976

[Signature]

354

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Charles E. Freeman dated January 31, 1976, recorded in Book 199 at Page 311 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 5,400.00, the principal unpaid balance of which the undersigned warrants to be \$ 5,400.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 30th day of April, 1976.

BRIDGETOWN, INC.

By Marjorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 30th day of April

1976.

Dulores M. Smith
NOTARY PUBLIC

My commission expires:

Jan. 29, 1980



STATE OF MISSISSIPPI
COUNTY OF DESOTO
45
P.

3
199

354
4 May

document was filed for record at 4 o'clock
this day and that it is a true and correct copy of the
ORIGINAL DEED OF TRUST.

2.50

4

H. P. Johnson
May 1976

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Harold Holleman and wife, Chaney S. Holleman dated March 20, 1976, recorded in Book 199 at Page 237 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 4,000.00, the principal unpaid balance of which the undersigned warrants to be \$ 4,000.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 30th day of April, 19 76.

BRIDGETOWN, INC.

By Marjorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNES MY HAND AND SEAL NOTARIAL, this the 30th day of April, 19 76.



Helois M. Smith
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 45 minutes P. M. 3 day of May 1976, and that the same has been recorded in Book 199 Page 355 records of REAL ESTATE Trust Deed of Desoto County, Mississippi.

Witness my hand and seal this 4 day of May 1976.

Page 2.50

H. H. Ferguson
NOTARY PUBLIC

356

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by John K. Johnson and Patricia M. Johnson

dated April 4, 1976, recorded in Book 199 at Page 239 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 4,900.00, the principal unpaid balance of which the undersigned warrants to be \$ 4,900.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 30th day of April, 1976.

BRIDGETOWN, INC.

By Marjorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 30th day of April

19 76.

Robert M. Smith
NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF DESOTO
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2
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199
2.60

CITY
Document was filed for record at 4 o'clock
May 1976, and that the same has
356
REAL ESTATE at
4
May 1976
H. H. Ferguson

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by James F. Hime and wife, June L. Hime dated March 28, 1976, recorded in Book 199 at Page 241 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 5,400.00, the principal unpaid balance of which the undersigned warrants to be \$ 5,400.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 30th day of April, 19 76.

BRIDGETOWN, INC.

By Margorie Jenne
MARGORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARGORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 30th day of April, 1976.

Delores M. Smith
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock 45 minutes 7 day of 3 May 1976, and that the same has been recorded in Book 199 Page 357 records of REAL ESTATE Trust Deed of said county.

This copy was filed and recorded on the 4 day of May 1976.

Amount 2.50
H. H. Ferguson CLERK

368

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Duane J. Irwin and/or Joan M. Irwin

dated February 7, 1976, recorded in Book 199 at Page 243 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 5,800.00, the principal unpaid balance of which the undersigned warrants to be \$ 5,800.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 30th day of April, 1976.

BRIDGETOWN, INC.

By Marjorie Jenke
MARJORIE JENKE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENKE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 30th day of April, 1976.

Deloris M. Smith
NOTARY PUBLIC

My commission expires:

Jan. 29, 1980



STATE OF MISSISSIPPI
COUNTY OF DESOTO
Instrument was filed for record at 4 o'clock
of May 1976, and that same has
358 of REAL ESTATE Trust Deed
4 May 1976.
H. P. Ferguson
2.50

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Terrell E. Daily and wife, Sharon K. Daily dated January 25, 1976, recorded in Book 199 at Page 245 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 5,400.00, the principal unpaid balance of which the undersigned warrants to be \$ 5,400.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 30th day of April, 19 76.

BRIDGETOWN, INC.

By Marjorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 30th day of April, 19 76

Robert M. Smith
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 7 o'clock 45 minutes P. M. on the 3 day of May 1976, and that the same has been recorded in Book 199 Page 359 records of REAL ESTATE TRUST DEED of said county.

Witness my hand and seal this the 4 day of May 1976.

BOOKS 2-50

H. P. Ferguson
CLERK

260

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Steve D. Baldwin dated April 7, 1976, recorded in Book 199 at Page 247 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 4,500.00, the principal unpaid balance of which the undersigned warrants to be \$ 4,500.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 30th day of April, 1976.

BRIDGETOWN, INC.

By Marjorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 30th day of April, 1976.

Dolores M. Smith
NOTARY PUBLIC

My commission expires:

Jan 29, 1980



STATE OF MISSISSIPPI

45 P. 3
199

2.50

COUNTY

Assignment was filed for record at 4 o'clock
of May 1976, and that the same has
360 DEEDS OF REAL ESTATE DEED

4

H. H. Ferguson
1976

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by William G. Benson and wife, Henrietta M. Benson dated April 10, 1976, recorded in Book 199 at Page 249 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 6,300.00, the principal unpaid balance of which the undersigned warrants to be \$ 6,300.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 30th day of April, 1976.

BRIDGETOWN, INC.

By Marjorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL, NOTARIAL, this the 30th day of April, 1976.

Dolores M. Smith
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 45 minutes P. M. 3 day of May 1976, and that the same has been recorded in Book 199 page 364 records of REAL ESTATE Trust Deed

Witness my hand and seal this 3 day of May 1976.

Fee \$ 2.50

H. P. Ferguson
CLERK

362

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Hattie C. Miles dated March 27, 1976, recorded in Book 199 at Page 263 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 4,900.00, the principal unpaid balance of which the undersigned warrants to be \$ 4,900.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 30th day of April, 19 76.

BRIDGETOWN, INC.

By Marjorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 30th day of April

19 76.

Dale M. Smith
NOTARY PUBLIC



STATE OF MISSISSIPPI COUNTY OF DESOTO
I, Notary Public, do hereby certify that the foregoing assignment was filed for record at 4 o'clock P. of 3 May 1976, and that the same has been filed in the office of the REAL ESTATE TRUST DEED RECORDS of 362 at 4 o'clock May 1976.
2.50
H. H. Ferguson

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Charles T. Johnson and/or Thelma F. Johnson dated March 28, 1976, recorded in Book 199 at Page 261 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 6,300.00, the principal unpaid balance of which the undersigned warrants to be \$ 6,300.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 30th day of April, 1976.

BRIDGETOWN, INC.

By Marjorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 30th day of April

19 76.

Dolores M. Smith
NOTARY PUBLIC



STATE OF MISSISSIPPI, DE SOTO COUNTY

I certify that the within Instrument was filed for record at 4 o'clock 45 minutes P. M. 3 day of May 1976, and that the same has been returned to Book 199 Page 363 records of REAL ESTATE Trust Deed

at 4 o'clock of May 1976.

Fee \$ 2.50

H. H. Ferguson
CLERK

364

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by David T. Frazier and Margie M. Frazier dated March 21, 1976, recorded in Book 199 at Page 265 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 6,700.00, the principal unpaid balance of which the undersigned warrants to be \$ 6,700.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 30th day of April, 19 76.

BRIDGETOWN, INC.

By Margorie Jenne
MARGORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARGORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 30th day of April, 19 76.

19 76

Robert M. Smith
NOTARY PUBLIC

My commission expires:

Jan 29, 1980



STATE OF MISSISSIPPI

COUNTY

45 P.

3
199

364 May

Instrument was filed for record at 4 o'clock 1976, and that the same has been indexed in the REAL ESTATE TRUST DEED

4

May

1976

2.50

H. H. Suggs

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Clyde E. Cox and Joan E. Cox

dated March 14, 1976, recorded in Book 199 at Page 267 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 4,500.00, the principal unpaid balance of which the undersigned warrants to be \$ 4,500.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 30th day of April, 1976.

BRIDGETOWN, INC.

By Marjorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT of BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 30th day of April, 1976.

Robert M. Smith
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 45 minutes of 7 day of May, 1976, and that the same has been recorded in Book 199 Page 365 records of REAL ESTATE Trust Deed

this 4 day of May, 1976.

2.50

H. P. Ferguson

366

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Lloyd R. Mathis and Marie L. Mathis

dated April 11, 1976, recorded in Book 199 at Page 271 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 5,800.00, the principal unpaid balance of which the undersigned warrants to be \$ 5,800.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 30th day of April, 1976.

BRIDGETOWN, INC.

By Marjorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 30th day of April, 1976.

Dolores M. Smith
NOTARY PUBLIC

My commission expires:

Jan. 29, 1980



STATE OF MISSISSIPPI

NOTARY PUBLIC

45 P. 3

199

2.50

COUNTY

instrument was filed for record at 4 o'clock

of May, 1976, and the same has

366 been recorded in REAL ESTATE Trust Deed

4 of May, 1976.

H. H. Sugarman

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by George Raymond Counce and/or Gladys Louise Counce dated March 18, 1976, recorded in Book 199 at Page 259 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 4,500.00, the principal unpaid balance of which the undersigned warrants to be \$ 4,500.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 30th day of April, 1976.

BRIDGETOWN, INC.

By Marjorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 30th day of April, 1976.

Delores M. Smith
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock 45 minutes P. M. 3 day of May 1976; and that the same has been recorded in Book 199 page 367 records of REAL ESTATE Trust Deed

Witness my hand and seal this 4 day of May 1976.
2.50
H. P. Ferguson

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Amelia M. Craig dated March 7, 1976, recorded in Book 199 at Page 269 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 4,000.00, the principal unpaid balance of which the undersigned warrants to be \$ 4,000.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 30th day of April, 1976.

BRIDGETOWN, INC.

By Marjorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 30th day of April, 1976.

Walter M. Smith
NOTARY PUBLIC

My commission expires:
Jan. 29, 1980



STATE OF MISSISSIPPI COUNTY
 45 7 3
 199 368 May
 instrument was filed for record at 4 o'clock
 1976, and that the same has
 REAL ESTATE Trust Deed
 4 May 1976
 H. H. [Signature]
 2.50

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Paul A. Johnson and wife, Charlene R. Johnson dated March 19, 1976, recorded in Book 199 at Page 257 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 4,500.00, the principal unpaid balance of which the undersigned warrants to be \$ 4,500.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 30th day of April, 1976.

BRIDGETOWN, INC.

By Marjorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT of BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 30th day of April, 1976.

Dale M. Smith
NOTARY PUBLIC

My commission expires:

Jan. 27, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 45 minutes P.M. on the 3rd day of May 1976, and that the same has been entered in Book 199 Page 368 of the REAL ESTATE TRUST DEED RECORDS of the County and State.

H. P. Ferguson
1976

370

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Walter R. Love and Hadie E. Love dated March 21, 1976, recorded in Book 199 at Page 255 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 4,900.00, the principal unpaid balance of which the undersigned warrants to be \$ 4,900.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 30th day of April, 19 76.

BRIDGETOWN, INC.

By Margorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 30th day of April, 19 76.

Delores M. Smith
NOTARY PUBLIC

My commission expires:

Jan. 27, 1980



STATE OF MISSISSIPPI COUNTY OF DESOTO
 I, Delores M. Smith, Notary Public, do hereby certify that the foregoing instrument was filed for record at 4 o'clock P. of May, 1976, and that the same has been recorded in Book 3 Page 199 of the Land Trust Deed Records of Desoto County, Mississippi, under the file number 370.
4 May 1976.
H. P. [Signature]
 2.50

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by William C. Lundy and wife, Hazel V. Lundy dated April 10, 1976, recorded in Book 199 at Page 253 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 4,500.00, the principal unpaid balance of which the undersigned warrants to be \$ 4,500.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 30th day of April, 1976.

BRIDGETOWN, INC.

By Marjorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 30th day of April 1976.

Delores M. Smith
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock 45 min P. M. 3 day of May 1976, and that the same has been recorded in Book 199 Page 371 of the REAL ESTATE Trust Deed

Witness my hand and seal this 4 May 1976.
H. H. Ferguson

2.50

372

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Ralph E. Lupardus and wife, Mona R. Lupardus dated April 6, 1976, recorded in Book 199 at Page 251 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 5,400.00, the principal unpaid balance of which the undersigned warrants to be \$ 5,400.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 30th day of April, 19 76.

BRIDGETOWN, INC.

By Marjorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTTE

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 30th day of April, 19 76.

Dolans M. Smith
NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF DESOTTE
Instrument was filed for record at 4 o'clock
of May 1976, and that the same has
been recorded in Book 372 of the REAL ESTATE Deed
Records of said County at 4 o'clock of May 1976.
H. H. Stinson
2.53

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto WORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Robert F. Freeman and/or Morine C. Nicastro dated January 31, 1976, recorded in Book 199 at Page 235 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 5,400.00, the principal unpaid balance of which the undersigned warrants to be \$ 5,400.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 30th day of April, 1976.

BRIDGETOWN, INC.

By Marjorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 30th day of April, 1976.

Robert M. Smith
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock 45 minutes P. M. 3 day of May, 1976, and that the same has been recorded in Book 199 Page 373 records of REAL ESTATE Trust Deed of said county.

Witness my hand and seal this 4 day of May, 1976.
H. H. Ferguson

2.50

374

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Charles B. Shepard, Jr., et ux, Gloria A. Shepard

dated July 27, 1975, recorded in Book 199 at Page 233, and previously recorded in Book 189, Page 652, and Book 188, Page 659 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 4,400.00, the principal unpaid balance of which the undersigned warrants to be \$ 4,268.33 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 27th day of April, 19 76.

BRIDGETOWN, INC.

By Marjorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 27th day of April, 19 76.

James W. Cannon
NOTARY PUBLIC

My commission expires:

March 3, 1980



STATE OF MISSISSIPPI TO COUNTY
Instrument was filed for record at 4 o'clock
45 MIN P. 3 of May 1976, and that the same has
been recorded in Book 199 Page 374 of REAL ESTATE Trust Deed

2.50
4 May 1976
H. P. Sugarman

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Paul J. Hein, Sr., et ux, Cheryl M. Hein dated February 15, 1976, recorded in Book 197 at Page 339 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 4,900.00, the principal unpaid balance of which the undersigned warrants to be \$ 4,900.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 30th day of April, 1976.

BRIDGETOWN, INC.
By Margorie Jenne
MARGORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARGORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 30th day of April, 1976.

Dolores M. Smith
NOTARY PUBLIC

My commission expires:
Jan. 29, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock
45 minutes P.M. 3 day of May 1976, and that the same has
been recorded in Book 199 Page 375 records of REAL ESTATE Trust Deed
of Mississippi
by H. H. Ferguson 4 May 1976.
2.50

FOR REAL ESTATE, CHATTEL OR BOTH

HARVEY A. WATSON, JR., ET UX

To DEED OF TRUST

J. R. STEWARD, ET UX, OR SURVIVOR

THIS INDENTURE, Made this 1st day of May 1976

between HARVEY A. WATSON, JR. and wife, MARY WAHL WATSON,

and J. R. STEWARD and wife, MARY IRENE STEWARD Survivor,

WITNESSETH, That whereas, said parties of the first part, being indebted to the said parties

of the second part in the sum of Fourteen Thousand Seven Hundred Fifteen Dollars (\$14,715.00), evidenced by one promissory note of even date herewith, bearing interest at the rate of seven and one-half per cent (7-1/2%) per annum and being due and repayable in four (4) equal annual installments of principal of Three Thousand Six Hundred Seventy-eight & 75/100 Dollars (\$3,678.75) annually, together with the interest on the unpaid principal balance, with the first annual installment of principal and interest due on or before May 1, 1977, and any further amount that the party of the second part may furnish the party of the first part during the year 1977, 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 parties of the first part paid by William L. Bone

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 approximately 6.54 acres, more or less, situate in the Southwest Quarter of Section 25, Township 2 South, Range 8 West, DeSoto County, Mississippi, and being more particularly described as COMMENCING at the intersection of the west line of Section 25, Township 2 South, Range 8 West, Chickasaw Cession, and the east right-of-way line of the Illinois Central Gulf Railroad; thence north along said section line 728.18 feet to a one-inch surveyor's pin, being the point of beginning and the southwest corner of the described tract; thence north 01 degrees 01 minutes 16 seconds west 858.95 feet to a one-half inch reinforcing bar found; thence south 86 degrees 22 minutes 21 seconds east 200.00 feet to a one-half inch reinforcing bar found; thence south 00 degrees 19 minutes 58 seconds west 10.00 feet to a one-half inch reinforcing bar found; thence south 86 degrees 22 minutes 21 seconds east 210.00 feet to a one-half inch reinforcing bar found; thence north 00 degrees 19 minutes 53 seconds east 197.46 feet to a one-half inch reinforcing bar found in the south right-of-way line of Nesbit Road; thence south 86 degrees 22 minutes 21 seconds east 154.72 feet along said right-of-way line to a point in the center of a drainage ditch; thence along the center line of said drainage ditch with the following calls: South 28 degrees 27 minutes 32 seconds west 8.70 feet; South 65 degrees 04 minutes 40 seconds west 55.81 feet; South 25 degrees 06 minutes 53 seconds west 39.85 feet; South 29 degrees 24 minutes 34 seconds west 72.84 feet; South 30 degrees 54 minutes 20 seconds west 66.40 feet; South 19 degrees 31' 39" west 203.11 ft.; South 10° 03' 31" west 113.25 ft; South 07° 33' 57" west 528.65 ft. to a point (1/2 inch iron pipe found 15 ft. west on top of drainage ditch bank); thence north 89° 03' 39" west 250.57 ft. to the point of beginning, containing 6.54 acres, more or less, located in the Southwest 1/4 of Section 25, Township 2 South, Range 8 West, Chickasaw Cession, all bearings referenced to true north. LESS & EXCEPT 1/2 all minerals, including gas & Oil (except gravel) reserved in deed of record in Deed Bk. 35, Pg. 5, in office of Chan. Clk. of DeSoto Co., MS.... A failure to pay indebtedness when due shall operate to cause entire unpaid indebtedness, together with interest thereon to become immediately due & payable at option

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the parties of the first part promptly pay the above stated indebtedness on or before the as stated above, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the parties of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the parties of the second part, of their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness: OLL signature: Harvey A. Watson Jr. Mary Wahl Watson GRANTORS

STATE OF MISSISSIPPI, DESOTO COUNTY. Personally appeared before me, the undersigned authority of said County, the within named HARVEY A. WATSON, JR. and wife, MARY WAHL WATSON,

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 1st day of May 1976. My Commission Expires: 3-24-79 By Sarah Bethune Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY. Before me, one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,

STATE OF MISSISSIPPI, DESOTO COUNTY. I, the undersigned, do hereby certify that the foregoing Deed of Trust was filed for record at 11 o'clock P.M. on the 3rd day of May 1976, and that the same has been recorded in Book 376, Page 199.

35 A 3 199 376 May 4 H. P. Ferguson 1976. Paid, Satisfied and Cancelled This 17th day of January 1980 William L. Bone Trustee Attest H. P. Ferguson Chancery Clerk J. E. Davis, D.C.

H. S. Ferguson
CHAMBERLAIN CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

KENNETH G. CARTER and wife, MAE E. CARTER,
of the first part, hereinafter designated as the Grantor,

William H. Austin, Jr., Trustee, of the second part, hereinafter designated as Trustee, and
IVA LEE HOPKINS,
of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
SIX THOUSAND FIVE HUNDRED AND NO/100 - - - - - DOLLARS
(\$ 6,500.00) evidenced by one (1) promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of ten (10) per centum per ----- annum after
date , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

Five (5) annual amortized payments of \$1,714.69 each, the first
payment being due and payable on the 1st day of May, 1977, with a
like payment being due and payable on May 1 of each and every year
thereafter until paid in full, the 5th and final payment being due
and payable on the 1st day of May, 1981.

THIS IS A PURCHASE MONEY DEED OF TRUST.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid
indebtedness, as well as any extension of the same, or any part thereof, and any other or further
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the
County of DeSoto,
State of Mississippi, and more particularly described as follows, to-wit:

(See next page.)

Signed for Identification

Kenneth G. Carter
Kenneth G. Carter

Lot No. 46, Pleasant Hill, Arkabutla Reservoir, located in the East Half of the Northeast Quarter of Section 36, Township 3 South, Range 9 West, DeSoto County, Mississippi, more particularly described as follows:

BEGINNING at a point located at the Northeast Corner of Lot No. 46, from which point an iron pipe located 20 feet South of the Northwest Corner of the Northeast Quarter of Section 31, Township 3 South, Range 8 West bears North 67° 09' East 3,222 feet distant; run thence South 40° 46' West 195.0 feet to a point; thence North 45° 52' West 300.0 feet to a point; thence North 41° 53' East 136.79 feet to a point; thence South 56° 52' East 300.0 feet to the Point of Beginning; containing 1.14 acres, more or less.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 388 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 30th day of April, 1976.

Kenneth G. Carter
Kenneth G. Carter
Mae E. Carter
Mae E. Carter

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 G. CARTER and wife, MAE E. CARTER, 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 April, 1976.
My Commission Expires Jan. 24, 1979 *Betty M. McIntosh*
Notary Public



STATE OF MISSISSIPPI, DE SOTO COUNTY
I hereby certify that the within instrument was filed for record at 1 o'clock
50 P 3 May 1976
377

4 May 1976
H. G. Ferguson

380
Lot 621, Sec. D - Twin Lakes S/D - Fischer

STATE OF MISSISSIPPI
COUNTY OF HINDS

ORDER TO CLERK TO CANCEL DEED OF TRUST

TO THE CHANCERY CLERK OF
DESOTO COUNTY, MISSISSIPPI:

You are hereby authorized, directed, instructed and empowered to Mark "Fully Paid and Satisfied" and to cancel of record that certain Deed of Trust dated February 2, 1976, and given by Northwest Builders, Inc. to C. B. Henley, Trustee for the benefit of Bailey Mortgage Company, and which deed is recorded in Book 196, Page 45, in your office, same having been fully paid and satisfied.

EXECUTED this the 29 day of April, 1976.

BAILEY MORTGAGE COMPANY

By: Paul J. Salvo
Paul J. Salvo, Comptroller

ATTEST:

William Cook
William Cook, Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction Paul J. Salvo and William Cook, the Comptroller and Vice President, respectively, of the above corporation who acknowledged that they, being first duly authorized so to do, did, on the day and date set out therein, sign, execute, attach the corporate seal and deliver the within and foregoing instrument for and on behalf of said corporation.

WITNESS my hand and seal of office, this the 29 day of April, 1976.

Luella Brown
Notary Public

My Commission expires:

My Commission Expires Oct. 31, 1978

STATE OF MISSISSIPPI
I certify that
50 minutes A.
been received
of said
Witness

Fee: 2.50

TO COUNTY
Instrument was filed for record at 10 o'clock
day of May 1976, and that the same has
page 380 records of REAL ESTATE Trust Deed
this the 4 day of May 1976.

H. P. Ferguson CLERK

CANCELLED BY AUTHORITY, RECORDED IN BOOK
1087 PAGE 51
THIS 26 DAY OF Feb 19 99
W. E. Davis
CHANCERY CLERK
J. B. Cleveland & Co.

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 29TH day of APRIL, 1976, by and between DeWayne Ware et ux Diane Ware

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

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.

Just Comm. Mtg. Co.
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN
Real Estate 710 BOOK
NO. 851 PAGE 636
THIS THE 27 DAY OF Aug, 19 96
W. E. Davis
CHANCERY CLERK
J. B. Cleveland & Co.

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 FIVE HUNDRED AND 00/100-----Dollars (\$ 18,500.00), 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 TWO & 27/100 Dollars (\$ 142.27), 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 (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

Bailey Mtg. Co.
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN
Real Estate BOOK
NO. 749 PAGE 417
THIS THE 28 DAY OF Feb 19 95
W. E. Davis
CHANCERY CLERK
By: M. Sawyer D.C.

Assignment of this instrument Recorded in
Real Estate 210 Book
No. 306 Page 623
This the 10 day of Nov. 19 82
N. J. Ferguson

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

- (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
- (II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (III) interest on the note secured hereby; and
- (IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (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.

DeWayne Ware

 DeWayne Ware

Diane Ware

 Diane Ware

STATE OF MISSISSIPPI, }
 COUNTY OF DeSoto } ss:

Personally appeared before me, the undersigned Authority, in and for the said County, the within named DeWayne Ware and Diane Ware, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 29TH day of APRIL 1976

Beth M. Bessie

 My Commission Expires February 18, 1980

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

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EXHIBIT "A"

Lot 67, Section "A", DeSoto Village Subdivision, in Section 34, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 7, Page 9 through 14, in the Office of the Chancery Clerk of DeSoto County, Mississippi, being more particularly described as follows:

BEGINNING at a point in the west line of Embassy Circle at the southeast corner of Lot 68 of said subdivision 328.4 feet south of the south curb line of Embassy Circle, produced; thence south along the west line of Embassy Circle 70.0 feet to a point at the northeast corner of lot 66 of said subdivision thence west 119.0 feet to a point at the northwest corner of said lot 66, thence north 70.0 feet to a point at the southwest corner of said lot 68; thence east 119.55 feet to the point of beginning.

The Grantors do hereby warrant that the above described property is their homestead and Diane Ware executes this Deed of Trust, the Promissory Note secured hereby, and all other documents in connection with this loan by virtue of the provision of Section 93-3-11 of the Mississippi Code of 1972.

SIGN FOR IDENTIFICATION:

DeWayne Ware
DeWayne Ware

Diane Ware
Diane Ware

STATE OF MISSISSIPPI DE SOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 50 minutes A. M. 4 day of May 1976, and that the same has been recorded in Book 199 Page 381 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 4 day of May 1976.

Fees \$ 5.00 pd.

SEAL H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
314 PAGE 176
THIS 17 DAY OF April 1984
H. H. Ferguson
CHANCERY CLERK

DEED OF TRUST

THIS DEED OF TRUST is made this 3rd day of May, 1976, among the Grantor, Joseph D. Harris and wife, Alice F. Harris (herein "Borrower"), W.E. O'Hare (herein "Trustee"), and the Beneficiary Cleveland Federal Savings & Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 210 North Street, Cleveland, 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 Sunflower, State of Mississippi:

Part of Lot 14 in Section 32, Township 22 North, Range 4 West, Sunflower County, Mississippi, described as: Commencing at the Southeast corner of said Lot 14; thence due North along the east line of said Lot 14 for 1458 feet to a point on the North right of way line of Mississippi State Highway No. 8 and the point of beginning of the tract herein being described; thence run Northwesterly along the curved North right of way of said Highway for 440 feet; thence North 9°25' East for 560 feet to the high bank of Sunflower River; thence South 82°00' East for 344.8 feet along the high bank of said Sunflower River to the East line of said Lot 14; thence due South along the East line of said Lot 14 for 588 feet to the point of beginning and containing 5.1 acres of land, more or less,

and the following described property located in the County of DeSoto, State of Mississippi:

Lots 117 and 118, Section A, Lake O' the Hills Subdivision, Section 20, Township 3, Range 9 as shown on recorded plat of said subdivision in Plat Book 2, page 29-33, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

"In the event that the premises herein described, or any portion thereof, be sold or conveyed prior to the time the indebtedness secured hereby shall have been paid, then the entire indebtedness secured by this Deed of Trust shall, at the option of the Party of the Third Part, become due and payable."

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 stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property":

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Thirty-five Thousand & 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 May 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 easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in Sunflower & 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.

Joseph D. Harris
Joseph D. Harris —Borrower

Alice F. Harris
Alice F. Harris —Borrower

RFD Sunflower Co., Miss.
RFD Horn Lake, Miss.
Rt 1, Box D 104, Horn Lake, Miss.
Property Address

STATE OF MISSISSIPPI, Bolivar COUNTY SS:

Personally appeared before me, the undersigned authority in and for said County and State, the within named Joseph D. Harris and wife, Alice F. Harris who acknowledged that the y signed and delivered the foregoing instrument on the day and year therein mentioned. Given under my hand and seal of office, on this the 3rd day of May, A.D., 1976.

My Commission expires: Boyd P. Atkinson Notary Public



STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock and 05 minutes AM 4/13

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 05 minutes A. 4 day of May 1976, and that the same has been recorded on 199 page 385 of REAL ESTATE Trust Deed and is the 4 day of May 1976.
Fees 5.00
H. H. Ferguson CLERK

RELEASE OF TRUST DEED

DESOTO
TO THE CHANCERY CLERK OF ~~DELMAR~~ COUNTY, MISSISSIPPI:

You are hereby authorized, empowered and directed to mark "Satisfied and Cancelled" of Record that certain Trust Deed, executed by Edward M. Peoples & wife, Evelyn Peoples to Seth McGaughran Trustee, for the use and benefit of Harvester Lane Federal Credit Union, dated the 3rd day of December A. D. 1968, and recorded at Page 223 of Record Book 106, of the records in your office.

The indebtedness therein mentioned and thereby secured was never assigned by the undersigned to any one and has been fully paid to Harvester Lane Federal Credit Union

WITNESS my signature this, the 4 day of May, 19 76

HARVESTER LANE FEDERAL CREDIT UNION

BY: [Signature]

STATE OF ~~MISSISSIPPI~~ } Tennessee
County of ~~DELMAR~~ } Shelby

Personally appeared before me, the undersigned authority in and for said County and State, the within named [Signature] who is the Manager of Harvester Lane Federal Credit Union and who acknowledged that he signed and delivered the foregoing instrument on the day and date therein named, for and on behalf of said Harvester Lane Federal Credit Union having been first duly authorized so to do.

WITNESS my hand and seal this, the 4 day of May, 19 76

My commission expires:

10-13-76

[Signature]

Notary Public

Filed for record _____ 19 _____ at _____ O'clock _____ M. and recorded

_____ 19 _____

~~XXXXXXXXXX~~ Clerk

By _____ D. C.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A.M. 4 day of May 1976, and that the same has been recorded in Book 499 Page 389 records of REAL ESTATE Trust Deed of said county.

Witness my hand and seal this, the 4 day of May, 1976.

Page 255

[Signature] CLERK

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o/p
B.R.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 20 day of July 1972, made and executed by Harvey Scott Jackson and
Janette W. Jackson of The Hernando Bank
to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 145 on page 475
of the Record of Trust Deeds, on the 21 day of July, A. D. 1972, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 3rd day of May, 1976.

THE HERNANDO BANK

[Signature]

by: A. S. Ballard, Jr. President

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Elois M. Barbee, Notary Public
in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed
of said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 3rd day of May, A. D. 1976

NOTARY PUBLIC
My Commission Expires Jan. 7, 1978

[Signature]

LAWRENCE-GREENWOOD 37244

STATE OF MISSISSIPPI

30
A. 4
1977

2.50

COUNTY

Document was filed for record at 10 o'clock
390 May 1976, and that the same was
REAL ESTATE DEED

4
[Signature] May 1976

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
LEWIS CARROLL CASE and wife, DEBORAH D. CASE

of the first part, hereinafter designated as the Grantor,

MELVIN McCLURE, JR., Trustee, of the second part, hereinafter designated as Trustee, and

SECURITY BANK OF SOUTHAVEN, SOUTHAVEN, MISSISSIPPI
of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
Three Thousand Eight Hundred Nine and 52/100-----DOLLARS
(\$3,809.52) evidenced by one promissory note of even date herewith in favor of
including 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:

In 36 monthly installments of \$105.82 each, and one final installment
of -0-, the first installment due on the 5th day of June, 1976, and
each succeeding installment due on the 5th 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 Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the
DeSoto County, Mississippi

State of Mississippi, and more particularly described as follows, to-wit:
Lot 981, Section "E", Greenbrook Subdivision in Section 19, Township 1
South, Range 7 West, as per plat thereof recorded in Plat Book 9,
Pages 44 and 45, in the Office of the Chancery Clerk of DeSoto County,
Mississippi.

CANCELLED BY AUTHORITY RECORDED IN BOOK
206 PAGE 219
THIS 30 DAY OF Nov 1976
H. L. Ferguson
CHANCERY CLERK

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This Deed of Trust is Secondary, Junior and inferior to that certain Deed of Trust entered into by the Grantors herein to Stuart Robinson, Trustee for Bankers Trust Savings and Loan Association, Beneficiary, dated August 1, 1975, filed for record August 5, 1975, at 10:30 A. M., and recorded in Trust Deed Book 188 at Page 567, which Deed of Trust was duly assigned to Government National Mortgage Association by instrument dated August 18, 1975, filed for record August 20, 1975, at 10:30 A. M., and recorded in Trust Deed Book 189 at Page 436, which Deed of Trust was further assigned to Bankers Trust Savings and Loan Association by instrument dated March 4, 1976, filed for record March 26, 1976, at 10:00 A. M., and recorded in Trust Deed Book 197 at Page 630, all in the Office of the Chancery Clerk of DeSoto County, Mississippi.

In the event of default under the terms of the First Deed of Trust on the above referenced property the debt herein secured will accelerate and become immediately due and payable.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 338 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance heretofore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 29th day of May 1976

Lewis Carroll Case
 Lewis Carroll Case
Deborah D. Case
 Deborah D. Case

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 Lewis Carroll Case and wife, Deborah D. Case 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 April 1976
 My Commission Expires March 13, 1979
Mary Crum
 Notary Public

STATE OF MISSISSIPPI, DE SOTO COUNTY
 This deed of trust instrument was filed for record at 10 o'clock
 on the 30th day of May 1976, and that the same has
 been recorded in Book 199 Page 391
 5.00
 4
H. R. Ferguson
 May 1976

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Lot 1010⁹, E, Greenbrook sd

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 31st day of May, 19 74, made and executed by Wallace E. Johnson Enterprises, 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 176, Page 474, of the Records of Trust Deeds, on the 17th day of June, 19 74, 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 29th day of April, 1976.

ATTEST: BANKERS TRUST SAVINGS & LOAN ASSOCIATION

B.J. Renfrow
B.J. RENFROW, ASSISTANT 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 W.S. WEEMS and B.J. RENFROW, who acknowledged that as Senior Vice President and Assistant 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 April, 19 76.

My Commission expires:



Sandy McBrayer
Notary Public

STATE OF MISSISSIPPI, COUNTY

I certify that this instrument was filed for record at 10 o'clock 30 minutes A.M. 4 199 394 records of May 1976, and that the same has been recorded in the records of REAL ESTATE Trust Deed.

H. P. Ferguson
Notary Public

2.50

DEED OF TRUST

Roosevelt Watkins & Tillie Mae Watkins, TO BANK OF MISSISSIPPI
 In consideration of \$10, in hand paid We convey and warrant to James W. Amos
 trustee; the following described property in Desoto County, State of Mississippi, to wit:

Three acres more or less situated in the West Half of the Southwest Quarter of Section 19, Township 1, Range 5 West, and being more particularly described by metes and bounds as follows, to-wit: BEGINNING at a point on the West line of said 19, that is 13.3 chains North of the Southwest Corner of said section; thence East a distance of 471 feet to a point; thence North a distance of 277 feet to a point; thence West a distance of 471 feet to the West line of said section (which point is the Southwest Corner of the Toy Gray lands as shown by correction deed); thence South with the West line of said section a distance of 277 feet to the point of beginning and being the same land conveyed to Roosevelt Watkins, et ux by deed of record in Deed Book 72, Page 106 in the Chancery Clerk's Office, Desoto County.

This is the first lien on the above described property except None

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of BANK OF MISSISSIPPI of Tupelo, Mississippi, dated even herewith and due as follows:

(\$ 2,348.28) Twenty Three Hundred Forty-Eight & 28/100 Dollars due Nov. 25 1978
 (\$) Dollars due 19
 (\$) Dollars due 19

Bearing interest at the rate of 10% per cent per annum from Maturity together with attorneys fees as therein provided.

(B) Also any other indebtedness heretofore, now or hereafter (within the period of four years from this date hereof) contracted with either said bank or the holder of the above described note or notes by the grantor or grantors herein or either of them whether such other indebtedness be evidenced by note, open account, overdraft or any other manner whatsoever, including also any indebtedness of any grantor made as joint maker, surety, endorser, or grantor.

(C) Also any amount paid out or contracted to be paid, by the said bank or the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other items or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear eight per cent interest from date made, and due on demand.

(D) Also to secure any renewal or extension of all or any part of any of the above described indebtedness, and the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors agree and bind themselves as follows: To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the notes secured hereby; to pay all expenses and costs in any way incident to this trust deed, to keep said property free from all tax liens of every kind; to keep the improvements thereon in reasonable repair and not permit waste of said property; to keep the improvements thereon fully insured in acceptable companies against loss by tornado and fire, payable in the event of loss to the owner, or owners of said indebtedness as their interest may appear.

III. All payments made as well as the proceeds of all property described in this deed of trust and all collaterals held by said bank (or the holder of the indebtedness secured by this deed of trust) whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said bank or the holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by said bank or the holder of the indebtedness secured by this deed of trust as they deem to their best interest and at their election.

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantor or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the Trustee. Out of the proceeds of the sale the Trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable Trustee's fee and the expenses of executing this trust.

V. The owner, or owners of said indebtedness whether they be the original owner, or owners by assignment, may, whenever they deem fit appoint a Trustee in the place of the one herein named, or any subsequent Trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted Trustee shall have all the powers of said original Trustee.

VI. Should the Trustee take possession of the property herein conveyed, such Trustee may without Court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said Trustee or his successors, and the beneficiaries under this Deed of Trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the Trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

VII. This Deed of trust is given and taken in renewal and extension of a deed of trust dated the 10th day of April 1973 and recorded in Book 157 page 136 deeds and records Desoto

County, Miss., and is in no way intended to void said deed of trust or impair the security thereof.

Witness OUR signatures, this the 30th day of April 1976

Roosevelt Watkins
Tillie Mae Watkins
 Roosevelt Watkins
 Tillie Mae Watkins

STATE OF MISSISSIPPI } Personally appeared before me a Notary Public
 County of Desoto }
 in and for said county and state, the above named Roosevelt Watkins & Tillie Mae Watkins and
 who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.
 Given under my hand and seal of office, this 30th day of April 1976
 My commission expires My Commission Expires Feb. 3, 1978 Betty L. Hollowell
 Notary Public

STATE OF MISSISSIPPI } I, the undersigned, Clerk of the Chancery Court of

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 4 day of May 1976, and that the same has
 been recorded in Book 199 Page 385 records of REAL ESTATE Trust Deed
 of said County.
4 May 1976
H. P. Ferguson
 Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK
341 PAGE 187
 THIS 18 DAY OF June 1985
A. B. Ferguson
 CHANCERY CLERK 25

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Paid, Satisfied and Cancelled
This 14 day of Sept 1978
George S. McIngvale
Trustee

Attest
H. V. Ferguson
Chancery Clerk by m. m. m.

FOR REAL ESTATE, CHATTEL OR BOTH

O. J. Standridge
To { DEED OF TRUST
H. H. Hawks

THIS INDENTURE, Made this 30th day of April 1976
between O. J. Standridge
and H. H. Hawks

WITNESSETH, That whereas, said part Y of the first part, being indebted to the said party of the second part in the sum of Thirteen Thousand Dollars (\$13,000.00) evidenced by a promissory note of even date, bearing 10% interest from date, due and repayable in 26 equal annual installments of \$500.00 each plus accrued interest, first of said installments plus accrued interest shall be due May 1, 1977 and one installment due each succeeding year thereafter until paid in full with each installment to be applied first toward accrued interest and the balance to the reduction of principal

Therefore, in consideration of the promise, and of the sum of One Dollar to the part Y of the first part paid by George S. McIngvale Trustee, the part Y of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that may be produced on said land, and all the crops of every kind to be grown by said family or any kind existing with or under said land as heretofore or hereafter, during the year 1976 on the land that may be cultivated, or cause to be cultivated, as heretofore or hereafter, during the year 1976 on the land and West Half of the Northeast Quarter of Section 16, Township 3, Range 6 LESS AND EXCEPT 15 acres, more or less, lying north of Coldwater River conveyed to P. M. Ross by S. J. Allison by Warranty Deed dated December 16, 1942, recorded in Book 30, Page 327 of the Deed Records of DeSoto County, Mississippi.

A failure to pay said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of said note. Maker of said note shall have the right to pay all or any part the said indebtedness before maturity without penalty.

No timber shall be cut from the above described property without written permission from the above named beneficiary or his assigns and in the event timber is cut without written permission the beneficiary or his assigns may at his option declare the unpaid balance 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 Y of the first part promptly pay the above stated indebtedness on or before the maturity date thereof, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, in the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part Y of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the part Y of the second part, his assigns or legal representatives, can at any time appoint a Trustee in his stead.

Witness my signature the date written above.
Witness

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me, the undersigned authority of said County, the within named O. J. Standridge 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 30th day of April 1976
My Commission Expires: (SEAL) Notary Public Clerk D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Below 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
20 A. 4 199 4 May 1976
2.50
H. V. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK

412 PAGE 116
THIS 21st DAY OF August 19 87

H. H. Ferguson
Chancery Clerk
Way S. Taylor, S.C.

Assignment of this instrument recorded in

Real Estate T/D Book
No. 319 Page 747
Date the 20 day of July 19 84

H. H. Ferguson DS

VA Form 25-4221 (Home Loan)
Revised January 1974. Use Op-
tional. Section 1112, Title 38,
U.S.C. Acceptable to Federal
National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 30th day of April, 1976,
by and between

ARTHUR M. ZURHORST and wife, EDITH J. ZURHORST

, hereinafter called the Grantor; Denson A. Ward
W. G. Farr, Jr. , hereinafter called the Trustee, and

PERCY GALBREATH & SON, INC. , a corporation organized
and existing under the laws of the State of Tennessee , having its principal office and
post-office address at 100 North Main Building, Memphis, Tennessee , hereinafter called the
Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum
of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by
these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated
in the County of DeSoto , State of Mississippi, to wit:

Lot 2252, Section K, Southaven West Subdivision in 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.

The Grantors covenant and agree that so long as this Deed of Trust and the Note secured
hereby are guaranteed under the Servicemen's Readjustment Act, or insured under the
provisions of the National Housing Act, they will not execute or file for record any
instrument which imposes a restriction upon the sale or occupancy of the subject
property on the basis of race, color or creed. Upon any violation of this covenant,
the note holder may, at its option, declare the unpaid balance of the debt secured hereby
immediately due and payable.

The Grantors covenant and agree that should this security instrument or note secured
hereby be determined ineligible for guaranty under the Servicemen's Readjustment Act
within 30 days from the date hereof (written statement of any officer or authorized agent
of the Veterans Administration declining to guarantee said note and/or this security
instrument being deemed conclusive proof of such ineligibility), the present holder of
the note secured hereby or any subsequent holder thereof, may at its option, declare
all notes secured hereby immediately due and payable.

Together with Kenmore Dishwasher, model #587-741205, serial #163-0827; and Whirl-
pool Range or counter top unit, model RRE2700A2, serial #05838 M803 and it is the
intention of the parties that these items are deemed part of the realty.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments
and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the
reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead,
and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition
thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of
the realty, and are a portion of the security of the indebtedness herein mentioned;

To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Thirty Thousand Five Hundred and no/100---Dollars (\$ 30,500.00), with interest from date at the rate of Eight & One-Half ---per centum (8-1/2 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Percy Galbreath & Son, Inc., 100 North Main Building in Memphis, Tennessee, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Thirty-Four and 55/100 Dollars (\$ 234.55), 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 Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be Ten per centum (10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Arthur M. Zurhorst
Arthur M. Zurhorst

Edith J. Zurhorst
Edith J. Zurhorst

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

Personally appeared before me Bobbie M. Braswell the undersigned Notary Public in and for said County, the within named Arthur M. Zurhorst and Edith J. Zurhorst, 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 30th day of April, 1976.

Bobbie M. Braswell
Notary Public

My Commission expires:
Feb. 10, 1980

STATE OF MISSISSIPPI DE SOTO COUNTY
I certify that the instrument was filed for record at 10 o'clock 50 minutes A. of 4 day of May 1976, and that the same has been recorded in Book 199 of 397 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal on the 4 day of May 1976.

Fees \$ 6.00

SEAL *H. H. Ferguson*
CLERK

Form 278
TOLSON & BROTHERS, JACKSON

Newton Mt Eroy 4622

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 William P. Guy and wife, Sharon
J. Guy to Tom B. Scott, Jr., Trustee, Unifirst
Federal Savings and Loan Association of Jackson,

and recorded on page 257 of Book Number 178 of the Record of Deeds of Trust
in your office. This 28th day of April 1976

Harold A. Hogue Harold A. Hogue
Unifirst Federal Savings and Loan Association
G.R. Munton, Jr. G.R. Munton, Jr.

STATE OF MISSISSIPPI

Hinds County

Personally appeared before me, Harold A. Hogue and G. R. Munton, Jr.

the undersigned authority in and for said county and state, the within named officers

who acknowledged that they signed and delivered the foregoing instrument on the
day and year therein mentioned, as act and deed.

Given under my hand and official seal at this 28 day of April A. D. 1976



Vida McKenzie Clerk
My Commission Expires March 4, 1979 D-C

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock
~~no~~ minutes A. M. 3 day of May 1976, and that the same has
been recorded in Book 199 Page 401 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 5 day of May 1976.

Fees \$ 2.50 pd.

SEAL *H. P. Ferguson* CLERK

CONFIRMED BY AUTHORITY RECORDED IN BOOK

206 PAGE 337

IN 2 DAY OF Dec 19 76

H. D. Ferguson
CHANCERY CLERK

Assignment of this Instrument Recorded in
Book No. 201 Page 337
This the 6 day of July 19 76
H. D. Ferguson Clerk

STATE OF MISSISSIPPI
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.

D-34990-SR

THIS DEED OF TRUST, made and entered into this 14th day of April, 19 76, by and between

William G. Doss and wife, Vera M. Doss

, hereinafter called the Grantor;

Delta Title Company

, hereinafter called the Trustee, and

PREPARED BY:
SIDNEY M. KATZ, ATTY.
4041 KNIGHT-ARNOLD ROAD
MEMPHIS, TENN. 38118

and existing under the laws of
and post-office address at
Beneficiary:

National Mortgage Company
State of Tennessee
4041 Knight Arnold Road
Memphis, Tenn. 38118

, a corporation organized
, having its principal office
, 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 and 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 568, Section B, South 1/4, And Section East of Cow Pen Creek, Desoto Village Subdivision, as shown on plat of record in plat book 8, pages 16-21, in Section 33, Township 1 South, Range 8 West, in the office of The Chancery Clerk of Desoto County, Mississippi, being more particularly described as follows:

Beginning at a chisel mark in the east line of Tulane Road 115 feet southwardly from the point of intersection of said east line and the south line of Fair Meadow Drive; thence southwardly 70 feet with the east line of Tulane Road to a chisel mark in the northwest corner of lot 567; thence eastwardly 115 feet with the north line of lot 567 to an iron pipe in the west line of lot 573; thence northwardly 35 feet with the west line of lots 573 and 572 to a wooden stake in the south line of lot 570; thence westwardly 49.5 feet with the south line of lot 570 to a wooden stake in the southeast corner of lot 569; thence westwardly 115 feet with the south line of lot 569 to the point of beginning, as per survey By Acme Survey Company dated March 1, 1976.
Property Address: 7158 Tulane Road, Horn Lake, Miss. 38637

TO HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to

and existing under the laws of

National Mortgage Company
State of Tennessee

, a corporation organized
, the payment

of a certain promissory note of even date herewith in the principal sum of Twenty Seven Thousand Three Hundred Fifty and no/100-- Dollars (\$ 27,350.00---), 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 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 Two Hundred and 75/100----- Dollars (\$ 200.75---), 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, of an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2¢) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under (b) of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of (a) of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the indebtedness secured hereby, whether due or not.

9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within Sixty days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the Sixty 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

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Raymond V. Sterling and Luella Sterling dated March 20, 1976, recorded in Book 199 at Page 299 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 4,000.00, the principal unpaid balance of which the undersigned warrants to be \$ 4,000.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 30th day of April, 1976.

BRIDGETOWN, INC.

By Marjorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 30th day of April, 1976.

Deloris M. Smith
NOTARY PUBLIC

My commission expires:
Jan. 29, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 30 minutes P. M. 4 day of May 1976, and that the same has been recorded in Book 199 Page 405 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 5 day of May 1976.
Fees \$ 2.50 pd.
Notary H. H. Ferguson CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by David Frost and/or Sarah B. Frost

dated April 11, 1976, recorded in Book 199 at Page 297 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 6,300.00, the principal unpaid balance of which the undersigned warrants to be \$ 6,300.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 30th day of April, 19 76.

BRIDGETOWN, INC.

Marjorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 30th day of April

19 76.

Malcolm M. Smith
NOTARY PUBLIC

My commission expires:

Jan. 29, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that this instrument was filed for record at 2 o'clock 30 minutes P. M. on the 4 day of May, 1976, and that the same has been recorded in Book 199 at Page 406 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal on this the 5 day of May, 1976.

Fees \$ 2.50

H. H. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK
215 PAGE 100
THIS 25 DAY OF Aug 1977
B. N. Ferguson
CHANCERY CLERK

FORM NO. 1881 REV. 1/78

PRINTED MATTER—LAST WORDS

DEED OF TRUST

#226673-21

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

WHEREAS, Minor Banks Lewis, a widow
Minor Morrow LeBlond, and
Lewis Morrow, Jr.

IS/ARE INDEBTED TO THE FEDERAL LAND BANK OF NEW ORLEANS, HEREINAFTER CALLED BENEFICIARY,
IN THE SUM OF Four hundred and sixty thousand & 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 June 2006

NOW, THEREFORE, TO SECURE THE PAYMENT OF SAID INDEBTEDNESS, ATTORNEY'S FEES AND THE PERFORMANCE OF
COVENANTS AND AGREEMENTS HEREIN MADE,

Minor Banks Lewis, a widow
Minor Morrow LeBlond
Lewis Morrow, Jr.

All non-residents of the State of Mississippi, except Minor Banks Lewis who is a
domiciliary and permanent resident of Mississippi.
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:

"ATTACHED"

TRACT I: The Southeast Quarter of Section 31, Township 3 South, Range 9 West, being
known as part of the Cub Lake Place, LESS AND EXCEPT a one (1) acre tract conveyed
to DeSoto County, Mississippi, for road purposes, described as beginning at the south-
west corner of the East Half, Section 31, Township 3, Range 9, running thence east a
distance of 2,000 feet along the center line of the public road which is the south
line of said Section 31 to a point; thence running due north a distance of 2,836 feet
to a stake which is the southwest corner of the property herein conveyed; thence north
20° 30' west a distance of 290.4 feet to a stake; thence north 69° 30' east a distance
of 150 feet to a stake; thence south 20° 30' east a distance of 290.4 feet to a stake;
thence south 69° 30' west a distance of 150 feet to a stake which is the point of
beginning, containing one (1) acre of land, and recorded in Book 36, Page 364, of the
Deed records of said county and LESS AND EXCEPT, a 40 foot wide strip of land conveyed
to DeSoto County, Mississippi, for road purposes extending from the southeast corner
of said section and parallel to the south line of said section extending to a point
in the west line of Half Section 40 feet north of the southwest corner of said Half
Section, as shown in Book 50, Page 463 of the Deed records of DeSoto County, Mississippi.

TRACT II: The Southwest Quarter; Southeast Quarter; West Half of the Northeast Quarter
of Section 32, Township 3 South, Range 9 West, being known as the Cub Lake Place (North),
LESS AND EXCEPT, a road right of way to DeSoto County, Mississippi, described as a
strip of land 40 feet wide parallel to and adjoining the entire south line of said Section
as shown in the Deed records of DeSoto County, Mississippi, in Book 50, Page 463.

TRACT III: The West Half of Section 6, Township 4 South, Range 9 West, containing
320 acres, more or less, being known as part of the Cub Lake Place (South), LESS AND
EXCEPT a road right of way to DeSoto County, Mississippi, 40 feet wide extending along
and parallel to the north line of the west half of said section as shown in Book 50,
page 463, of the Deed records of DeSoto County, Mississippi, and LESS AND EXCEPT a
perpetual and assignable right and easement to construct, operate and maintain channel
improvement works and to locate, construct, operate, and maintain public roads and
highways and appurtenances thereto, and including the rights hereinafter described, on,
over, and across that certain tract of land in DeSoto County, Mississippi, more parti-

cularly described as follows: A tract or parcel of land lying and being situated in the West Half of West Half of Section 6 and West Half of Northwest Quarter of Section 7, Township 4 South, Range 9 West, more particularly described as Beginning at the northwest corner of Section 6, Township 4 South, Range 9 West; run thence with the north boundary of said Section 6, east, 505 feet, more or less; thence South $01^{\circ} 33'$ East, 300 feet, more or less; thence South $88^{\circ} 27'$ west 150 feet; thence South $01^{\circ} 33'$ East 5613 feet; thence South $02^{\circ} 05'$ East 2017 feet, more or less, to a point located on the south boundary of the Southwest Quarter of Northwest Quarter of Section 7, Township 4 South, Range 9 West; run thence with said south boundary, west 390 feet, more or less, to a point located in the center of Ditch No. 2; run thence with the meanders of the center of Ditch No. 2 in a general northerly direction for a distance of 7935 feet, more or less, to the point of beginning, containing 64.46 acres, more or less, of which 43.28 acres are in Section 6 and 21.18 acres are in Section 7, as recorded in Deed Book 74, page 249 of the Deed records of DeSoto County, Mississippi.

TRACT IV: The Northwest Quarter of Section 7, Township 4, Range 9 West, containing 160 acres, more or less, being known as part of the Cub Lake Place (South), LESS AND EXCEPT a perpetual right of way for a drainage channel as described in Tract III above and recorded in Deed Book 74, Page 249 of the Deed records of DeSoto County, Mississippi.

TRACT V: The West Half less 66 acres being a strip of land of equal width across the north end of the west half of Section 5, Township 3 South, Range 8 West, containing 254 acres and being the same land described in that certain deed from R.M. Banks, Sr. to Minor White Banks, et al, dated August 29, 1910, of record in Book 15, Page 399, of the Deed records of DeSoto County, Mississippi, LESS AND EXCEPT a flood control easement to the United States of America described as: Beginning at an iron rod located at the Southwest corner of Section 5, Township 3 South, Range 8 West, run thence along the Section line between Section 5 and 6, north $00^{\circ} 08'$ west 115 feet to an iron rod located on the property or divisional line between the grantor herein and J.F. Conger; thence along the said property or divisional line, north $89^{\circ} 40'$ west 2,690 feet to an iron rod located on the west line of the East Half Section 6; thence along the west line of the East Half Section 6, north 1,320 feet, to a point; thence east 2,695 feet to a point located in the center of the graded gravel road in the Southwest quarter Section 5; thence along the center of the said graded gravel road, north $00^{\circ} 20'$ east, 2,715 feet, to a point on the property or divisional line between the grantor herein and C.S. Robinson; thence along the said property or divisional line south $89^{\circ} 50'$ east 2,585 feet, to an iron rod located on the east line of the West Half Section 5, thence along the east line of the West Half Section 5 as follows: South $01^{\circ} 20'$ east 2,910 feet, to a point located on the north or west boundary of the right of way of the Hurricane Creek Swamp Land District; thence South $01^{\circ} 20'$ east 90 feet to a point located on the south or east boundary of said District; thence south $01^{\circ} 20'$ east 1,130 feet to a point located on the Section line which forms the south boundary of Section 5; thence along the said Section line as follows: South $87^{\circ} 20'$ west, 320 feet; thence south $87^{\circ} 20'$ west 210 feet; thence south $87^{\circ} 20'$ west 110 feet to a point located in the center of the Hurricane Creek; thence south $87^{\circ} 20'$ west 470 feet to a point located on the south or east boundary of the right of way of the Hurricane Creek Swamp Land District; thence south $87^{\circ} 20'$ west 70 feet; thence south $87^{\circ} 20'$ west 210 feet; thence north $89^{\circ} 30'$ west 1,320 feet to the point of beginning, containing approximately 250 acres in Section 5 and 81.7 acres in Section 6 and recorded in Book 31, page 236 of the Deed records of DeSoto County, Mississippi; and LESS AND EXCEPT a road right of way to District 5 described as being part of the East Half of Section 6, Township 3, Range 8 West and part of the west half of Section 5, Township 3, Range 8 West, and being a strip of land east and west of center of proposed Fogg Road as laid out by the County Engineer and on file in the Chancery Court Clerk's office in Hernando, Mississippi, more particularly described as Beginning at the southeast corner of Section 6, Township 3, Range 8 West; thence west along south line said Section 6 to a point 40 feet from center of proposed Fogg Road; thence north and parallel to center of said road 5280 feet, more or less, to north line of said section; thence east along said north line 40 feet, more or less, to the M.C. Sparks, Sr. tract; thence south along said Sparks tract 1183.7 feet to the northwest corner of Black Ankle tract in Section 5, Township 3, Range 8 West; thence east along north line said Black Ankle tract to a point 40 feet from center of proposed Fogg Road; thence south and parallel to center of said road 4096.3 feet, more or less, to south line Section 5, Township 3, Range 8 west; thence west along south line of said section to point of beginning and containing 8.6 acres, more or less, a 10 foot easement is granted beyond this right of way for use in sloping the fill or cut of said road if necessary, as recorded in Book 70, page 132 of the Right of Way Deeds of DeSoto County, Mississippi.

TRACT VI: The East Half of the Southwest Quarter and the East Half less 7 acres off south side thereof of Section 6, Township 3, Range 8 West, containing 393 acres, more or less, LESS AND EXCEPT a flood control easement containing approximately 81.7 acres and described in Tract V above and LESS AND EXCEPT a road right of way to DeSoto County recorded in Book 70, Page 132, and described in Tract V above.

Minor Banks Lewis
Minor Banks Lewis

Minor Morrow LeBlond
Minor Morrow LeBlond

Lewis Morrow, Jr.
Lewis Morrow, Jr.

GRANTOR FURTHER COVENANTS AND AGREES:

1. TO ASSURE 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 INURE AND KEEP INSURED BUILDINGS AND OTHER IMPROVEMENTS NOW ON, OR WHICH MAY HEREAFTER BE PLACED ON, SAID PREMISES, AGAINST LOSS OR DAMAGE BY FIRE, WINDSTORM AND/OR EXTENDED COVERAGE, AS REQUIRED BY BENEFICIARY, ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH, AND LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR, AT THE OPTION OF GRANTOR, AND SUBJECT TO GENERAL REGULATIONS OF THE FARM CREDIT ADMINISTRATION, SUMS SO RECEIVED BY BENEFICIARY MAY BE USED TO PAY FOR RECONSTRUCTION OF THE DESTROYED IMPROVEMENT(S), OR, IF NOT SO APPLIED MAY, AT THE OPTION OF THE BENEFICIARY, BE APPLIED IN PAYMENT OF ANY INDEBTEDNESS, MATURED OR UNMATURED, SECURED BY THIS DEED OF TRUST.

3. TO PROPERLY CARE FOR AND CULTIVATE SAID PROPERTY IN A FARMERLIKE MANNER, AND NOT TO COMMIT WASTE, CUT, REMOVE, OR DAMAGE TIMBER OR IMPROVEMENTS, OR ALLOW WASTE TO BE COMMITTED, OR TIMBER OR IMPROVEMENTS TO BE CUT, REMOVED, OR DAMAGED. IN THE EVENT THIS COVENANT IS BREACHED, GRANTOR AGREES TO PAY ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY BENEFICIARY IN INVESTIGATING SUCH VIOLATION AND IN PROTECTING AND PRESERVING THIS SECURITY.

4. THAT THIS DEED OF TRUST IS A VALID FIRST LIEN AGAINST ALL THE LAND AND IMPROVEMENTS OFFERED AND APPRAISED AS SECURITY FOR THIS LOAN. IF THE VALIDITY OF THIS DEED OF TRUST OR IF GRANTOR'S TITLE TO ANY OF SAID LAND OR IMPROVEMENTS IS QUESTIONED IN ANY MANNER OR IF ANY PART OF SUCH LAND OR IMPROVEMENTS IS NOT PROPERLY DESCRIBED HEREIN, BENEFICIARY MAY, IN ITS DISCRETION, INVESTIGATE AND TAKE SUCH ACTION AS IT CONSIDERS NECESSARY OR DESIRABLE FOR THE PROTECTION OF ITS INTERESTS AND FOR THIS PURPOSE MAY EMPLOY LEGAL COUNSEL OR EXPERT ASSISTANCE AND GRANTOR WILL PROMPTLY PAY ALL EXPENSES SO INCURRED BY BENEFICIARY.

5. THAT IF GRANTOR DEFAULTS IN ANY OF THE PROVISIONS OF PARAGRAPHS 1, 2, 3, 4, OR 14 HEREOF, THEN BENEFICIARY MAY PAY SUCH TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS, OBTAIN AND PAY FOR SUCH INSURANCE, OR ADVANCE SUCH ATTORNEY'S FEES, EXPENSES AND COSTS, AND GRANTOR AGREES TO IMMEDIATELY PAY BENEFICIARY ALL AMOUNTS SO ADVANCED, AND THAT ALL AMOUNTS SO ADVANCED SHALL BE SECURED HEREBY.

6. THAT ALL REPRESENTATIONS AND STATEMENTS MADE IN THE APPLICATION FOR THIS LOAN ARE TRUE AND CORRECT, THAT THE PROCEEDS OF THIS LOAN WILL BE USED SOLELY FOR THE PURPOSES SPECIFIED IN SAID APPLICATION, AND THAT GRANTOR WILL COMPLY WITH ALL REQUIREMENTS AND CONDITIONS IMPOSED BY BENEFICIARY IN MAKING THIS LOAN.

7. THAT GRANTOR WILL NOT SELL, MORTGAGE, OR OTHERWISE ALIENATE THE PROPERTY HEREIN DESCRIBED WITHOUT THE WRITTEN CONSENT OF BENEFICIARY.

8. THAT ALL DEFAULTED PAYMENTS AND ALL SUMS ADVANCED BY MORTGAGEE, AS PROVIDED FOR HEREIN, SHALL, FROM THE DATE DUE, BEAR INTEREST AT THE RATE OF TEN (10%) PER CENT.

9. THAT BENEFICIARY MAY AT ANY TIME, WITHOUT NOTICE, RELEASE ANY OF THE PROPERTY DESCRIBED HEREIN, GRANT EXTENSIONS OR DEFERMENTS OF TIME OF PAYMENT OF THE INDEBTEDNESS SECURED HEREBY, OR ANY PART THEREOF, OR RELEASE FROM LIABILITY ANY PARTIES WHO ARE OR MAY BECOME LIABLE FOR THE PAYMENT OF SAID INDEBTEDNESS, WITHOUT AFFECTING THE PRIORITY OF THIS LIEN OR THE PERSONAL LIABILITY OF THE GRANTOR OR ANY OTHER PARTY LIABLE OR WHO MAY BECOME LIABLE FOR THE INDEBTEDNESS SECURED BY THIS INSTRUMENT.

10. THIS INSTRUMENT AND THE NOTE SECURED HEREBY ARE SUBJECT TO THE FARM CREDIT ACT OF 1971 AND ALL ACTS AMENDATORY THEREOF OR SUPPLEMENTARY THERETO, AND THE LAWS OF THE STATE OF MISSISSIPPI NOT INCONSISTENT THERewith.

11. THAT THE FAILURE OF BENEFICIARY TO EXERCISE ANY OPTION OR MAKE ANY DECISION OR ELECTION UNDER ANY TERM OR COVENANT, HEREIN EXPRESSED, SHALL NOT BE DEEMED A WAIVER OF THE RIGHT TO EXERCISE SUCH OPTION OR TO MAKE SUCH DECISION OR ELECTION AT ANY TIME.

12. THAT EACH COVENANT AND AGREEMENT HEREIN CONTAINED SHALL INURE TO THE BENEFIT OF AND BIND THE SUCCESSORS AND ASSIGNS OF BENEFICIARY AND GRANTOR.

13. THAT THE FOLLOWING ARE AUTHORIZED TO SELECT AND SUBSTITUTE ANOTHER TRUSTEE IN THE PLACE OF THE ABOVE NAMED TRUSTEE OR ANY SUCCESSOR AT ANY TIME ANY OF THEM MAY SO DESIRE, NAMELY, (1) THE BENEFICIARY HEREIN ACTING THROUGH ITS PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY, (2) ANY PERSON HOLDING THE OFFICE OF PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY OF SAID BENEFICIARY, OR (3) ANY FUTURE HOLDER OF THE INDEBTEDNESS SECURED HEREBY, IT SHALL NOT BE NECESSARY TO OBTAIN THE CONSENT OR RESIGNATION OF THE ORIGINAL TRUSTEE, OR ANY SUCCESSOR BEFORE APPOINTING ANOTHER TRUSTEE IN HIS PLACE AND ANY SUCH APPOINTEE, WHO MAY BE AN AGENT, EMPLOYEE OR OFFICER OF BENEFICIARY, SHALL HAVE FULL AND SOLE POWER AS TRUSTEE HEREIN.

14. GRANTOR FURTHER COVENANTS AND AGREES TO OBTAIN AND CARRY CREDIT LIFE INSURANCE ON THE LIFE OF GRANTOR AND/OR TO ASSIGN THE BENEFITS (BOTH CASH VALUE AND/OR DEATH BENEFITS) OF ANY EXISTING INSURANCE ON THE LIFE OF GRANTOR, WHEN REQUIRED BY BENEFICIARY, ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH AND ANY LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR.

NOW, IF GRANTOR SHALL PAY SAID INDEBTEDNESS AND KEEP AND PERFORM ALL OF THE COVENANTS AND AGREEMENTS OF THIS DEED OF TRUST, IT SHALL BECOME NULL AND VOID.

IF GRANTOR FAILS TO PAY WHEN DUE ANY SUMS SECURED HEREBY OR SHOULD GRANTOR (OR ANY ONE OF THEM) FAIL TO ABIDE BY OR PERFORM ANY OF THE AGREEMENTS CONTAINED HEREIN, BECAME 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 III, MISSISSIPPI CONSTITUTION OF 1890 WITH RESPECT TO OFFERING AND SELLING REAL ESTATE IN PARCELS RATHER THAN AS A WHOLE, BEING HEREBY EXPRESSLY WAIVED) TO SATISFY THE INDEBTEDNESS HEREBY SECURED AFTER GIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE BY PUBLICATION IN SOME NEWSPAPER PUBLISHED IN THE COUNTY IN WHICH SAID LAND IS SITUATED, OR IF NO NEWSPAPER IS THEN PUBLISHED IN SAID COUNTY IN A NEWSPAPER HAVING GENERAL CIRCULATION THEREIN, FOR THREE CONSECUTIVE WEEKS PRECEDING THE DATE OF SALE, AND BY POSTING ONE NOTICE AT THE COURTHOUSE OF SAID COUNTY FOR SAID TIME.

IN CASE THE REAL ESTATE HEREIN DESCRIBED IS SITUATED IN MORE THAN ONE COUNTY, OR IN MORE THAN ONE JUDICIAL DISTRICT OF A COUNTY OR COUNTIES, A FORECLOSURE SALE OF ALL OF SAID REAL ESTATE MAY BE MADE IN ANY ONE OF THE COUNTIES OR JUDICIAL DISTRICTS IN WHICH ANY PART THEREOF IS SITUATED, AFTER GIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE IN THE MANNER ABOVE DESCRIBED IN EACH COUNTY AND JUDICIAL DISTRICT IN WHICH ANY PART OF SAID LAND LIES.

IN THE EVENT OF FORECLOSURE THE PROCEEDS SHALL BE APPLIED (1) TOWARDS PAYMENT OF THE EXPENSE OF EXECUTING THIS TRUST, INCLUDING A REASONABLE TRUSTEE'S FEE AND A REASONABLE ATTORNEY'S FEE (BOTH OF WHICH FEES SHALL ACCRUE IMMEDIATELY UPON INSTRUCTIONS BEING MAILED OR OTHERWISE DIRECTED TO THE TRUSTEE TO FORECLOSE), (2) TOWARD LIQUIDATION OF THE INDEBTEDNESS SECURED HEREBY, AND (3) ANY BALANCE SHALL BE PAID TO THE GRANTOR OR PERSONS ENTITLED THERETO.

WITNESS THE SIGNATURE OF GRANTOR, THIS 22nd DAY OF April, 1976

Minor Banks Lewis
Minor Banks Lewis
Minor Morrow LeBlond
Minor Morrow LeBlond
Lewis Morrow, Jr.
Lewis Morrow, Jr.

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

Minor Banks Lewis, Minor Morrow LeBlond, and Lewis Morrow, Jr., all non-residents of the state of Mississippi, except Minor Banks Lewis who is a domiciliary and permanent resident of Mississippi.

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 23rd DAY OF April, 1976

(SEAL)

MY COMMISSION EXPIRES 5-30-76

[Signature]
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 _____

[Signature]
(OFFICIAL CAPACITY)

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT THIS DEED OF TRUST WAS FILED FOR RECORD IN MY OFFICE AT 2:50 O'CLOCK P M. ON THE

4 DAY OF May, 1976 AND DULY RECORDED ON THE _____ DAY OF _____

19____ ON PAGE _____ OF BOOK _____ OF THE LAND MORTGAGE RECORDS IN MY OFFICE.

WITNESS MY HAND AND OFFICIAL SEAL ON THIS _____ DAY OF _____, 19____

STATE OF MISSISSIPPI, DE SOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 50 minutes P. M. 4 day of May, 1976, and that the same has been recorded in Book 199 Page 407 records of REAL ESTATE Trust Deed of said County.

Witness my hand and official seal this 5 day of May, 1976.

Fee \$ 6.00

SEAL H. H. Ferguson

PARTIAL RELEASE

For and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, BAILEY MORTGAGE COMPANY ----- does hereby release from the lien of the Deed of Trust given by ALBERTINE-McCRORY REALTY COMPANY, A Tennessee Corporation, for the benefit of BAILEY MORTGAGE COMPANY -----, which Deed of Trust is dated July 3, 1975, and recorded in Deed of Trust Book 188, Page 301 of the Trust Deed Records of DeSoto County, Mississippi, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, the following land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

Lot 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.

In all other respects said Deed of Trust recorded in Deed of Trust Book 188, Page 301 shall remain in full force and effect.

The Chancery Court Clerk of DeSoto County, Mississippi, is hereby authorized to record this Partial Release and make a proper notation upon the margin of said Deed of Trust.

WITNESS the signature of the Grantor this, the 21 day of April, 1976.

BAILEY MORTGAGE COMPANY

By Paul J. Salvo
 (Name) Paul J. Salvo
 COMP'TROLLER
 (Title)



STATE OF MISSISSIPPI

COUNTY OF HINDS

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, (Name) Paul J. Salvo, the (Title) Comptroller of BAILEY MORTGAGE COMPANY, who acknowledged that he signed and delivered the foregoing Partial Release on the date mentioned therein and for the purposes expressed as the act and deed of said company, he being authorized so to do.

GIVEN this, the 21 day of April, 1976, under my hand and Official Seal.

(SEAL)

Lucas Brown
NOTARY PUBLIC

My Commission Expires Oct. 31, 1978

My Commission Expires: _____



STATE OF MISSISSIPPI, HINDS COUNTY

I certify that the within instrument was filed for record at 2 o'clock 40 minutes P.M. 4 day of May 1976, and that the same has been recorded in Book 199 Page 411 record of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 5 day of May 1976.

350

H. P. Sugrue

PARTIAL RELEASE

For and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, BAILEY MORTGAGE COMPANY - - - - - does hereby release from the lien of the Deed of Trust given by P-Y, INC., A Tennessee Corporation, - - - - - for the benefit of BAILEY MORTGAGE COMPANY - - - - - which Deed of Trust is dated October 3 , 1975, and recorded in Deed of Trust Book 192, Page 173 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. 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.

In all other respects said Deed of Trust recorded in Deed of Trust Book 192, Page 173 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 19 day of April, 1976

BAILEY MORTGAGE COMPANY

By Paul J. Salvo
 (Name) Paul J. Salvo,
 COMPTROLLER
 (Title)



STATE OF MISSISSIPPI
COUNTY OF HINDS

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, (Name) PAUL J. SALVO, the (Title) Comptroller of BAILEY MORTGAGE COMPANY, who acknowledged that he signed and delivered the foregoing Partial Release on the date mentioned therein and for the purposes expressed as the act and deed of said company, he being authorized so to do.

GIVEN this, the 19 day of April, 1976, under my hand and Official Seal.

(SEAL)

[Signature]
NOTARY PUBLIC

My Commission Expires: My Commission Expires Oct. 31, 1978

STATE OF MISSISSIPPI HINDS COUNTY

I certify that the foregoing instrument was filed for record at 2 o'clock 40 minutes P. M. on the 19 day of May, 1976, and that the same has been recorded in Book 199 Page 413 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this 5 day of May, 1976.

Notary Public \$3.50

[Signature]

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, CAMERON-BROWN COMPANY of 2605 Nonconnah Blvd. Suite 120, Memphis, Tn., does hereby release from the lien of the Deed of Trust given by PHILIP MORTON AND COMPANY, INC., A Mississippi Corporation, for the benefit of said CAMERON-BROWN COMPANY ----- which Deed of Trust is dated August 31, 1973, and recorded in Deed of Trust Book 165, Page 219 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 76, Section "B", Hernando Estates Subdivision, (City of Hernando), 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 all other respects said Deed of Trust recorded in Deed of Trust Book 165, Page 219 shall remain in full force and effect.

The Chancery Court Clerk of DeSoto County, Mississippi, is hereby authorized to record this Partial Release and make a proper notation upon the margin of said Deed of Trust.

WITNESS the signature of the Grantor this, the 22nd day of April, 1976.

BY Frank B. Williams
Frank B. Williams, Trustee

CAMERON-BROWN COMPANY
By Robert H. Hardin
(Name) Robert H. Hardin
Asst. Vice President (Title)

STATE OF MISSISSIPPI
COUNTY OF HINDS

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, (Name) Robert H. Harbin, the (Title) Asst. Vice President of CAMERON-BROWN COMPANY, who acknowledged that he signed and delivered the foregoing Partial Release on the date mentioned therein and for the purposes expressed as the act and deed of said company, he being authorized so to do.

GIVEN under my hand and Official Seal this, the 22nd day of April, 1976.



(SEAL)

W. Chad Chisler
NOTARY PUBLIC

My Commission Expires: 10/3/77

STATE OF MISSISSIPPI
COUNTY OF HINDS

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Frank B. Williams, Trustee to me known to be the person as described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal at office this 22nd day of April, 1976.

W. Chad Chisler
NOTARY PUBLIC

My Commission Expires: 10/3/77



(Page 2 of 2)

STATE OF MISSISSIPPI HINDS COUNTY
I certify that the foregoing instrument was filed for record at 2 o'clock 40 minutes P.M. of May 1976, and that the same has been recorded in Book 199 page 415 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 5 day of May 1976.
H. P. Ferguson

1976 3.50

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. }

KNOW ALL MEN BY THESE PRESENTS: That BAILEY MORTGAGE COMPANY
of Jackson, Mississippi, the beneficiary, does hereby certify that a certain trust deed
bearing date the 18th day of March 19 76, made and executed by NORTHWEST
BUILDERS, INC., to C.B. Henley, 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. 197 on page 631
of the Record of Trust Deeds, on the 26th day of March, A. D. 19 76, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

BAILEY MORTGAGE COMPANY

By: Paul J. Salvo
Paul J. Salvo,
COMPTROLLER

STATE OF MISSISSIPPI, }
DeSoto County. } of HINDS

Personally came and appeared before me, the undersigned authority, a Notary Public
PAUL J. SALVO, the Comptroller of
in and for County and State aforesaid, BAILEY MORTGAGE COMPANY, who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed
of said company, he being authorized so to do.

Given under my hand and seal of office this 29 day of April, A. D. 19 76.

(SEAL)

Lucille Brown

NOTARY PUBLIC

My Commission Expires: My Commission Expires OCT 31, 1978

LAHRENCI-GREENWOOD 87844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock
40 minutes P. M. 4 day of May 1976, and that the same has
been recorded in Book 199 Page 417 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this 5 day of May 1976.

Fees \$ 2.50 pd.

H. P. Ferguson CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. }

KNOW ALL MEN BY THESE PRESENTS: That BAILEY MORTGAGE COMPANY

the beneficiary, does hereby certify that a certain trust deed bearing date the 11th day of June 1975, made and executed by P-Y, INC., A Tennessee Corporation, to said company

the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No. 187 on page 17 of the Record of Trust Deeds, on the 18th day of June, A. D. 1975, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

BAILEY MORTGAGE COMPANY

By: *Paul J. Salvo*
Paul J. Salvo, COMPTROLLER

STATE OF MISSISSIPPI,
DeSoto County. of HINDS

Personally came and appeared before me, the undersigned authority, a Notary Public PAUL J. SALVO, the Comptroller of BAILEY MORTGAGE COMPANY, in and for County and State aforesaid, who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of said company, he being authorized so to do.

Given under my hand and seal of office this 19 day of April, A. D. 1976.

(SEAL)

My Commission Expires Oct. 31, 1978

Lillian Brown
NOTARY PUBLIC

My Commission Expires: _____

LAWYERS-GAZETTE-27844

STATE OF MISSISSIPPI

COUNTY

I certify that this instrument was filed for record at _____ o'clock of _____ 1976, and that the same has been entered in the _____ of said _____

of _____ 418 _____ of REAL ESTATE Trust Deed

1975 2.50

_____ 5 _____ May 1976
H. P. [Signature]

Attest
H. G. Ferguson
Chancery Clerk

By: J. E. Davis, Jr.

FOR REAL ESTATE, CHATTEL OR BOTH

Rosie Mae Hillard and
Cleophs Newsom
To DEED OF TRUST
Louis Pryne

THIS INDENTURE, Made this 25th day of May 1976
between Rosie Mae Hillard and Cleophs Newsom

of the first part,
and Louis Pryne 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 Dollars (\$2,000.00) evidenced

by one promissory note of even date bearing 10 per cent interest per annum and due and repayable in forty-eight (48) equal amortized monthly installments of \$50.73 each, the first installment due June 5, 1976 and one installment due on the 5th day of each month thereafter until paid in full.

and any further amount that the party of the second part may furnish the party of the first part during the term of the note... Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by Joel P. Walker Trustee, the part ies of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that... and all the crops of every kind to be grown by... family, or any hands, working with or under... or either as landlord or tenant or otherwise, during the term of the note... may contract, or come to be cultivated, as landlord or tenant and also... farming implements of every kind and

the land in DeSoto County, Mississippi described as follows, to-wit:

One acre in the Northeast Quarter of Section 5, Township 2, Range 7 described as beginning at a point 984 feet South of the Northeast corner of said Section 5 (which point is the Southeast corner of the Johnnie Saulsberry 60 acre tract as described in Deed Book 39, page 282); thence South 208 feet 9 inches to a point; thence West 208 feet 9 inches to a stake; thence North 208 feet 9 inches to a stake; thence East 208 feet 9 inches to the point of beginning, containing one acre.

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 part ies of the first part promptly pay the above stated indebtedness on or before the day of 1976, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part Y of the second part, his assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signature S the date written above.
Mrs. Rosie Mae Hillard
Rosie Mae Hillard
Cleophs Newsom
Cleophs Newsom

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me a notary public
Rosie Mae Hillard and Cleophs Newsom
of said County, the within named

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.
Given under my hand and official seal, this 4th day of May 1976

MY COMMISSION EXPIRES (SEAL) MARCH 24, 1979
By Sarah Bethune
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.
of said County, this day personally appeared the above named

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 30 minutes P. M. 4 day of May 1976, and that the same has been recorded in Book 199 Page 419 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 5 day of May 1976.

Fees \$ 2.50 pd. SEAL H. G. Ferguson 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 Wanda Copous Blackburn

a (an) Individual
(Corporation—Partnership—Individual)

of the first part, hereinafter designated as the Debtor, whose address is 1312 Mississippi Valley
(Street)

Blvd. Southaven DeSoto Mississippi 38671
(City) (County) (State)

said address being Debtor's Residence
(Place of Business—Residence)

First National Bank, Hernando Trustee, of the second part,
hereinafter designated as Trustee; and

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 Seventy-three hundred ninety-four
Dollars (\$ 7,394.04) evidenced by promissory note of even date here- & 04/100
with in favor of Bank, bearing interest at the rate of 12.92 per centum per annum after
providing for the payment of reasonable attorney's fees in case of default and being due and payable as
follows, to-wit:

36 monthly installments at \$205.39, first being due June 3, 1976 and each succeeding
month until 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 _____
State of Mississippi, to-wit:

Lot 601, Section C, Southaven Subdivision, in Section 23, Township 1 South, Range
8 West known as 1312 Mississippi Valley Blvd., Southaven, DeSoto, Mississippi

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 30th day of April, 1976.

By First National Bank, Hernando Wanda Copous Blackburn
By R.A. Taylor By _____

NOTE: Bank must also execute this deed of trust and security agreement if it is to be filed instead of financing statement.

STATE OF MISSISSIPPI

COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Wanda Copous Blackburn

who severally acknowledged that she 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 30th day of April, 1976

Donna J. Ray
NOTARY PUBLIC
My Commission Expires Nov. 24, 1979

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, they (he) signed, sealed and delivered the above and foregoing deed of trust and security agreement on the day and year therein mentioned, being thereunto first duly authorized _____

STATE OF MISSISSIPPI DEWITT COUNTY
I certify that this instrument was filed for record at 10 o'clock
15 minutes A.M. of May 1976, and that the same has
been recorded in Book 199 Page 420 record of REAL ESTATE Trust Deed
of said County. Witness my hand and seal this 5 day of May 1976.

Fee \$ 5.00

SEAL H. P. Ferguson

W. E. Davis by
Chancery Clerk S. Cleveland, Jr.

This instrument was prepared by:
JOHNSON & KEE
Suite 2929, Clark Tower
5100 Poplar Avenue
Memphis, Tennessee 38137

DEED OF TRUST

THIS DEED OF TRUST is made this 27th day of April, 1976, among the Grantor, FRANK DARNELL McLEAN and wife, ANNIE RUTH McLEAN,

David J. Johnson, (herein "Borrower"),
and the Beneficiary, GERMANTOWN TRUST SAVINGS AND LOAN ASSOCIATION (herein "Trustee"),
organized and existing under the laws of the State of Tennessee, a corporation
2120 Germantown Road South, Germantown, Tennessee 38138, 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:

Part of Mrs. Peel M. Haraway 3.83 acre tract as shown on the 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 Mount Pleasant Street 625 feet East of the intersection of the center of said street and east right-of-way of Frisco Railroad, said point being 145 feet east of the northwest corner of Mrs. Peel M. Haraway original 3.83 acre tract; thence east along center of said street 70 feet to a point; south 155 feet to a stake; thence west 70 feet to a stake; thence north 155 feet to point of beginning.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of TWENTY EIGHT THOUSAND AND NO/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2006; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

W. E. Davis

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 payer thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall promptly discharge any lien which has priority over this Deed of Trust, provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in, and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums.** Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in

the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty 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, Trustee shall give notice of sale by public advertisement for the time and in the manner provided by applicable law; and Lender or Trustee shall mail a copy of the notice of sale to Borrower in the manner provided in paragraph 14 hereof. Trustee, without demand on Borrower, shall sell the Property at the time and under the terms designated in the notice of sale at public auction to the highest bidder. 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 reasonable 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 five days before 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, but not limited to, 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 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. At no time shall the principal amount of the indebtedness secured by this Deed of Trust, not including sums advanced in accordance herewith to protect the security of this Deed of Trust, exceed the original amount of the Note.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender shall release this Deed of Trust without charge to Borrower. Borrower shall pay all costs of recordation, if any.

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 an 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.

24. Waiver of Homestead, Dower, Curtesy and Redemption. Borrower waives all right of homestead exemption in and equitable and statutory redemption of the Property and Borrower hereby relinquishes all right of dower and curtesy in the Property.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Frank Darnell McLean
Frank Darnell McLean —Borrower

Annie Ruth McLean
Annie Ruth McLean —Borrower

237 E. Goodman Road
Olive Branch, Mississippi 38654

Property Address

State of Tennessee, Shelby County, ss:
On this 27th day of April, 1976, before me, personally appeared FRANK DARNELL McLEAN and wife, ANNIE RUTH McLEAN, to me known to be the person(s) described in and who executed the foregoing instrument, and who acknowledged the execution of the same to be their free act and deed. Witness my hand and official seal.

My commission expires:

Notary Public

Agency Responsible for Payment of Taxes:
Mr. and Mrs. Frank Darnell McLean
237 E. Goodman Road
Olive Branch, Mississippi 38654

MSPG 209539

STATE OF TENNESSEE, COUNTY OF SHELBY :

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named FRANK DARNELL McLEAN and wife, ANNIE RUTH McLEAN, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned as their voluntary act and deed.
GIVEN under my hand and seal this 27th day of April, 1976.

My Commission Expires:

6-26-76

[Signature]
Notary Public

STATE OF MISSISSIPPI, COUNTY

I certify that this instrument was filed for record at 9 o'clock

no A. 199 423 May

REAL ESTATE

FE = \$5.50 pd

5 May 1976
H. G. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK
229 PAGE 345
THIS 17 DAY OF August 1976
H. J. Ferguson
CHANCERY CLERK

REAL ESTATE
DEED OF TRUST-MISSISSIPPI

First Payment Date	Final Payment Date	Loan Number	Date of Note	No. of Pay'ts	Amt. of Each Pay't
5/29/76	4/29/79	06516086	4/29/76	36	\$106.89
Agreed Rate of Chg.	Cash to Borrower	Recording Fee	Vehicle Ins. Premium	Household Goods Insurance Premium	
std	\$2,697.50	\$5.00	-0-	-0-	
Accident & Health Insurance Premium	Life Ins. Premium	Prin. Am't of Loan	Interest and Charges	Amount of Note	
\$163.16	-0-	\$2,863.16	\$984.88	\$3,848.04	

(GRANTORS)
(Names and Addresses)

Horace A. Patrick, Jr., & Wife,
Ina L. Patrick

(GRANTEE)

COMMERCIAL CREDIT PLAN

3090 Perkins Road South
Memphis, Tennessee 38118
~~XXXXXXXXXX~~

THIS DEED OF TRUST made the date indicated immediately above the signatures lines at the end hereof, between the above described Grantors (who reside at the address shown above) and the Trustee named in Paragraph 7 hereof, witnesseth:

- Grantors are indebted to Commercial Credit Plan, herein called Grantee for the amount of money shown in the block "Amount of Note" above, payable in installments in amounts and at times shown above.
- For the purpose of securing repayment of said loan and interest thereon after maturity at the highest legal contract rate, Grantors do hereby convey and warrant unto Trustee the real property (herein called "Realty") described in Paragraph 8 below.
- This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the Grantee under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the Grantor herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, and Grantee shall cancel this deed of record at the expense of Grantors, otherwise to remain in full force and effect.
- Grantors represent and warrant that they are the sole owners of such Realty, and that there is no encumbrance of any kind against such Realty, unless noted in Paragraph 8 below. Grantors agree (i) to pay promptly said debt, as provided herein and in Grantors promissory note, (ii) all taxes and assessments upon said Realty and or this Deed of Trust and (iii) to keep said Realty free from encumbrances and in good repairs, If Grantors should neglect or refuse to pay all taxes as aforesaid, Trustee at request of Grantee may pay all such taxes. All sums of money thus expended are secured by this Deed of Trust and shall be repayable upon demand from Grantors or may be retained from the proceeds of the sale of said Realty.
- Grantors will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazards in such reliable insurance company, or companies, as may be acceptable to Grantee or the beneficiary under the first deed of trust hereinafter referred to in Paragraph 8 below, for the maximum amount of insurance obtainable, or in such amount as may be approved by Grantee, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to Grantee, its successors or assigns, as its interest shall appear, and shall be delivered the notes secured hereby as additional security. If Grantors default in obtaining the aforesaid insurance, the Grantee or the owner or holder of said secured notes, may procure said insurance and any and all sums paid in procuring said insurance shall be covered by this conveyance and shall be due and demandable on the date of maturity of the installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred.
- 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 Grantee should deem itself or said debt insecure, then, the whole amount remaining unpaid on said promissory note shall, at the option of Grantor become due and payable at once without demand. The 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, next the amount said indebtedness then remaining unpaid, and lastly, any balance remaining shall be paid to Grantors.

7. The Trustee of this Deed of Trust is Robert Mulholland and
Shelby Tennessee 3090 Perkins Road South
Shelby County 38118 Street, 38118
from time to time. Grantee is empowered hereby to appoint substitute and/or successor Trustees

8. Description of Realty conveyed hereby: the lands and property situated in the county of DeSoto
and State of Mississippi, described as:
Lot 431, Section ---, in Brookhollow West Subdivison in 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.

Liens or Encumbrances against Realty (If none, insert "None")

9. The waiver or indulgence of any default with respect to any of the terms and conditions herein contained shall not operate as a waiver of subsequent default. Time is of the essence hereof. Any notices to Grantors shall be sufficiently given if mailed to the address of Grantors shown herein. This Deed of Trust shall inure to the benefit and be binding upon Grantors and Grantee and their respective heirs, personal representatives, successors and/or assigns.

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals, this April 30, 1976
Signed, sealed and delivered in the presence of:

Horace A. Patrick, Jr. (Seal)
Ina L. Patrick (Seal)
INA L. PATRICK
(See over for Acknowledgment)

ACKNOWLEDGMENT

STATE OF MISSISSIPPI, COUNTY OF DeSoto, TO WIT:

That on this 30th day of April, 1976, before me, the subscriber, a NOTARY PUBLIC of the State and County aforesaid, personally appeared Horace A. Patrick, Jr., and wife, Ina L. Patrick

the Grantors named in the Deed of Trust appearing on the reverse side herof and acknowledged that they executed and delivered the same on the day and year therein mentioned.

Given under my hand the day and year above written.

My Commission expires My Commission Expires December 7, 1978

(Notarial Seal)

Robert H. Taylor Notary Public

By: No. Recorded at of Received at Co. ROBERT J. WIFE, HORACE DE

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock minutes a. M. 5 day of May 1976, and that the same has been recorded in Book 199 Page 427 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 5 day of May 1976.

Fees \$ 3.00 pd.

SEAL H. P. Ferguson CLERK

Medline Clerk Deputy 76 day

H. J. Ferguson
CHANCERY CLERK

DEED OF TRUST

THIS INDENTURE, made this 20th day of April, 1976 between
MILDRED L. SELLERS, a widow, party
of the first part, and WILLIAM W. WATTS and wife, NORMA B. WATTS,
parties of the second part.

WITNESSETH, That whereas said party of the first part, being
indebted to said parties of the second part in the sum of FIVE THOUSAND
AND NO/100-----(\$5,000.00)-----DOLLARS
evidenced by two notes bearing interest at the rate of Eight (8%) per-
cent per annum from date until paid and being payable in the following
manner to-wit:

Note No. 1 in the amount of \$2,5000.00 being due and payable
six (6) months from date.

Note No. 2 in the amount of \$2,500.00 being due and payable
one(1) year from date.

And 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 Security
Title Company, Trustee, the party of the first part has this day granted,
bargained and sold to the said Trustee the following described property,
located in the County of DeSoto and State of Mississippi, viz:

Lot No. 4 of Ridge View Subdivision, as shown on plat
appearing of record in Plat Book 12, Pages 41-44 in the
land records of DeSoto County, Mississippi, in the Office
of the Chancery Clerk of said County, to which recorded
plat reference is made for a more particular description of
said lot. Said property is located in Section 26, Township 1,
Range 7 West.

This is a second mortgage deed of trust. The property herein conveyed is
encumbered by the lien of a deed of trust of record in Book 182, Page 307
of the Chancery Court Clerk's Office, 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 directed.
Should the party of the first part promptly pay the above stated indebt-
edness on or before the 20th day of April, 1977, 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
the 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 her signature the date written above.

Mildred L. Sellers

STATE OF MISSISSIPPI)
COUNTY OF DESOTO)

Personally appeared before me, Lee V. Hamberlin
of said County, the within named MILDRED L. SELLERS who acknowledged
that she signed and delivered the foregoing Deed of Trust on the day
and year therein mentioned.

GIVEN under hand and official seal this 20th day of April, 1976.



Lee V. Hamberlin
Notary Public

My Commission Expires:

12/5/78

STC-34073

Property Address: Douglas Road, Olive Branch, Mississippi

THIS INSTRUMENT PREPARED BY:
Lee V. Hamberlin, Attorney
5865 Ridgeway Parkway #104
Memphis, Tennessee 38138

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
15 minutes A. 5 day of May 1976, and that the same has
been recorded in Book 199 Page 429 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 5 day of May 1976.

Fees \$ 3.50 pd.

SEAL H. P. Ferguson CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1968)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

D. E. Hunt

of the first part, hereinafter designated as the Grantor,

Dudley B. Bridgforth, Jr. 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 One Thousand One Hundred and No/100-----DOLLARS (\$1,100.00) 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 ^{from} ~~after~~ date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Due and payable on or before the 3rd 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:

One acre in the shape of a square situated in the Northwest Quarter of Section 30, Township 2, Range 7 West, and being more particularly described as BEGINNING at an iron pin in the North right of way of Nesbit-Pleasant Hill Road at a point that is 260 feet West of the East line of the Southwest Quarter of the Northwest Quarter of said Section 30; thence West along said road right of way 210 feet to an iron pin; thence North 4 degrees 39 minutes West 210 feet to an iron pin; thence North 85 degrees 21 minutes East 210 feet to an iron pin; thence South 4 degrees 30 minutes East 210 feet to the point of beginning and being the same property conveyed to Marion Lester, Jr., as shown by deed of record in Deed Book 91, Page 526 of the Land Deed Records, DeSoto County, Mississippi.

INDEXED BY AUTHORITY IN BOOK
259 PAGE 270
MAY 19 DAY OF May 1980
H. J. [Signature]
CHANCERY CLERK

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 338 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, or, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 23rd day of July 1976.

D. E. Hunt
D. E. Hunt

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 D. E. Hunt

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 23rd day of July, 1976.

My Commission Expires: Jan. 18, 1977 *Ernest M. Seltzer*
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 15 minutes A. M. 5 day of May 1976, and that the same has been recorded in Book 199 Page 431 records of REAL ESTATE Trust Deed of said county.
Witness my hand and seal this 5 day of May 1976.
Fees \$ 5.00 *H. P. Ferguson*

434

CANCELLED BY AUTHORITY RECORDED IN BOOK
257 PAGE 662
THIS 11 DAY OF April 1980
CHANCERY CLERK



DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between Howard Harville, and wife, Sarah M. Harville

of the first part, hereinafter designated as the Grantor,

James E. Woods Trustee, of the second part, hereinafter designated as Trustee, and

Peoples Bank and Trust of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Nine thousand one hundred seventy eight and 08/100-----DOLLARS (\$ 9178.08) 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 48 monthly installments of \$191.21 each with the first installment being due on or before the 5th of June, 1976 and one installment payable on or before the same day of each succeeding month thereafter until paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto

State of Mississippi, and more particularly described as follows, to-wit: Lot No. 1 Beginning at the NW corner of the SW 1/4 of the NE 1/4 of Section 29, T2S, R5W and run S 0° 08' W 2062.5 ft. to a stake; thence run S 89° 58' E 1066 Ft. to a stake; thence run N 32° 28' W 889.6 Ft. to a stake in the center of a road; thence run with the center line of said road as follows: N 21° 37' W 545 Ft.; thence run N 32° 47' W 206.5 Ft.; thence run N 33° W 381 Ft.; thence run N 25° 09' W 299.6 Ft. to the point of beginning. Containing 25 acres more or less, and except 12 acres sold to James R and Mary D Luttrell on November 29, 1974.

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, the fire, war and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impose the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing the payment of the whole or any part of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure or pay the taxes and herein required, the beneficiary, or the owner or holder of the said secured notes, may procure or 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 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 trustee 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 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 April 19 76

Howard Harville
Howard Harville
Sarah M Harville
Sarah M Harville

STATE OF MISSISSIPPI,
COUNTY OF Marshall.

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Howard Harville, and wife Sarah M Harville

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 April

My Commission Expires: May 18, 1976

Arthur B. Jones
Notary Public



STATE OF MISSISSIPPI, COUNTY OF Marshall

I certify that this instrument was filed for record at 10 o'clock of 15 minutes A.M. of 5 May 1976, and that the same has been recorded in Book 199 of 434 records of REAL ESTATE Trust Deed

Witness my hand

5

H. P. Segerson
May 1976

500

STATE OF MISSISSIPPI

DESOTO COUNTY

PARTIAL RELEASE

FOR AND IN CONSIDERATION OF \$10.00 and other good and valuable consideration, We, the undersigned W. Hardy Hurdle and Oliver M. Burch, IV, do hereby discharge and release the following described land from that Deed of Trust executed by Raymond P. Poirier and Nelta W. Poirer, 1200 Colonial Hills, Southaven, Mississippi, and recorded in the land records of Desoto County, Mississippi in Trust Deed Book 197, page 168. This is a partial release and the land being released is described as lying and being situate in Desoto County, Mississippi, to-wit:

Beginning at a point that is 800 feet North and 15.8 feet West of the Southeast Corner of the West One-Half of the Northwest Quarter of Section 33; thence South 0° 39' West along the West line of a County Road a distance of 80.00 feet; thence North 53°40' West a distance of 539.30 feet; thence North 41°23' East a distance of 108.09 feet; thence South 48°37' East a distance of 485 feet to the point of beginning, containing one acre, more or less.

This is a partial release and shall not effect or impair the security of the Deed of Trust on the remaining land described in said Deed of Trust.

DONE THIS THE 26th DAY OF APRIL, 1976.

W. Hardy Hurdle
W. HARDY HURDLE

Oliver M. Burch, IV
OLIVER M. BURCH, IV

STATE OF MISSISSIPPI
MARSHALL COUNTY

Personally appeared before me, the undersigned authority in and for said County and State, Oliver M. Burch, IV, whose signature appears to the foregoing instrument, who acknowledged that he signed and delivered said instrument on the day and year of its date for the purpose stated therein.

WITNESS my hand and seal of office this the 26th day of April, 1976.

(S E A L)

My commission expires: _____

Francis M. Graham
NOTARY PUBLIC

STATE OF GEORGIA
COUNTY OF State at Large

Personally appeared before me, the undersigned authority in and for said County and State, W. Hardy Hurdle, whose signature appears to the foregoing instrument, who acknowledged that he signed and delivered said instrument on the day and year of its date for the purpose stated therein.

WITNESS my hand and seal of office this the 26 day of April, 1976.

(S E A L)

My commission expires: _____
My Commission Expires 4-11-80

W. Hardy Hurdle
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 15 minutes A. M. 5 day of May 1976; and that the same has been recorded in Book 199 Page 437 records of REAL ESTATE TRUST DEED of said County.

Witness my hand and seal this 5 day of May 1976.

2.50

W. Hardy Hurdle
W. Hardy Hurdle

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Peoples Bank & Trust,
of Olive Branch, Miss the beneficiary, does hereby certify that a certain trust deed
bearing date the 31 day of August 1972, made and executed by Billy Preston Wallace
& Carol Ann Wallace, John A. Fite Memphis, Tenn. to Peoples Bank & Trust
& Emma Virginia Fite
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 147 on page 433
of the Record of Trust Deeds, on the 8th day of Sept A. D. 1972, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Peoples Bank & Trust, Olive Branch, Miss.

[Signature]

STATE OF MISSISSIPPI, }
DeSoto County.

Personally came and appeared before me, the undersigned authority Aurelia B. Jones, a Notary Public
in and for County and State aforesaid, Janice C. Payne, Ass't. Cashier who acknowledged that he signed and
Peoples Bank and Trust
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 29th day of April A. D. 1976

[Signature]
Notary Public

MY COMMISSION EXPIRES MAY 18, 1976



STATE OF MISSISSIPPI, }
DE SOTO COUNTY

I certify that the above instrument was filed for record at 10 o'clock
15 minutes A. M. of 5 of May 1976, and that the same has
been recorded in Book 199 of 438 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal to the 5 of May 1976.

WES 2.50

[Signature]

Assignment of this Instrument Recorded in

Real Estate TID No. 204 Page 522

This the 4 day of Oct 1976

H. D. [Signature]

Assignment of this Instrument Recorded in

Real Estate TID Book No. 199 Page 447

This the 6 day of May 1976

H. D. [Signature]

Assignment of this Instrument Recorded in

Real Estate TID Book No. 199 Page 447

This the 6 day of May 1976

H. D. [Signature]

DEED OF TRUST

LEON VANSTORY AND WIFE, INEZ VANSTORY to S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation, duly authorized to do business in the State of Mississippi.

In consideration of \$10.00, in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, State of Mississippi, to-wit:

Lot 578, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith, in the amount of Five Thousand Eight Hundred Dollars and No Cents (\$5800.00) Dollars, bearing interest at the rate of 10 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Monthly installments of \$ 76.66 each beginning the 1st day of June, 1976, with a like installment due and payable on or before the 1st day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear ten (10) per cent interest from date made, and due on demand.

(C) Also to secure any renewal or extension of all or any part of any of the above described indebtedness, and the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors agree and bind themselves as follows: To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the notes secured hereby; to pay all expenses and costs in any way incident to this trust deed; to keep said property free from all tax liens of every kind; to keep the improvements thereon in reasonable repair and not permit waste of said property; to keep the improvements thereon fully insured in acceptable companies against loss by tornado and fire, payable in the event of loss to the owner, or owners of said indebtedness as their interest may appear.

III. All payments made as well as the proceeds of all property described in this deed of trust and all collaterals held by the holder of the indebtedness secured by this deed of trust whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by the holder of the indebtedness secured by this deed of trust as they deem to their best interest and at their election.

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every

kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable trustee's fee and the expenses of executing this trust.

V. The owner, or owners of said indebtedness whether they be the original owner, or owners by assignment, may, whenever they deem fit appoint a trustee in the place of the one herein named, or any subsequent trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted trustee shall have all the powers of said original trustee.

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 14th day of September, 1975.

Leon Vanstory
Leon Vanstory

Inez Vanstory
Inez Vanstory

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named LEON VANSTORY AND WIFE, INEZ VANSTORY, who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 14th day of September, 1975.

Virginia M. Wiley
NOTARY PUBLIC

My commission expires:
My Commission Expires January 30, 1980



STATE OF MISSISSIPPI, DESO COUNTY

I certify that the instrument was filed for record at 2 o'clock 25 minutes P. of May 1976, and that the same has been recorded in Book 439 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this 5 day of May, 1976.

Fees \$3.50 and

SEAL H. H. Ferguson

SUBSTITUTION OF TRUSTEE

WHEREAS, on December 19, 1975, DAVID LOGAN executed a Real Estate Deed of Trust to George S. McIngvale, Trustee for the benefit of SECURITY BANK OF HERNANDO, which Deed of Trust is recorded in the Real Estate Trust Deed records of DeSoto County, Mississippi, in Book 175, page 177, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi; and

WHEREAS, said Deed of Trust authorized the appointment and substitution of another Trustee in the place and stead of the Trustee named in said Deed of Trust, and Security Bank of Hernando desires to appoint WILLIAM F. HAGAN as substitute trustee in the place and stead of George S. McIngvale.

NOW, THEREFORE, SECURITY BANK OF HERNANDO, a banking corporation acting by and through its duly authorized officers, does hereby nominate, constitute, and appoint WILLIAM F. HAGAN as Substitute Trustee in the aforesaid Deed of Trust in the place and stead of George S. McIngvale, and WILLIAM F. HAGAN shall have the same authority and powers as the Trustee originally named in said Deed of Trust.

IN WITNESS WHEREOF, SECURITY BANK OF HERNANDO has caused this instrument to be signed and its official seal to be affixed hereto this the 5th day of May, 1976.

SECURITY BANK OF HERNANDO

BY [Signature]

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named T.R. Hurdle, who acknowledged to me that he is the President of SECURITY BANK OF HERNANDO, a banking corporation, and that for and on behalf of said Corporation and as its act and deed, he signed, sealed, and delivered the above and foregoing instrument of writing on the day and in the year of its date, he being first duly authorized so to do.

Given under my hand and official seal of office, this the 5th day of May, 1976.

[Signature]
Notary Public

MY COMMISSION EXPIRES:
8-11-76

STATE OF MISSISSIPPI, DE SOTO COUNTY
50 A 5 199 441 May 6
filed for record at 11 o'clock
and that the name has
REAL ESTATE TRUST DEED
2.50
6 May 1976
H. F. [Signature]

MEMPHIS BANK AND TRUST COMPANY,
GRANTOR

TO

MARAGAY, INC., GRANTEE

PARTIAL RELEASE

For and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, Memphis Bank and Trust Company does hereby release from the lien of that certain deed of trust given by Maragay, Inc. to Memphis Bank and Trust Company being dated December 28, 1973 and recorded in the office of the Chancery Clerk of DeSoto County, Mississippi in Trust Deed Book 170, page 79 the hereinafter described land in DeSoto County, Mississippi described as follows, to-wit:

Lot 4, Maragay Subdivision as per plat thereof recorded in Plat Book 14, Pages 19-20 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 26, Township 1, Range 7.

The lien on the remaining land which has not been previously released remains in full force and effect.

The Chancery Clerk of DeSoto County, Mississippi is hereby requested and authorized to record this release and to make any and all marginal notations to fully perfect the same.

Witness the signature this the 4th day of MAY, 1976.

MEMPHIS BANK AND TRUST COMPANY

By [Signature]
Executive 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 Howard L. Golwen who, for and on behalf of Memphis Bank and Trust Company acknowledged that he signed and delivered the above and foregoing Partial Release on the day and date therein mentioned as his free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 4th day of MAY, 1976.

[Signature]
Notary Public

My Commission Expires:
My Commission Expires August 3, 1977



STATE OF TENNESSEE COUNTY OF SHELBY
Instrument recorded for record at 10 o'clock
05 A 6 442 May
199

2.50

6 May 1976
[Signature]

CANCELLED BY AUTHORITY RECORDED IN BOOK
201 PAGE 491
THIS 28 DAY OF June 1976
H. D. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
L. A. N. D.

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

James L. Murphy, Inc.

of the first part, hereinafter designated as the Grantor,

James E. Woods Trustee, of the second part, hereinafter designated as Trustee, and

James W. Amos, LTD. 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 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:

Note is due on or before thirty days after date.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto
State of Mississippi, and more particularly described as follows, to-wit:

Part of Section 13, Township 3, Range 8 and being Town Lot 329, 330, 331, 332, part of the north half of Lot 418, and the closed street between Lot 329 and the north half of Lot 418 as shown on the Plat of the Town of Hernando, Mississippi, said property being more particularly described as follows: beginning at the point of intersection of the south line of the East South Street and the east line of Church Street; thence east along the south line of East South Street a distance of 488.33 feet to a point in the west line of School Street; thence south 1 degree 06 minutes 11 seconds

east along the west line of School Street a distance of 133.63 feet to a point; thence north 88 degrees 51 minutes 05 seconds west a distance of 262.86 feet to a point; thence south 3 degrees 39 minutes 05 seconds west a distance of 112.62 feet to a point in the north line of east Park Street; thence south 89 degrees 51 minutes 25 seconds west along the north line of east Park Street a distance of 216.99 feet to a point in the east line of Church Street; thence north 0 degrees 56 minutes 02 seconds west along the east line of Church Street a distance of 241.30 feet to the point of beginning.

This is a second Deed of Trust to that certain Deed of Trust given by James L. Murphy, INC. to Tom B. Scott, Jr., Trustee for First Federal Savings and Loan Association of Jackson, which is recorded in Deed of Trust Book 172, Page 395, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the notes secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 20th day of April 19 76

JAMES L. MURPHY, INC.

By: *James L. Murphy*
James L. Murphy, 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

James L. Murphy,

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 20th day of April 19 76

My Commission Expires: Jan. 29, 1980

Dolores M. Smith
Notary Public



STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid,

James L. Murphy, President

respectively of the above named JAMES L. MURPHY, 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 thereto first duly authorized so to do.



Given under my hand and official seal of office, this the 20th day of April 1976

Dalton M. South
Notary Public

My Commission Expires Jan 29, 1980

JUST

Trustee

1976

M.

Clerk

ancery Court

as filed for

M., on

1976

day of

Office

this

Clerk

D. C.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 10 minutes A.M. 6 day of May 1976, and that the same has been recorded in Book 199 Page 443 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 6 day of May 1976.

Fees \$ 5.00 pd.

SEAL

H. P. Sugrue CLERK

File

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Book

day

FILED

1976

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS AND LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Leon Vanstory and wife, Inez Vanstory dated September 14, 1975, recorded in Book 199, at Page 439 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$5,800.00, the principal unpaid balance of which the undersigned warrants to be \$5,800.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 6th day of May, 1976.

S & W CONSTRUCTION COMPANY OF TENN., INC.

By Bert Manchik
BERT MANCHIK, SALES MANAGER

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named BERT MANCHIK, SALES MANAGER OF S & W CONSTRUCTION COMPANY OF TENN., INC., who acknowledged that he signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 6th day of May, 1976.

Robert M. Smith
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY
This document was filed for record at 8 o'clock
10 A 6 199 447 May
Book 199 Page 447 of REAL ESTATE Trust Deed
1976

2.50

H. H. Sugar
1976

AUTHORITY TO CANCEL

TO: CHANCERY CLERK
Dezote COUNTY
Hernando, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction and cancel of record that certain Deed of Trust executed by ALLEN FORREST ESTES and wife, LILLIAN J. ESTES

to Stuart Robinson, Trustee for BANKERS TRUST SAVINGS AND LOAN ASSOCIATION
Beneficiary, date March 29th,
19 71, and duly recorded in Book 126 at Page(s) 415
of your records.

WITNESS the signature of the corporation, this the 20th day
of April, A.D., 19 76.



ATTEST:
Alan V. Phillips
Alan V. Phillips, Assistant Vice President

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION
BY: Eldredge Boyd
Eldredge Boyd, Senior Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the undersigned Notary Public in and for said County and State, Eldredge Boyd and Alan V. Phillips, known to me to be the Senior Vice President, and Assistant Vice President, respectively, of the within named BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, a Mississippi corporation, who acknowledged to me that for and on behalf of said corporation and as its act and deed, they signed and delivered the above and foregoing Authority to Cancel on the day and year therein set out, and for the intent and purposes therein expressed, they being first duly authorized to do by said corporation.

GIVEN under my hand and official seal of office, this the 20 day of April, A.D., 19 76.

Vicky Bower
NOTARY PUBLIC

My commission expires:
My Commission Expires June 18, 1979



30 A 5 199 May 448 2 o'clock
6 May
2.50

EXCELLED BY AUTHORITY: RECORDED IN BOOK
607 PAGE 635
THIS 16th DAY OF Oct. 1976
W. E. Davis
Chancery Clerk
By: P. Starkey, sc

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 30th day of April, 1976, by and between

WILLIAM G. HEWGLEY, JR. and wife, EDYTHE J. HEWGLEY,
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 St., Jackson, Mississippi, hereinafter called the Beneficiary;

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described real estate, together with all buildings and improvements thereon (or that may hereafter be erected thereon); and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all plumbing, heating, and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises, situated in the County of DeSoto, State of Mississippi, to wit:

Lot 3026, Section 0, Southaven West Subdivision, in Section 26, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 5, Pages 12-13, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The funds derived from the indebtedness secured by this deed of trust have been entirely used to pay the seller all or a part of the purchase price of the property described above.

TO HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to

BAILEY MORTGAGE COMPANY, a corporation organized and existing under the laws of the State of Mississippi, the payment of a certain promissory note of even date herewith in the principal sum of Twenty-Five Thousand Nine Hundred Fifty and No/100----- Dollars (\$ 25,950.00), with interest from date at the rate of Eight & one-half per centum (8 1/2 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Bailey Mortgage Company, 161 E. Amite St., Jackson, Mississippi, in or at such other place as the holder may designate, in writing, in monthly installments of One Hundred Ninety-Nine and 56/100 ----- Dollars (\$ 199.56), 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 (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

Assignment of this Instrument Recorded in
Real Estate T-18 Book
No. 252 Page 39
This the 8th day of Nov. 1976
H. H. Ferguson

(b) A sum equal to the amount of 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 such premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to expire before any month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments, and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

- (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
- (II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (III) interest on the note secured hereby; and
- (IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2c) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under (b) of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of (a) of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the indebtedness secured hereby, whether due or not.

9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within sixty (60) days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the said time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note 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 thereto 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 G. Hewgley, Jr.
William G. Hewgley, Jr.

Edythe J. Hewgley
Edythe J. Hewgley

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

Personally appeared before me Deborah B. Ansbro, the undersigned Notary Public in and for the said County, the within named William G. Hewgley, Jr., and Edythe J. Hewgley, 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 30th day of April, 19 76.

My Commission expires: 1-8-80

Deborah B. Ansbro
Notary Public

STATE OF MISSISSIPPI
COUNTY OF Desoto

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 30 minutes P M., 5 day of May, 1976, and that the same has been recorded in Book 199 Page 449 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 6 day of May, 1976.

Fees \$ 5.00 pd.

SEAL H. P. Sigurno CLERK

CANCELLED BY AUTHORITY RECORDS
 223 PAGE 809
 THIS 18 DAY OF April 1978
 CHANCERY CLERK

DEED OF TRUST
 LAND

THIS INDENTURE, this day made and entered into between

WILBUR L. BATES and wife, CAROLYN BATES,

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

----- DOLLARS
 that certain January 31, 1975,
 (\$ -----) evidenced by / promissory note ~~of xxxxx~~ dated ~~xxxxxx~~ in favor of
 as set forth in said note,
 the beneficiary, bearing interest at the rate of ~~xxxxxx~~ ~~xxxxxx~~ ~~xxxxxx~~

, providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit:

As set forth in said Promissory Note dated January 31, 1975.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSoto,

State of Mississippi, and more particularly described as follows, to-wit:

Lot 338, Section "B", Revised, Greenbrook Subdivision, Section 19, Township 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.

By way of explanation, this Deed of Trust is given as security for the indebtedness evidenced by that certain Promissory Note given by Wilbur L. Bates and wife, Carolyn Bates, for the benefit of and payable to First National Bank, Southaven, Mississippi, (said bank now being now known as FIRST NATIONAL BANK, HERNANDO, MISSISSIPPI); said Note dated January 31, 1975, and Deed of Trust of even date therewith given on real property known as "Lot 42, Section "A", Brook Hollow Subdivision, in Section 24, Township 1 South, Range 8 West, DeSoto County, Mississippi; said Trust Deed recorded in Book 183, Page 170 in the Office of the Chancery Clerk of said county; said Trust Deed in Book 183, Page 170 to be cancelled as of this date.

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 858 of the Mississippi Code of 1943 and amendments if any thereto; and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in each reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the 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, 1976. XI

Wilbur L. Bates
 Wilbur L. Bates
Carolyn Bates
 Carolyn Bates

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 WILBUR L. BATES and wife, CAROLYN BATES, 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, 1976.
 My Commission Expires 9-2-79 *Mary K. Waller*
 Notary Public



30 P 5 199 May 452 3 11 o'clock
 6 May
 Fees \$ 5.00 pp

CANCELLED BY AUTHORITY RECORDED IN BOOK
251 Page 264
THIS 30 DAY OF Oct. 1979
H. D. Ferguson
CHANCERY CLERK

TRUST DEED

THIS INDENTURE, made this the 26th day of April, 1976, between WILLIAM McGARRATY and wife, PATRICIA ANN McGARRATY, 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 SIX THOUSAND FIFTY-SEVEN and 66/100 DOLLARS (\$6,057.66), which includes principal and interest, due and payable in 42 equal monthly installments of \$144.23 each, beginning May 23, 1976, and due the 23rd day of each subsequent and succeeding month until said principal and interest is paid in full, and any further amount that the party of the second part may furnish the party of the first part, 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:

5.04 acres in the north half of the southwest quarter of Section 35, township 1, Range 9, described as : BEGINNING at an iron pin located in the northwest corner of Lot #5 of McCarson Subdivision as recorded in Plat Book 4, Page 7, in the Office of the Chancery Clerk of said County; thence north 2°30' west a distance of 316.4 feet along a fence to a stake in the southwest corner of the Doty Tract; thence north 85°00' east on Doty's south line 333.2 feet to an iron pin in Doty's south corner; thence north 24°38' east 623.8 feet to an iron pin; thence north 88°34' east 119.0 feet to an iron pin; thence south 18°17' west 1,014.0 feet to a point in Honey-suckle Lane; thence north 72°30' west 192.49 feet to a point in the northeast corner of said Lot #5; thence south 85°00' west with the north line of Lot #5 208.9 feet to the point of beginning, containing 5.04 acres.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 169, Page 334, 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 this the 26th day of April, 1976.

William McGarrity
William McGarrity

Patricia Ann McGarrity
Patricia Ann McGarrity

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named William McGarrity and wife, Patricia Ann McGarrity who did acknowledge 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 26th day of April, 1976.

Bobbie M. Braswell
Notary Public

My Commission Expires:

My Commission Expires February 19, 1980

STATE OF MISSISSIPPI, DE SOTO COUNTY
This deed was recorded at 3 o'clock
P.M. and that the same has
REAL ESTATE TRUST DEED
25 P 5 May
199 455
6
2.50
May 1976

Lot 8, White Oaks sd - Hyneman

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. }

KNOW ALL MEN BY THESE PRESENTS: That M. F. White, deceased and wife, Lillian B. White
of _____ the beneficiary, does hereby certify that a certain trust deed
bearing date the 10th day of August 1970, made and executed by James H. Davis and wife
Dortha N. Davis, of _____ to B. G. Perry, 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 119 on page 370
of the Record of Trust Deeds, on the 12th day of August, A. D. 1970, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 4th day of May, 1976.

Lillian B. White
Lillian B. White, individually and
for the benefit of M. F. White,
deceased

STATE OF MISSISSIPPI, }
DeSoto County. }

Personally came and appeared before me, the undersigned authority, Notary Public
in and for County and State aforesaid, Lillian B. White who acknowledged that she signed and
both individually and for the benefit of M. F. White, deceased,
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 4th day of May, A. D. 19 76

Deborah B Ambro

Notary Public



STATE OF MISSISSIPPI }
DE SOTO COUNTY }
INSTRUMENT WAS FILED FOR RECORD AT 2 o'clock
on May 1976 and the same has
been recorded in Book 456 Page 6
of the Public Records of DeSoto County, Mississippi
this 6 day of May 1976.
2.50

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1954)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

PHILIP MORTON and wife, ANN T. MORTON,

of the first part, hereinafter designated as the Grantor,

William H. Austin, Jr., Trustee, of the second part, hereinafter designated as Trustee, and

FIRST NATIONAL BANK, HERNANDO, MISSISSIPPI,

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of THIRTY-TWO THOUSAND AND NO/100 - - - - - DOLLARS (\$ 32,000.00) evidenced by one (1) promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of ten (10) per centum per - - - - - annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

On or before August 2, 1976.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto,
State of Mississippi, and more particularly described as follows, to-wit:

Lot 1, Section "A", Whit Subdivision, in the City of Hernando, Section 18, Township 3 South, Range 5 West, DeSoto County, Mississippi, as shown on plat of said subdivision recorded in Plat Book 15, Page 8 in the Office of the Chancery Clerk of said county; to which plat reference is made for a more particular description.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner, or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 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 hereto, 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 hazards 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 the payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure and pay said 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 April, 1976.

Philip Morton
Philip Morton
Ann T. Morton
Ann T. Morton

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 PHILIP MORTON and wife, *Ann T. Morton*, 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 30 day of April, 1976.

My Commission Expires: *10/14/79* *E. J. Gibson*
Notary Public

(SEAL)

STATE OF MISSISSIPPI, TENNESSEE
no P 5 4
199 457 6
4.50
H. G. Ferguson
6 May

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF DESOTO

KNOW ALL MEN BY THESE PRESNETS: That FIRST NATIONAL BANK OF SOUTHAVEN, the beneficiary, does hereby certify that a certain trust deed bearing the date of the 22nd day of February, 1974, made and exeucted by William McGarrity and wife, Patricia Ann McGarrity, to David A. Gustafson, Trustee for First National Bank of Southaven, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Book 171, Page 590 of the Record of Trust Deeds, on the 27th day of February, 1974, is now fully paid and satisfied; and We, do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by Law.

WITNESS our signatures this the 30th day of April, 1976.

FIRST NATIONAL BANK OF SOUTHAVEN

BY: G. L. Crowson

ATTEST:

Richard A. Taylor

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction, Richard Taylor and G. L. Crowson who acknowledged that as Assistant Vice President 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 on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 30th day of April, 1976.

Dorcas J. Ray
Notary Public



My Commission expires:

My Commission Expires Nov. 24, 1979!

STATE OF MISSISSIPPI

25 P

5
199

460
May

COUNTY instrument was filed for record at 3 o'clock 1976, and that the same has been recorded in the records of REAL ESTATE TRUST DEED

1976

H. G. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
L. A. N. D.

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

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-seven Thousand, Two Hundred and no/100----- DOLLARS
(\$ 27,200.00) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of Ten (10) per centum per annum after
date , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

Due and repayable on or before October 26, 1976.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto
State of Mississippi, and more particularly described as follows, to-wit:

Lot 23, 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.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 338 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 26th day of April 19 76

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 26th day of *April* 19 76
Betty L. Hollowell
Notary Public

My Commission Expires *Feb. 3, 1979*

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 26 day of April 19 76

Rebecca C. Pennington

Notary Public

My Commission Expires: 9-24-79

TRUST

Trustee

19 76

M.

Clerk

Chancery Court

trust was filed for

clock M., on

19 76

day of

on page

in my office.

of office, this

19

Clerk

D. C.

CLERK

STATE OF MISSISSIPPI DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
0 minutes A. M. 6 day of May 1976, and that the same has
been recorded in Book 199 Page 461 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 6 day of May 1976.

Fees \$ 5.00 pc.

SEAL

H. P. Sugrue CLERK

37119
40156
0.238654

H. D. Ferguson
CHANCERY CLERK

DEED OF TRUST

THIS DEED OF TRUST made and entered into this 3rd day of May 19 76 by and between Foster Kenneth Brown and wife, Helen F. Brown hereinafter called the Grantors; Dale Mock hereinafter called the Trustee; Homemakers Finance Service, Inc., a New York Corporation, and having its business office and post office address at 1389 Stateline Rd., P. O. Box 213, Southaven, Miss. 38671 Mississippi, hereinafter called the Beneficiary;

WHEREAS the Grantors are justly indebted to the Beneficiary in the full sum of Thirteen Thousand One Hundred Four Dollars & 00/100 DOLLARS (\$13,104.00) 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 84 monthly installments of \$ 156.00 each commencing on the 10th day of June 19 76 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 One Fifty Six(156), Section A, Southaven Subdivision, in Section 14, Township 1, Range 8, and shown on the revised plat of said Subdivision which is recorded in plat book 2, pages 4 and 5, in the office of the Chancery Clerk of DeSoto County, Mississippi.

National Mortgage Co. is responsible for taxes.

The undersigned covenants that the undersigned has/have exclusive and unconditional title to and possession of the above described property; that there are no liens, claims or encumbrances against same, or any part thereof, other than as shown herein.

This conveyance, however, is in trust, and should the undersigned pay the aforesaid note at maturities and otherwise perform all the terms and conditions thereof, this conveyance shall be void; otherwise, and in the event that the undersigned should fail to pay said indebtedness, or any installment or part thereof, at maturities, or should otherwise fail to perform any of the terms and conditions of said note, then said Trustee shall, upon demand of said beneficiary, its successors or assigns, whether or not all of said indebtedness shall have become due, sell, at public outcry, to the highest bidder for cash, within legal hours, and at the courthouse of the aforesaid county (or if there be two judicial districts in said county, then at the courthouse in the judicial district in which said lands are situated), the aforesaid property, after having advertised said sale by publishing notice of the time, place, and terms of such sale in some newspaper having general circulation in said county and qualified to publish same, for three consecutive weeks preceding such sale, and by posting one notice thereon for said time, at said courthouse at which said property is to be sold; and out of the proceeds of such sale, the lawful costs and expenses of foreclosure and sale, including the attorney's fees specified in the note, and a reasonable and lawful Trustee's fee therefor shall be first paid, which trustee's fee is hereby agreed shall be 15% of the principal amount of the note(s) hereby secured and remaining due and unpaid and which amount shall be in addition to the attorney's fees for collection provided in said note(s), next, the amount remaining owing under the aforesaid notes shall be paid to the beneficiary herein; and lastly, any balance remaining shall be paid to the undersigned. Any such sale may be held on any secular day.

It is agreed that all buildings on said property shall be kept fully insured from loss by fire and windstorm, and from such other casualties as may be required by said beneficiary, its successors or assigns, for the benefit of the said beneficiary and payable to it in the event of loss, as its interest may appear, for application, at the option of said beneficiary, to the repairing, reconditioning, reconstruction or replacement of the aforesaid property or to any balance remaining outstanding on the aforesaid note, or other said indebtedness, whether all thereof be then due or not; and that all taxes and other charges maturing from time to time on said property shall be kept promptly paid. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee. In event the undersigned shall neglect or refuse to obtain said insurance or pay said taxes and other charges, then said beneficiary may, at its option, but is not required to, obtain such insurance and pay all such taxes and other charges, either or all; and all sums of money expended therefor are hereby secured by this Deed of Trust, and shall be repayable with interest at 8% per annum from dates of such payments, upon demand of said beneficiary, and may be retained by said beneficiary from the proceeds of any sale of said property herein authorized. Neither the Trustee nor the beneficiary shall have any obligation to pay taxes, or other said charges, or procure insurance herein provided for; and in case any insurance procured by cancelled or otherwise expire, the said Trustee and beneficiary are hereby specifically relieved of any liability or obligation to procure other insurance, and shall have no further obligation to the undersigned in reference thereto, except the return of any unearned premium held. For default in either of said matters, the Trustee may make sale of said property, upon demand of said beneficiary, its successors or assigns, and apply the proceeds received therefrom, all as hereinbefore provided in event of default in payment of said note by the undersigned.

CANCELLED BY AUTHORITY RECORDED IN BOOK
257
THIS 25 DAY OF 116
March 1930
H. J. Ferguson
CHANCERY CLERK

This Indenture, made by and between Billy David Holland and wife, Patricia L. Holland, 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 1929, Section H, in Southaven West Subdivision in Section 22, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 3, Page 35 in the office of the Chancery Clerk of said County.

This conveyance is made in trust, however, to secure the payment of \$ 6,566.40 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 Nine and 44/100 Dollars (\$109.44) each; first of said installments being due and payable on June 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 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 28th day of APRIL, 19 30

Billy David Holland
Billy David Holland
Patricia L. Holland
Patricia L. Holland

STATE OF Tennessee
COUNTY OF Shelby

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named

Billy David Holland and Patricia L. Holland

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 28th day of APRIL

Roy M. [Signature]
Notary Public

MY COMMISSION EXPIRES [unclear] 1976



Notary Office
[unclear]
[unclear]
[unclear]
[unclear]

and wife,
parties

Trustee

AL BANK PO. Box 107
[unclear]

Clerk
order for the
certify that the
record in my

and has been

19

Clerk

guaranteed
title losses.

3.00 bill

STATE OF MISSISSIPPI
I certify that
no minutes A
been recorded
of said county

MISSISSIPPI COUNTY
in instrument was filed for record at 11 o'clock
6 day of May 1976, and that the same has
199 Page 467 records of REAL ESTATE TRUST DEED

Fees 3.00

this the 6 day of May 1976.

SEAL H. P. [Signature] CLERK



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 De Soto County, Tennessee, certain real property was conveyed by the hereinafter named grantor, to Howard E. Carter

as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed; and

WHEREAS, All of the notes described in and secured by said trust deed have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said trust deed; and

WHEREAS, Said trust deed are briefly described as follows, to-wit:

GRANTOR	Date of Instrument	Recorded	Description of Property
Leonard B. Herbison & wife, Reba D.	5-23-72	Book 142 Page 581	Lot 694, Sec. "C", Southaven Sub., Sec. 23, Township 1 South, Range 8 West, Plat Book 2, Pages 19, 20, 21, & 22 Chancery Clerk of DeSoto County, Miss.

NOW, THEREFORE, in consideration of the premises the undersigned Commercial and Industrial Bank as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claim— and convey— unto said grantor— their heirs and assigns all their right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, Commercial and Industrial Bank, covenants with the said grantor that he the legal owner, and holder of the notes described in and secured by said trust deed, and that he has the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said Commercial and Industrial Bank has hereunto set its hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 20th day of April, 19 76.

Commercial and Industrial Bank
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.

My commission expires _____ day of _____, 19____ Notary Public

STATE OF TENNESSEE }
COUNTY OF SHELBY }

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____ 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 23th day

_____ 19 76
MY COMMISSION EXPIRES SEPTEMBER 3, 1972
My commission expires _____ day of _____, 19____ Notary Public

* Do not write below this line - FOR REGISTERS USE ONLY *

STATE OF MISSISSIPPI, DESOTO COUNTY

I do hereby certify that the instrument was filed for record at 11 o'clock no A 6 199 469 May 1976, and that the same has been recorded in Book 199 at 469 of REAL ESTATE Trust Deed

2.50

H. M. Sugar May 1976

RELEASE

In consideration of the sum of One Dollar cash paid and of other valuable considerations, the undersigned Michael T. McRee, Vice President & Louise L. Redus, Ass't. Secretary acting jointly for and on behalf of, and as the act and deed of the LAMAR LIFE INSURANCE COMPANY, of Jackson, Mississippi, do hereby acknowledge full satisfaction of and payment in full of that indebtedness secured by that deed of trust executed by Clarence W. Holley and Wife, Alice C. Holley to the said the LAMAR LIFE INSURANCE COMPANY, of date April 23, 1962 and recorded in the office of the Chancery Clerk of DeSoto County, Mississippi at Hernando, Mississippi, in Book 63, Pages 281, and we do hereby fully authorize, empower and direct the said Chancery Clerk of said County to enter satisfied of record the said deed of trust and the indebtedness secured thereby on the said book and page of the said record.

Witness the hand and seal of the said the LAMAR LIFE INSURANCE COMPANY, and of the said Vice President and Assistant Secretary, this the 4th day of May 19 76.



LAMAR LIFE INSURANCE COMPANY

By Michael T. McRee
Vice President

ATTEST:

By Louise L. Redus
Assistant Secretary

STATE OF MISSISSIPPI
COUNTY OF HINDS
CITY OF JACKSON

Personally appeared before the undersigned officer in and for said County and State, the above named Michael T. McRee, Vice President, and Louise L. Redus, Assistant Secretary of the Lamar Life Insurance Company, who each acknowledge that each for and on behalf of and as the act and deed of the said the Lamar Life Insurance Company, did sign and name and affix the seal of the said Company, and sign their names as such officers, and did deliver the same, and for the purposes therein named, on the day and date thereof.

Witness my hand and seal of office this 4th day of May, 1976.

Nita Chickel
Notary Public

My Commission Expires Aug. 15, 1978

H-146



STATE OF MISSISSIPPI COUNTY OF HINDS CITY OF JACKSON
 no A 6 470 May 6
 194 470 May 6
 2.50

H. W. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1966)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

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-Eight Thousand, Four Hundred and No/100-----DOLLARS

(\$ 28,400.00) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of Ten (10) per centum per annum after
date , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

Due and repayable on or before October, 26, 1976.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid
indebtedness, as well as any extension of the same, or any part thereof, and any other or further
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto

State of Mississippi, and more particularly described as follows, to-wit:

Lot 34, 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.

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 demanded in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 338 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 26th day of April 1976

ALMAC CONSTRUCTION COMPANY, INC.

BY: *[Signature]*
 B. G. Allen, President
[Signature]
 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 26th day of April 1976
 My Commission Expires: *Feb. 3, 1979* *Betty L. Hollenell*
 Notary Public



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 26 day of April 19 76

Hebbie C. Pennington
Notary Public

My Commission Expires: 9-24-77

2015408
810.456
0.25 28654

TRUST

Trustee

9 .1976

M.

Clerk

Chancery Court

Trust was filed for

clock A. M., on

19 76

day of

on page

in my office,

of office, this

19

Clerk

D. C.

THESE

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
no minutes A. M. 6 day of May 1976, and that the same has
been recorded in Book 199 Page 471 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 6 day of May 1976.

Fees \$ 5.00 pd.

SEAL

H. H. Johnson
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 1604, Section R, Greenbrook Subdivision
 in Section 30, Township 1 South, Range 7
 West, as per plat thereof recorded in Plat
 Book 11, Pages 21-22 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:

Thirty Thousand, Three Hundred
 (\$30,325.00) Twenty-Five and No/100-----Dollars due

Accrued interest at the rate stated below shall be due and payable monthly, commencing on the first day of June, 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 1st day of November, 1976.

Borrower shall pay to the Note holder a late charge of Four (4) 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.

CANCELLED BY AUTHORITY RECORDED IN BOOK

213 PAGE 111

THIS 29 DAY OF June 1972

H. D. Ferguson
 CHANCERY CLERK

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 which is 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 Sections 89-1-55 and amendments thereto of the Mississippi Code of 1972; and as to personal property 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 appointments 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 4th day of May 19 76

REEVES-WILLIAMS, INC.

BY: Jon A. Reeves
JON A. REEVES, President

BY: Robert M. Williams, Jr.
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 & 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 4th day of May 19 76

Deborah B. Ansbro 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

STATE OF MISSISSIPPI)
COUNTY OF _____)
I, the undersigned authority, hereby certify that the foregoing instrument was filed for record on the 6 day of May 1976, and that the same has been seen and approved by me, the undersigned authority, on the 6 day of May 1976.

STATE OF MISSISSIPPI)
COUNTY OF _____)
Instrument was filed for record at 11 o'clock
of 6 May 1976, and that the same has
been seen and approved by me, the undersigned authority, on the 6 day of May 1976.
3.50
H. R. Suggs

CANCELLED BY AUTHORITY RECORDED IN BOOK
210 PAGE 332
THIS 14 DAY OF April 1977
H. B. 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 1600, Section H, Greenbrook Subdivision
in Section 30, Township 1 South, Range 7
West, as per plat thereof recorded in Plat
Book 11, Pages 21-22 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:

(\$ 29,200.00) Twenty-Nine Thousand, Two Hundred----- Dollars due
Accrued interest at the rate stated below shall be due and payable monthly, commencing on the first day of June, 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 1st day of November, 1976.
Borrower shall pay to the Note holder a late charge of Four (4) 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 substantial portion 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 89-1-35 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 heretofore 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 4th day of May 19 76

REEVES-WILLIAMS, INC.

BY: Jon A. Reeves
JON A. REEVES, President

BY: Robert M. Williams, Jr.
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 ~~xxx~~ 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 4th day of May 19 76

Deborah B. Ambro Notary Public

My Commission Expires January 8, 1980



RETURN TO:
W. F. R. & B., LTD.
P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38671

STATE OF MISSISSIPPI)
COUNTY OF _____)
I, the undersigned, hereby certify that this instrument was filed for record on the 6 day of May 1976, and that the same is correct and true to the original as shown to me. Witness my hand and official seal this _____ day of _____, 1976.

Pa 3

DEED

STATE OF MISSISSIPPI) COUNTY _____)
Instrument was filed for record at 11 o'clock
of May 1976, and that the same has
been 477 of REAL ESTATE DEED
at the 6 day of May 1976.
Fee 3.50

H. H. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK:
215 PAGE 276
7th DAY OF Sept. 1977
H. B. Ferguson
CHANCERY CLERK by D. J.

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 1605, Section H, Greenbrook Subdivision in Section 30, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 11, Pages 21-22 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:

(5) 29,200.00 Twenty-Nine Thousand Two Hundred ----- Dollars due

Accrued interest at the rate stated above shall be due and payable monthly, commencing on the first day of June, 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 first day of November, 1976.

Borrower shall pay to the Note holder a late charge of four percent (4%) of any monthly interest installment not received by the note holder within fifteen (15) days after the installment is due.

- (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 which 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 89-1-35 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 4th day of May 19 76

REEVES-WILLIAMS, INC.

BY: Jon A. Reeves
Jon A. Reeves, President

BY: Robert M. Williams, Jr.
Robert M. Williams, Jr., Vice Pres.

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. _____ they are
President and Vice President, who acknowledged that _____ the
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 4th day of May 19 76

Deborah B. Anstine 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

STATE OF MISSISSIPPI)
COUNTY OF DESOTO)
I, the undersigned authority, hereby certify that the foregoing instrument was filed for record on the 6 day of May 1976 and the same is on file in my office. Page _____
Witness my hand and official seal this _____ day of _____, 19_____.
By _____
Clerk's Office

DEED

STATE OF MISSISSIPPI)
COUNTY OF _____)
Instrument was filed for record on _____ at _____ o'clock
of _____ 1976, and the same has been recorded in the
of _____ REAL ESTATE DEPARTMENT
_____ 6 _____ 1976
H. H. Segerson
3.50

CANCELLED BY AUTHORITY RECORDED IN BOOK
203 PAGE 83
THIS 12 DAY OF August 19 76
W. S. 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 1541, Section H, Greenbrook Subdivision,
in Section 30, Township 1 South, Range 7 West, as per
plat thereof recorded in Plat Book 11, Pages 21-22,
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-two Thousand, Five Hundred
(\$ 22,575.00) Seventy-Five and No/100-----Dollars due

Accrued interest at the rate stated below shall be due and payable monthly, commencing on the first day of June, 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 1st day of November, 1976.

Borrower shall pay to the Note holder a late charge of Four (4) 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 sale 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 hereon, 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 4th day of May 19 76

REEVES-WILLIAMS, INC.
 BY: Jon A. Reeves
 JON A. REEVES, President
 BY: Robert M. Williams, Jr.
 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~~
respectively President and Vice President, 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 fore-
 going 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 4th day of May 19 76
Deborah B. Anstrow Notary Public
 My Commission Expires January 8, 1979



RETURN TO:
 W. F. R. & B., LTD.
 P. O. BOX 241
 SOUTHAVEN, MISSISSIPPI 38671

DEED
 STATE OF MISSISSIPPI
 COUNTY OF Desoto
 I, the undersigned _____, County, hereby certify
 was filed for record at _____
 on the 6 day of May
 and the same is duly
 my office, _____ Page _____
 Witness my hand
 day of _____
 By _____
 Clerk's Fee: _____
 Pd. 3.50

STATE OF MISSISSIPPI)
 COUNTY)
 Instrument was filed for record at 11 o'clock
no A 6 199 481 May
 REAL ESTATE TRUST DEED
6 May 1976
H. M. Ferguson
 3.50

CANCELLED BY AUTHORITY RECORDED IN BOOK
209 PAGE 71
THIS 7 DAY OF March 1977
H. H. 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 972, Section E, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 9, Pages 44 and 45 in the office of the Chancery Clerk of DeSoto County, Mississippi.

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:

(\$ 24,800.00) Twenty-Four Thousand Eight Hundred----- Dollars due

Accrued interest at the rate stated below shall be due and payable monthly, commencing on the first day of June, 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 first day of November, 1976.

Borrower shall pay to the Note holder a late charge of four percent (4%) of any monthly interest 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 sufficient 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 4th day of May, 19 76

REEVES-WILLIAMS, INC.

BY: Jon A. Reeves
Jon A. Reeves, President

BY: Robert M. Williams, Jr.
Robert M. Williams, Jr., Vice Pres.

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. _____ they are
President and Vice President, _____ who acknowledged that ~~they~~ the
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 fore-
going 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 4th day of May, 19 76

Deborah B. Ambro
Notary Public

My Commission Expires _____



RETURN TO:
W. F. R. & B., LTD.
P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38671

STATE OF MISSISSIPPI)
COUNTY OF _____)
By _____ day of _____
Witness my hand _____
my office _____ Page _____
was filed for record _____
on the 6 day _____
and the same is _____
I, the undersigned _____
County, hereby certify _____
COUNTY OF _____
STATE OF MISSISSIPPI

DEED

STATE OF MISSISSIPPI)
COUNTY OF _____)
Instrument was filed for record at 11 o'clock
of May 1976, and that the same has
been recorded in Book 483 of REAL ESTATE DEED
Page 6
3.50
May 1976
H. H. Sigerson

H. B. 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 1542, Section H, Greenbrook Subdivision, in Section 30, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 11, Pages 21-22, 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:

(\$ 21,225.00) Twenty-One Thousand Two Hundred Twenty-Five Dollars due _____

Accrued interest at the rate stated below shall be due and payable monthly, commencing on the first day of June, 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 first day of November, 1976.

Borrower shall pay to the Note holder a late charge of four percent (4%) of any monthly interest 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 which shall be 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 sufficient 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 4th day of May 19 76

REEVES-WILLIAMS, INC.

BY: Jon A. Reeves
Jon A. Reeves, President

BY: Robert M. Williams, Jr.
Robert M. Williams, Jr., Vice Pres.

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. _____ they are
President and Vice President, _____ who acknowledged that ~~they~~ the
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 4th day of May 19 76

Deborah B. Ansbro
Notary Public

My Commission Expires My Commission Expires January 8, 1980



RETURN TO:
W, F, R., & B., LTD.
P. O. BOX 243
SOUTHAVEN, MISSISSIPPI 38674

DEED
STATE OF MISSISSIPPI)
COUNTY OF DE)
I, the undersig
County, hereby cer
was filed for record a
on the 6 day o
and the same is do
my office. Page
Witness my hand
By _____
day of _____
Clerk's Fee
702 3.50

STATE OF MISSISSIPPI)
COUNTY)
Instrument was filed for record at 11 o'clock
on May 1976, and that the same has
been filed for record in the office of the
CLERK OF THE COUNTY CLERK
no A 6
199 485
6 May 1976
3.50
H. H. Suggerson

CANCELLED BY AUTHORITY RECORDED IN BOOK
203 PAGE 163
THIS 16 DAY OF August 1976
H. B. 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 1124, Section F, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 9, Pages 46-49, 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:

(\$ 36,375.00) Thirty-Six 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 June, 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 first day of November, 1976.

Borrower shall pay to the Note holder a late charge of four percent (4%) of any monthly interest 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 sale 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 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 4th day of May 19 76

REEVES-WILLIAMS, INC.

BY: [Signature]
Jon A. Reeves, President

BY: [Signature]
Robert M. Williams, Jr., Vice Pres.

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. they are
President and Vice President who acknowledged that both the
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 4th day of May 19 76

[Signature] Notary Public

My Commission Expires _____



RETURN TO:
W, F, R, & B., LTD.
P. O. BOX 231
SOUTHAVEN, MISSISSIPPI 38671

DEED

STATE OF MISSISSIPPI)
COUNTY OF _____)

I, the undersigned authority, hereby certify that this instrument was filed for record at _____ o'clock of _____ day of _____, 1976, and that the same has been recorded in Book _____ of _____ REAL ESTATE Trust Deed.

Witness my hand and official seal this 6 day of May 1976.

[Signature]

3.50

CANCELLED BY AUTHORITY RECORDED IN BOOK
202 PAGE 147
THIS 14 DAY OF July 1976
H. C. 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 1543, Section H, Greenbrook Subdivision,
located in Section 30, Township 1 South,
Range 7 West, DeSoto County, Mississippi,
and being of record in the Chancery Clerk's
Office of DeSoto County, Mississippi, in
Plat Book 11, Pages 21-22.

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-two Thousand, Five Hundred
(22,575.00) ~~Seventy-Five and No/100~~ Dollars due

Accrued interest at the rate stated below shall be due and payable monthly, commencing on the first day of June, 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 1st day of November, 1976.

Borrower shall pay to the Note holder a late charge of Four (4) 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 said 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 19-1-55 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 4th day of May 1976

REEVES-WILLIAMS, INC.

BY: Jan A. Reeves
JAN A. REEVES, President

BY: Robert M. Williams, Jr.
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 _____

Jan A. Reeves and Robert M. Williams, Jr. who acknowledged that ^{they} ~~they~~ are 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, they having been first duly authorized so to do.

Given under my hand and official seal, this 4th day of May 1976

Deborah B. Ansbro Notary Public

My Commission Expires _____



RETURN TO:
W. F. R. & B. LTD.
P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38671

STATE OF MISSISSIPPI)
COUNTY OF _____)
I, the undersigned authority, hereby certify that the within and foregoing instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ of the said day, and that the same has been duly recorded in the _____ of _____, Book _____, Page _____.

STATE OF MISSISSIPPI)
COUNTY)
Instrument was filed for record at 11 o'clock
of May 1976, and that the same has
been duly recorded in the _____ of _____
Book 489, Page 199.

H. H. Sigerson
1976

H. B. 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 1540, Section H, Greenbrook Subdivision, in Section 30, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 11, Pages 21-22, 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:

\$ 21,675.00, Twenty-One Thousand Six Hundred Seventy-Five Dollars due _____

Accrued interest at the rate stated below shall be due and payable monthly, commencing on the first day of June, 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 first day of November, 1976.

Borrower shall pay to the Note holder a late charge of four percent (4%) of any monthly interest 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 of 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 sufficient portion 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 4th day of May 19 76

REEVES-WILLIAMS, INC.

BY: [Signature]
Jon A. Reeves, President

STATE OF MISSISSIPPI)

COUNTY OF _____)

BY: [Signature]
Robert M. Williams, Jr., Vice Pres.

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 DESSOTO)

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 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, and that on the day and year therein mentioned, they having been first duly authorized so to do.

Given under my hand and official seal, this 4th day of May 19 76

Deborah B. Ansbro Notary Public

My Commission Expires _____



RETURN TO:
W., F., R., & B., LTD.
P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38671

STATE OF MISSISSIPPI)
COUNTY OF _____)
I, the undersigned authority, hereby certify that this instrument was filed for record on the _____ day of _____, 1976, and that the same is and the same is correct and true to the best of my knowledge and belief.
Witness my hand and official seal, this _____ day of _____, 1976.
Notary Public

STATE OF MISSISSIPPI) COUNTY OF _____)
I certify that on _____ day of _____, 1976, at _____ o'clock _____ of _____, 1976, and that the same has been filed for record in the office of the Clerk of the County of _____, Mississippi, in Book _____ of said County's Records, and that the same is and the same is correct and true to the best of my knowledge and belief.
Witness my hand and official seal, this _____ day of _____, 1976.

Book 3.50 Page 199 of 491 of May 1976
Notary Public [Signature]

Lot 23, Mason S.d

STATE OF MISSISSIPPI
COUNTY OF DESOTO

ORDER TO CANCEL DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS: That Peoples Bank & Trust, the beneficiary, does hereby certify that a certain trust deed bearing date of the 16th day of May, 19 73, made and executed by Jere L. Holloman and wife, Carolyn P. Holloman, to James E. Woods, Trustee for the benefit of the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, Mississippi, in Book 161, Page 163, of the Records of Trust Deeds, on the 15th day of June, 19 73, 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 4th. day of May, 1976.

ATTEST:

PEOPLES BANK & TRUST

By: W. W. Kerr, 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 William W. Kerr and James E. Woods, who acknowledged that as President of Peoples Bank and Trust and Trustee, respectively, for and on behalf of and by authority of PEOPLES BANK & TRUST, they signed and delivered the above and foregoing instrument on the day and year therein mentioned for the purposes therein expressed.

GIVEN UNDER MY HAND and seal of office, this the 4th. day of May, 19 76.

My Commission expires:
May 18, 1976

Aurelia B. Jones
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock no minutes A M. 6 day of May, 1976, and that the same has been recorded in Book 199 Page 493 of the Records of REAL ESTATE Trust Deed of said County on the 6 day of May, 1976.
H. P. [Signature]

2.50

Lot 23, Mason s/d

STATE OF MISSISSIPPI
COUNTY OF DESOTO

ORDER TO CANCEL DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS: That Peoples Bank & Trust, the beneficiary, does hereby certify that a certain trust deed bearing date of the 12th day of October, 1973, made and executed by Jere L. Holloman and wife, Carolyn P. Holloman, to James E. Woods, Trustee for the benefit of the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, Mississippi, in Book 167, Page 337, of the Records of Trust Deeds, on the 23rd day of October, 1973, 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 4th day of May, 1976.

ATTEST:

PEOPLES BANK & TRUST

By: William W. Kerr 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 William W. Kerr, President and Peoples Bank & Trust, who acknowledged that as President of Peoples Bank and Trust and Peoples Bank & Trust, respectively, for and on behalf of and by authority of Peoples Bank & Trust, he signed and delivered the above and foregoing instrument on the day and year therein mentioned for the purposes therein expressed.

GIVEN UNDER MY HAND and seal of office, this the 4th day of May, 1976.

My Commission expires:
May 18, 1976

Cynthia B. Jones
Notary Public



STATE OF MISSISSIPPI
COUNTY OF DESOTO
no return
A
6
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May
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1976, and that the same has
REAL ESTATE
6
May
1976
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H. H. Sigerson

DEED OF TRUST

THIS DEED OF TRUST is made this 30th day of April, 1976, among the Grantor, Marvin R. Parks and wife, Mary L. Parks (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 St., Jackson, Mississippi (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto, State of Mississippi:

Lot 87, 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 104 Vinson Cove Walls Mississippi (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated April 30, 1976 (herein "Note"), in the principal sum of Thirty Two Thousand Four 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 May 1, 2006; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

CONTROLLED BY AUTHORITY RECORDED IN BOOK
372 PAGE 222
 DAY OF Oct
11th 1978
N.B. Ferguson
 CLERK

Assignment of this Instrument Recorded In
Real Estate 71D Book
 No. 298 Page 362
 This the 7 day of June 19 83
H.B. Ferguson Clerk

Assignment of this Instrument Recorded In
Real Estate 71D Book
 No. 216 Page 145
 This the 23 day of Sept 19 77
H.B. Ferguson Clerk

9.

Understandably, 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, principal and late charges provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. **Remedies Cumulative.** All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. **Uniform Deed of Trust; Governing Law; Severability.** This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

17. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. **Acceleration; Remedies.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in _____ County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower

herely 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.

Marvin R. Parks
 Marvin R. Parks —Borrower

Mary L. Parks
 Mary L. Parks —Borrower

STATE OF MISSISSIPPI, DeSoto County ss:

On this 30th day of April, 1976, personally appeared before me, the undersigned authority in and for said County and State, the within named Marvin R. Parks and wife, Mary L. Parks, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office.

My commission expires:

6/5/79

STC-34169

Lee V. Hamberlin
 Lee V. Hamberlin Notary Public

This Instrument Prepared by:
 Lee V. Hamberlin, Attorney
 5865 Ridgeway Parkway #104
 Memphis, Tennessee 38138

Person or Agency responsible for payment of taxes:
 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 11 o'clock and
 no minutes A.M.

STATE OF MISSISSIPPI

DeSoto County

Instrument was filed for record at 11 o'clock

no minutes A.M.

May 6 1976

5.50

DeSOTO COUNTY

Instrument was filed for record at 11 o'clock
 May 6 1976, and that the same has
 been recorded in the Public Trust Deed

495

6

May 6 1976

5.50

Sec. 5.50 Security Title Co.

RELEASE

In consideration of the sum of One Dollar cash paid and of other valuable considerations, the undersigned Michael T. McRee, Vice President, and Louise L. Redus, Ass't. Secretary acting jointly for and on behalf of, and as the act and deed of the LAMAR LIFE INSURANCE COMPANY, of Jackson, Mississippi, do hereby acknowledge full satisfaction of and payment in full of that indebtedness secured by that deed of trust executed by Jesse W. Spiceland and Wife, Irene S. Spiceland to the said the LAMAR LIFE INSURANCE COMPANY, of date April 26, 1956 and recorded in the office of the Chancery Clerk of DeSoto County, Mississippi at Hernando, Mississippi, in Book 49, Pages 524, and we do hereby fully authorize, empower and direct the said Chancery Clerk of said County to enter satisfied of record the said deed of trust and the indebtedness secured thereby on the said book and page of the said record.

Witness the hand and seal of the said the LAMAR LIFE INSURANCE COMPANY, and of the said Vice President and Assistant Secretary, this the 4th day of May, 19 76.

LAMAR LIFE INSURANCE COMPANY

By Michael T. McRee
Vice President

ATTEST:
By Louise L. Redus
Assistant Secretary

STATE OF MISSISSIPPI
COUNTY OF HINDS
CITY OF JACKSON

Personally appeared before the undersigned officer in and for said County and State, the above named Michael T. McRee, Vice President, and Louise L. Redus, Assistant Secretary of the Lamar Life Insurance Company, who each acknowledge that each for and on behalf of and as the act and deed of the said the Lamar Life Insurance Company, did sign and name and affix the seal of the said Company, and sign their names as such officers, and did deliver the same, and for the purposes therein named, on the day and date thereof.

Witness my hand and seal of office this 4th day of May, 1976.

Nita C. Chisholm
Notary Public

My Commission Expires Aug. 15, 1978

H-146



no A 6 199 499 May 6 May 1976
2.50
H. L. Ferguson

RELEASE OF DEED OF TRUST

The undersigned, as owner and holder of that certain note evidenced by a deed of trust, executed by WILLIAM W. WATTS and wife, NORMA B. WATTS to FAA FEDERAL CREDIT UNION #9639, Beneficiary, dated the 7th day of February, 1975, recorded at Trust Deed Book 183, Page 238 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 WILLIAM W. WATTS and wife, NORMA B. WATTS 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 3rd day of May, 1976.

BY: John R. Woodhouse
 FAA FEDERAL CREDIT UNION #9639

STATE OF Mississippi
 COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named John R. Woodhouse, who severally acknowledges that he is the Manager of FAA Federal Credit Union #9639, and that for and on behalf of said corporation and as its act and deed, he signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, having been first duly authorized so to do.

GIVEN under my hand and official seal this the 3rd day of May, 1976.
 My Commission Expires: 2-11-79
Dorothy L. Rodgers
 Notary Public



STC-34073

THIS INSTRUMENT PREPARED BY:
 Lee V. Hamberlin, Attorney
 5865 Ridgeway Parkway #104
 Memphis, Tennessee 38138

STATE OF MISSISSIPPI COUNTY
 Instrument was filed for record at 11 o'clock
no A 6 199 500 May
1976, and that said same has
 been duly recorded.

2.50

6 May 1976
John R. Woodhouse

PARTIAL RELEASE

For value received First Memphis Realty Trust releases from the Deed of Trust dated August 28, 1972, recorded in Book 147, page 195, the land in DeSoto County, Mississippi described as follows, to-wit:

Lots 333 and 334 in Section C, Lake Forest Subdivision as shown by the Plat recorded in Plat Book 12, pages 5-7 in the office of the Chancery Clerk in said County in Section 25, Township 1 South, Range 9 West.

In all other respects the Deed of Trust shall remain in full force and effect. The Chancery Clerk is authorized to record this partial release and make a notation upon the record of the Deed of Trust.

Witness the signature of First Memphis Realty Trust by its authorized officers this 5th day of ^{May}~~April~~, 1976.

FIRST MEMPHIS REALTY TRUST

By Frank D. Benton
Vice President

STATE OF TENNESSEE
COUNTY OF SHELBY

This day personally appeared before me, the undersigned authority in and for said county and state, Frank D. Benton, Vice President of First Memphis Realty Trust, who acknowledged that he signed and delivered the above and foregoing instrument for and on behalf of First Memphis Realty Trust, on the day and year therein mentioned.

Given under my hand and official seal of office this the 5th day of ~~April~~^{May}, 1976.

Dorothy Blum
Notary Public

My commission expires: 6-7-78

STATE OF MISSISSIPPI, DeSOTO COUNTY

Examined that the within instrument was filed for record at 2 o'clock 30 P 6 day of May 1976, and that the same has been recorded in Book 199 Page 501 of the REAL ESTATE Trust Deed of said County.

Notary Public 7 May 1976

H. R. Sugrue

2.50

PARTIAL RELEASE

For value received FREDERICK W. SMITH releases from the Deed of Trust dated August 28, 1972, recorded in Book 147, page 200, the land in DeSoto County, Mississippi described as follows, to-wit:

Lots 333 and 334 in Section C, Lake Forest Subdivision as shown by the Plat recorded in Plat Book 12, pages 5-7 in the office of the Chancery Clerk in said county in Section 25, Township 1 South, Range 9 West.

In all other respects the Deed of Trust shall remain in full force and effect. The Chancery Clerk is authorized to record this partial release and make a notation upon the record of the Deed of Trust.

Witness my signature this the 30th day of April, 1976.

Frederick W. Smith
Frederick W. Smith

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 FREDERICK W. SMITH, who acknowledged that he signed and delivered the above and foregoing Partial Release on the day and year therein mentioned as his free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 30 day of April, 1976.

My commission expires:

Aug 12 - 1978

Justin A. White
Notary Public



INDEXED
30 P 6
177 502
7
2.50
COUNTY
... 2 o'clock
... has
...
7 May 1976
Justin A. White

4-21

PARTIAL RELEASE

For value received Frederick W. Smith releases from the Deed of Trust dated August 28, 1972, recorded in Book 147, page 200 the land in DeSoto County, Mississippi described as follows, to-wit:

Lots 445, 446 and 447 in Section C, Lake Forest Subdivision as shown by the Plat recorded in Plat Book 12, page 5 in the office of the Chancery Clerk of said county, in Section 25, Township 1, Range 9.

In all other respects the Deed of Trust to remain in full force and effect. The Chancery Clerk is authorized to record this Partial Release and make a notation upon the record of the Deed of Trust.

WITNESS the signature of Frederick W. Smith, this 31st day of March, 1976.

Frederick W. Smith
Frederick W. Smith

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 Frederick W. Smith, who acknowledged that he signed and delivered the above and foregoing Partial Release on the day and date therein mentioned as his free and voluntary act and deed and for the purposes therein expressed.

GIVEN under my hand and official seal of office, this 31st day of March, 1976.

Sullivan W. Powers
Notary Public

My Commission Expires:
MY COMMISSION EXPIRES SEPT. 10, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 30 minutes P. M. 6 day of May 1976, and that the same has been recorded in Book 194 Page 503 records of REAL ESTATE Trust Deed of said county.

Witness my hand and official seal this 7 day of May 1976.
H. B. Ferguson

Fee 2.50

PARTIAL RELEASE

For value received First Memphis Realty Trust releases from the Deed of Trust dated August 28, 1972, recorded in Book 147, page 195 the land in DeSoto County, Mississippi described as follows, to-wit:

Lots 445, 446 and 447 in Section C, Lake Forest Subdivision as shown by the Plat recorded in Plat Book 12, page 5 in the office of the Chancery Clerk of said county, in Section 25, Township 1, Range 9.

In all other respects the Deed of Trust to remain in full force and effect. The Chancery Clerk is authorized to record this Partial Release and make a notation upon the record of the Deed of Trust.

WITNESS the signature of First Memphis Realty Trust by its authorized officer, this 5th day of ~~March~~^{May}, 1976.

FIRST MEMPHIS REALTY TRUST

By: Frank D. Benton
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 Frank D. Benton, Vice-President of First Memphis Realty Trust, who acknowledged that he signed and delivered the above and foregoing Partial Release for and on behalf of said company as his free and voluntary act and deed he being duly authorized so to do, and for the purposes therein expressed.

GIVEN under my hand and official seal of office, this 5th day of ~~March~~^{May}, 1976.

Walter Blum
Notary Public



30 P 199 504 May 7
2.50
May 7 1976
lock
REAL ESTATE

Lot 333
Partial Release of this Instrument Recorded in
Real Estate T1D Book
No. 205 Page 286
This 27 day of Oct. 19 26
H. J. Ferguson Clerk

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1945)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

STANLEY L. SMITH,

of the first part, hereinafter designated as the Grantor, R. Frank Jones, & Joyner, Heard and Jones, Inc., P. O. Box 11227, Memphis, Tennessee 38111,
Trustee, of the second part, hereinafter designated as Trustee, and
Joyner, Heard and Jones, Inc.,

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Sixty-one Thousand One Hundred Twenty-five and No/100 - - - - DOLLARS (\$ 61,125.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest ~~at the rate of~~ as provided in the 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:

The principal of this note shall be due and payable on demand but if no demand is made, the principal shall be due and payable 8 months from the date hereof. The interest on the outstanding balance of the indebtedness secured by said note shall be due and payable on the last day of each month until the principal 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:

Lots 333 and 334 in Section C, Lake Forest Subdivision as shown by the Plat recorded in Plat Book 12, pages 5-7 in the office of the Chancery Clerk in said county in Section 25, Township 1 South, Range 9 West.

CANCELLED BY AUTHORITY RECORDED IN BOOK
219 PAGE 1
THIS 30 DAY OF NOV. 19 27
H. J. Ferguson
CHANCERY CLERK

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 388 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the building 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 April 1976.

Stanley L. Smith
Stanley L. Smith

Tennessee
STATE OF ~~MISSISSIPPI~~
COUNTY OF Shelby

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Stanley L. Smith

who ~~personally~~ acknowledged that he

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 29th day of April 1976.

My Commission Expires: April 25, 1978

Clara Denson
Notary Public

RECORDED IN MISSISSIPPI...
35 P 6 May 1976
199 505

5.00

7 May

CANCELLED BY AUTHORITY REGISTERED IN BOOK
 276 PAGE 24
 THIS 18 DAY OF Aug. 1981
 H. D. Ferguson
 CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

J. D. Wilkerson,
 et ux, Grantors
 DEED OF TRUST
 Guy Brown

THIS INDENTURE, Made this 6th day of May 1976
 between J. D. Wilkerson and wife, Emma Lee Wilkerson
 and Guy Brown

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 Ten Thousand Five Hundred Dollars (\$10,500.00) evidenced by one promissory note of even date bearing 7 1/2 interest due and repayable in 60 equal amortized monthly installments of \$207.92 each, the first installment due June 1, 1976 and one installment due on the first day of each month thereafter until paid in full.

and say further that the party of the second part may furnish the party of the first part during the year 1976, not to exceed the sum of One Dollar to the part ies of the first part as security for said debt. Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by Joel P. Walker Trustee, the part ies of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that either he or his heirs or assigns or other parties, during the year 1976, in the land due to the party of the second part to be cultivated, or land to be leased, or land to be sold, or any other thing that may be done with the land during the year 1976.

The land in DeSoto County, Mississippi described as follows:

1.0 acres more or less of the Jessie Branan 8.0 acres located in the Northwest Quarter of Section 23, Township 1 South, Range 9 West, described as beginning at a point in the center line of Branan Road at the north line of the Richard Cook 69.84 acre tract; thence with the center line of said road north 3 degrees west 133.0 feet to the southeast corner of the J. D. Wilkerson 0.7 acre tract; thence with the south line of the Wilkerson tract south 70 degrees 52 minutes West 199.2 feet to a stake; thence with the west line of the Wilkerson tract north 15 degrees 00 minutes west 149.6 feet to a stake in the center of a driveway; thence with the center of the driveway south 70 degrees 52 minutes west 173.6 feet to a point; thence south 15 degrees 00 minutes east 125.0 feet to a point in the north line of the Richard Cook 69.84 acre tract; thence with the north line of said tract following a fence south 85 degrees 17 minutes east 363.0 feet to the point of beginning.

A failure to pay the installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of said note. Maker will have the right to pay all or any part of the indebtedness before maturity without penalty.

First parties covenant and agree to maintain fire and extended coverage insurance on the dwelling house located on the above described property with loss payable clause in favor of Second parties in and as may appear during the life of this Trust Deed.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the due date as shown above then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the party of the second part, his assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature S the date written above
 J. D. Wilkerson
 Emma Lee Wilkerson
 J. D. Wilkerson
 Emma Lee Wilkerson
 STATE OF MISSISSIPPI, DESOTO COUNTY.
 Personally appeared before me the undersigned authority of said County, the within named J. D. Wilkerson and wife, Emma Lee Wilkerson, 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 6 day of May 1976.
 My commission expires: 9/24/79 (SEAL)
 By: Notary Public
 STATE OF MISSISSIPPI, DESOTO COUNTY.

of said County, this day personally appeared the above named
 STATE OF MISSISSIPPI, DESOTO COUNTY
 Instrument was filed for record at 2 o'clock
 1976, and a true and correct copy has
 been made of the same and is on file in the
 REAL ESTATE DEPARTMENT

4.50

H. D. Ferguson
 CHANCERY CLERK

Paid, Satisfied and Cancelled

This 28th day of July 19 82

DeSoto Title Co., Inc. Trustee

Seas Magnale
President

Attest H. S. Ferguson
Chancery Clerk

By: F.E. Davis
D.C.

DEED OF TRUST

This indenture made this 28th day of April, 1976, between Robert D. Currie and wife, Judy C. Currie called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party, WITNESSETH:

WHEREAS, the First Party are indebted to the Second Party in the sum of \$ 4,953.00, evidenced by one promissory note of even date due and repayable in 72 equal monthly installments of \$ 68.80, the first installment due the 1st day of June, 19 76, and one installment due monthly thereafter until paid in full.

THEREFORE, in consideration of the premises and the sum of One Dollar, to the First Party paid by DeSoto Title Co., Inc. Trustee, the First Party have this day conveyed and warranted to the said Trustee the land in DeSoto County, Mississippi, described as follows, to-wit:

Lot 21 in Section A of Chickasaw Bluff Lakes Subdivision as shown on Plat appearing of record in Plat Book 6, pages 18-22 in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 18, Township 3, Range 9.

A failure to pay said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the holder of said note. Makers of said note shall have the right to pay all or any part of the said indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the First Party promptly pay the above stated indebtedness on or before the due date thereof, then this instrument to be void; but in default thereof the said Trustees shall take possession of said property, and after giving notice of the time, place and terms of sale by advertisement according to law, shall sell same at public auction to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the First Party. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the Second Party, its assigns or legal representatives can at any time appoint a Trustee to act in his stead.

Witness our signatures this the date written above.

Robert D. Currie
Judy C. Currie
Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Robert D. Currie and wife, Judy C. Currie, who acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 28th day of April, 19 76.

Opus Weatherly
Notary Public

My commission expires:
My Commission Expires January 17, 1979



STATE OF MISSISSIPPI, DE SOTO COUNTY
This deed was filed for record at 4 o'clock
on May 4 1976 and that the same has
been duly recorded in Book 199 Page 509

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Paid, Satisfied and Cancelled

This ~~25th~~ day of April 1984
DeSoto Title Co., Inc. Trustee

George M. Signale
President

Attest H. D. Ferguson
Chancery Clerk

By: F. E. Davis D.C.

DEED OF TRUST

This indenture made this 25th day of April, 1976, between
Guy D. Cook and wife, Emily C. Cook

called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party,
WITNESSETH:

WHEREAS, the First Party are indebted to the Second Party in the sum of \$ 8,876.25,
evidenced by one promissory note of even date due and repayable in 84 equal monthly installments
of \$ 105.67, and ~~one~~ installment of \$, the first installment due the 1st day of
June, 1976, and one installment due monthly thereafter until paid in full.

THEREFORE, in consideration of the premises and the sum of One Dollar, to the First Party paid
by DeSoto Title Co., Inc. Trustee, the First Party have this day conveyed and warranted to the said Trustee
the land in DeSoto County, Mississippi, described as follows, to-wit:

Lot 72 in Section A of Chickasaw Bluff Lakes Subdivision as
shown on Plat appearing of record in Plat Book 6, pages 18-22 in the
Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat
reference is made for a more particular description. Said lot being situated in Section
7 & 18 Township 3, Range 9.

A failure to pay said installments when due shall operate to cause the entire unpaid indebtedness
to become immediately due and payable at the option of the holder of said note. Makers of said note shall
have the right to pay all or any part of the said indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof endangered as a security
for said debt, he may then forthwith take possession of said property and sell the same as herein below
directed. Should the First Party promptly pay the above stated indebtedness on or before the due date
thereof, then this instrument to be void; but in default thereof the said Trustees shall take possession of
said property, and after giving notice of the time, place and terms of sale by advertisement according to law,
shall sell same at public auction to the highest bidder for cash, at such time and place as he shall designate
in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and
all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the First Party. In case
of failure or inability on the part of said Trustee to execute the trust herein confided, the Second Party,
its assigns or legal representatives can at any time appoint a Trustee to act in his stead.

Witness our signatures this the date written above.

Martha Dozier

Guy D. Cook
Emily C. Cook
Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within
named Guy D. Cook and wife, Emily C. Cook, who acknowledged
that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned
as their free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 25th day of April, 1976.

Agnes Weatherly
Notary Public

My commission expires:

My Commission Expires January 17, 1979



STATE OF TENNESSEE)
COUNTY OF SHELBY)
no P 6
197 May
510
7
2.50
4 o'clock
May

Paid, Satisfied and Cancelled
This 16th day of June 1983

DeSoto Title Co., Inc. Trustee

George H. Hargrave
President

Attest: H. D. Ferguson
Chancery Clerk

By: F. E. Davis, D.C.

DEED OF TRUST

This indenture made this 26th day of April, 1976, between Paul S. Norris called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party, WITNESSETH:

WHEREAS, the First Party are indebted to the Second Party in the sum of \$ 7,627.00, evidenced by one promissory note of even date due and repayable in 84 equal monthly installments of \$ 90.80, the first installment due the 1st day of June, 1976, and one installment due monthly thereafter until paid in full.

THEREFORE, in consideration of the premises and the sum of One Dollar, to the First Party paid by DeSoto Title Co., Inc. Trustee, the First Party have this day conveyed and warranted to the said Trustee the land in DeSoto County, Mississippi, described as follows, to-wit:

Lot 293 in Section B of Chickasaw Bluff Lakes Subdivision as shown on Plat appearing of record in Plat Book 6, pages 29-34 in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 7, Township 3, Range 9.

A failure to pay said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the holder of said note. Makers of said note shall have the right to pay all or any part of the said indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the First Party promptly pay the above stated indebtedness on or before the due date thereof, then this instrument to be void; but in default thereof the said Trustees shall take possession of said property, and after giving notice of the time, place and terms of sale by advertisement according to law, shall sell same at public auction to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the First Party. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the Second Party, its assigns or legal representatives can at any time appoint a Trustee to act in his stead.

Witness our signatures this the date written above.

Martha Boyer

Paul S. Norris

Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Paul S. Norris, who acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 26th day of April, 1976.

Agnes Weatherly
Notary Public

My commission expires:

My Commission Expires January 17, 1979



STATE OF MISSISSIPPI, IN CHANCERY COURT, DE SOTO COUNTY, MISSISSIPPI
No. 199 P. 4 MAY 5 11 1976
The following instrument was filed for record at 4 o'clock
P.M. and that the same has been recorded in the
REAL ESTATE DEPARTMENT.

2.50

H. D. Ferguson
Chancery Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK
229 PAGE 262
THIS 10 DAY OF Aug. 19 78
H. H. Ferguson
CHANCERY CLERK

N. M. S. & L. LOAN NUMBER HE- 598

DEED OF TRUST

This Deed of Trust, made this 3rd day of May, 19 76, between DR. SHERRILL B. STEWART and wife, VIRGINIA KAY STEWART

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 Twelve Thousand and No/100 - Dollars (\$ 12,000.00), 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 designate 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 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 town of Hernando of DeSoto County, Mississippi, described as follows:

Land lying and being situated in Town of Hernando, DeSoto County, Mississippi, all of lots 307 and 308 as same appears from official map, Town of Hernando, in Section 13, Township 3, Range 8 LESS a strip 40 feet of even width off west side of said lots.

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").

514

TO HAVE AND TO HOLD the same, unto Trustee and to his successors and assigns forever.

As further security for payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, Trustor hereby transfers, sets over and assigns:

(a) To Trustee, all rents, profits, revenues, royalties, bonuses, rights and benefits under any and all oil, gas or mineral leases of the premises or any part thereof, now existing or hereafter made, with the right in Beneficiary to receive and receipt therefor and apply the same to said indebtedness either before or after any default hereunder, and Beneficiary may demand, sue for and recover any such payments but shall not be required so to do.

(b) To Trustee, all other rents, issues and profits of the premises from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Trustor, however, so long as Trustor is not in default hereunder, the right to receive and retain such rents, issues and profits.

It is understood and agreed that any tenant, lessee or other person, his successors and assigns, from whom is due such payment(s) above mentioned in subparagraph (b), is hereby authorized to pay same to Beneficiary upon receipt of its written notice of such default and to continue such payment(s) until notified in writing by Beneficiary to discontinue same.

(c) To Beneficiary, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Beneficiary is hereby authorized, but shall not be required, on behalf and in the name of Trustor, to execute and deliver valid acquittances for, and to appeal from, any such judgments or awards. Beneficiary may apply all such sums or any part thereof so received, after the payment of all of its expenses, including costs and attorney's fees, on the indebtedness secured hereby in such manner as it elects, or, at its option, the entire amount or any part thereof so received may be released.

IN TRUST, however, to secure to Beneficiary (1) payment of the indebtedness above mentioned; (2) payment of all other moneys secured hereby and (3) the performance of all the covenants, conditions, stipulations and agreements herein contained.

Trustor covenants and agrees as follows:

1. To pay all sums secured hereby when due.
2. To pay, when due, all taxes, liens and assessments of every type or nature levied or assessed against the premises or upon Trustee's or Beneficiary's interest therein, and any claim, lien or encumbrance against the premises which may be or become prior to this deed of trust.
3. If required by Beneficiary, to also make monthly deposits with Beneficiary, in a non-interest bearing account, together with and in addition to interest and principal, of a sum equal to one-twelfth of the yearly taxes and assessments which may be levied against the premises, and (if so required) one-twelfth of the yearly premiums for insurance thereon. The amount of such taxes, assessments and premiums, when unknown, shall be estimated by Beneficiary. Such deposits shall be used by Beneficiary to pay such taxes, assessments and premiums when due. Any insufficiency of such account to pay such charges when due shall be paid by Trustor to Beneficiary on demand. If, by reason of any default by Trustor under any provision of this deed of trust, Beneficiary declares all sums secured hereby to be due and payable, Beneficiary may then apply any funds in said account against the entire indebtedness secured hereby. The enforceability of the covenants relating to taxes, assessments and insurance premiums herein otherwise provided shall not be affected except in so far as those obligations have been met by compliance with this paragraph. Beneficiary may from time to time at its option waive, and after any such waiver reinstates, any or all provisions hereof requiring such deposits, by notice to Trustor in writing. While any such waiver is in effect Trustor shall pay taxes, assessments and insurance premiums as herein elsewhere provided.
4. To pay all taxes which may be assessed upon this deed of trust, or said note, or the indebtedness secured hereby, without regard to any law, heretofore or hereafter enacted, imposing payment of all or any part thereof upon Trustee or Beneficiary. In event of enactment of any law imposing payment of all or any portion of any such taxes upon Trustee or Beneficiary, or the rendering by any court of competent jurisdiction of a decision that the undertaking by Trustor, as herein provided, to pay such tax or taxes is legally inoperative, then, unless Trustor nevertheless pays such taxes, all sums hereby secured, without any deduction, shall at the option of Beneficiary become immediately due and payable, notwithstanding anything contained herein or any law heretofore or hereafter enacted.
5. To keep the premises insured against loss or damage by fire, windstorm and such other hazards as may be required by Beneficiary, in form and amounts satisfactory to, and in insurance companies approved by Beneficiary, the policies for which insurance shall be payable to Beneficiary. Such policies shall be delivered to and held by Beneficiary. Upon foreclosure of this deed of trust or other acquisition of the premises or any part thereof by Beneficiary, said policies shall become the absolute property of Beneficiary.
6. Trustor (i) will not remove or demolish nor alter the design or structural character of any building now or hereafter erected upon the premises unless Beneficiary shall first consent thereto in writing; (ii) will maintain the premises in good condition and repair; (iii) will not commit or suffer waste thereof; (iv) will not cut or remove nor suffer the cutting or removal of any trees or timber on the premises (except for domestic purposes) without Beneficiary's written consent; (v) will comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the premises, and will not suffer or permit any violation thereof.
7. Upon request of Trustor, Beneficiary may, at its sole option, from time to time before full payment of all indebtedness secured hereby, make further advances to Trustor; provided, however, that the total principal secured hereby and remaining unpaid, including any such advances, shall not at any time exceed the original principal sum secured hereby. Trustor shall execute and deliver to Beneficiary a note evidencing each and every such further advance which Beneficiary may make, such note to be payable on or before maturity of the indebtedness secured hereby and to contain such terms as Beneficiary shall require. Trustor shall pay all such further advances with interest, and the same, and each note evidencing the same, shall be secured hereby. All provisions of this deed of trust shall apply to each further advance as well as to all other indebtedness secured hereby. Nothing herein contained, however, shall limit the amount secured by this deed if such amount is increased by advances made by Beneficiary, as herein elsewhere provided for to protect the security. The word "Trustor" as used in this paragraph, includes any successor in ownership of the premises.
8. If Trustor fails to pay any claim, lien or encumbrance which is prior to this deed of trust, or, when due, any tax or assessment or insurance premium, or to keep the premises in repair, or shall commit or permit waste, then Beneficiary at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may procure such abstracts or other evidence of title as it deems necessary, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and for any of said purposes Beneficiary may advance such sums of money as it deems necessary.
9. Trustor will pay to Beneficiary, immediately and without demand, all sums of money advanced by Beneficiary pursuant to this deed of trust, together with interest on such advancement as the rate stated in the note, and all such sums and interest thereon shall be secured hereby.
10. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

11. If default be made in payment of any installment of principal or interest of said note or any part thereof when due, or in payment, when due, of any other sum secured hereby, or in performance of any of Trustor's obligations, covenants or agreements hereunder.

(a) All of the indebtedness secured hereby shall become and be immediately due and payable at the option of Beneficiary, without notice or demand which are hereby expressly waived, and

(b) Trustee, at the request of Beneficiary, shall be entitled to immediate possession of said premises, and of the rents, issues and profits thereof, and may proceed to sell the premises hereinbefore described and conveyed at public auction for cash, to the highest and best bidder during legal hours, at any front door of the County court house of the county in which said premises are situated after having advertised and given notice of said sale, giving the time, place and terms thereof, together with a description of the premises according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice has begun. If the premises conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then Trustee shall have full power, in case he is directed to foreclose under this instrument, to select in which county, or judicial district, the sale of all the premises shall be made, and his selection shall be binding upon Trustor and Beneficiary and all persons claiming through or under them, whether by contract or by law. Trustee shall have full power to fix the day, time and place of sale, and may sell said premises in parcels or as a whole, as he may deem best, and without taking possession of the same. He is authorized to appoint an agent or auctioneer to make such sale in his absence, which sale shall be as valid as if made by Trustee. Out of the proceeds arising therefrom, Trustee shall first pay all the costs and expenses of executing this trust, including a reasonable compensation to himself; next, Trustee shall pay to Beneficiary the balance of this indebtedness then remaining unpaid, including attorneys' fees; any surplus thereafter shall be turned over to Trustor. At any sale had by any Trustee hereunder, Trustee may, from time to time, adjourn said sale to a later date without readvertising, by giving notice of the time and place of such continued sale at the time when and where Trustee shall make such adjournment. In such sale to enforce the trust, the holder of any note or indebtedness herein secured, or any person in interest, may become the purchaser, and upon payment of the purchase price Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

(c) Irrespective of whether Beneficiary accelerates the maturity of all indebtedness secured hereby, Beneficiary, or Trustee, upon Beneficiary's written demand upon Trustee, without notice may enter upon and take possession of the premises or any part thereof, and perform any acts (including the right to rent any part or all of the premises), which Beneficiary deems necessary or proper to conserve the security, and may collect and receive all rents, issues and profits thereof, including those past due as well as those accruing thereafter. Beneficiary shall be entitled also to have a receiver appointed to enter and take possession of the premises, collect the rents and profits therefrom, and apply the same as the court may direct. Beneficiary, Trustee or the receiver may also take possession of, and for these purposes use, any and all personal property contained in the premises and used by Trustor in the rental or leasing thereof or any part thereof. The expense (including but not limited to Trustee's and receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. After payment of all costs and expenses incurred, Trustee shall pay to Beneficiary all rents collected by Trustee, and Beneficiary shall apply the same, and (after payment therefrom of all expenses) any rents collected directly by Beneficiary, on the indebtedness secured hereby in such order as Beneficiary determines. The right to enter and take possession of said property, to manage and operate the same, and to collect the rents, issues and profits thereof, whether by a receiver or otherwise shall be in addition to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Trustee and Beneficiary shall be liable to account only for such rents, issues and profits actually received, respectively, by either of them.

12. If Trustee or Beneficiary shall be made a party to or shall intervene in any action or proceeding affecting the premises or the title thereto or the interest of Trustee or Beneficiary under this deed of trust, or if Beneficiary employs an attorney to collect any or all of the indebtedness secured hereby or to foreclose this deed of trust by judicial proceedings, or authorizes Trustee to conduct Trustee's sale proceedings hereunder, Trustee and Beneficiary shall be reimbursed by Trustor, immediately and without demand, for all reasonable costs, charges and attorney's fees incurred by them or either of them in any such case, and the same shall be secured hereby as a further charge and lien upon the premises.

13. If the indebtedness secured hereby is now or hereafter further secured by chattel mortgages or deeds of trust, pledges, contracts of guaranty, assignments of leases, or other securities, Beneficiary may at its option exhaust any one or more of said securities and the security hereunder, either concurrently or independently, and in such order as it may determine.

14. No delay by Beneficiary or Trustee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

15. Trustee covenants faithfully to perform the trust herein created.

16. Beneficiary shall have power successively to remove Trustee, or any successor Trustee, and to appoint another Trustee in the place and stead of said Trustee or any successor in trust, and the title herein conveyed to said Trustee shall be vested in said successor, which appointment shall be in writing and shall be duly recorded in the office of the Chancery Clerk in the county in which the above described land is situated, when the deed of said successor Trustee is filed for record in said office. No one exercise of this power of appointment, power of sale or any other power or right given in this trust deed shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this trust deed until said indebtedness is fully paid and discharged.

17. Without affecting the liability of Trustor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Beneficiary with respect to any security not expressly released in writing, Beneficiary may, at any time and from time to time, either before or after the maturity of said note, and without notice or consent:

- a. Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation.
- b. Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof.
- c. Exercise or refrain from exercising or waive any right Beneficiary may have.
- d. Accept additional security of any kind.
- e. Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property herein described.

18. Any agreement hereafter made by Trustor and Beneficiary pursuant to this deed of trust shall be superior to the rights of the holder of any intervening lien or encumbrance.

19. When all indebtedness secured hereby has been paid, this deed of trust and all assignments herein contained shall be void, and Beneficiary will execute and deliver to Trustor an instrument sufficient in form and substance to enable Trustor to cause this instrument to be satisfied or discharged of record, and it is agreed that all recording and other expenses incurred in effecting such satisfaction or discharge shall be borne by Trustor.

20. The covenants and agreements herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

In Witness Whereof, Trustor has executed this deed of trust the day and year first above written.

Sherrill B. Stewart
DR. SHERRILL B. STEWART

Virginia Kay Stewart
VIRGINIA KAY STEWART

STATE OF MISSISSIPPI
COUNTY OF DeSoto

This day personally appeared before me, the undersigned officer in and for the Jurisdiction aforesaid, the within-named Dr. Sherrill B. Stewart and wife, Virginia Kay Stewart

who acknowledged to me that he y 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 May, 19 76

Rebecca Hill
NOTARY PUBLIC
My commission expires 5-1-78

Deed of Trust

FROM

TO

TRUSTEE FOR

NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION

STATE OF MISSISSIPPI
COUNTY OF DeSoto

I, H. D. 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 6 day of May, 19 76, at 4 o'clock P M., and was recorded in Book Page of the Land Mortgage Records of said County, on the day of 19

Clerk of the Court of Chancery

By

Fee

DESOTO TITLE CO., INC.
P. O. Box 467
Hernando, Miss. 38632

Pl 5.00

STATE OF MISSISSIPPI DE SOTO COUNTY

This instrument was filed for record at 4 o'clock no day of May 1976, and that the same has been recorded in Book 513 Page 111 of the REAL ESTATE Trust Deed

This the 7 day of May 1976.

Fee 5.00

H. D. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
206 PAGE 530
THIS 9 DAY OF Dec 19 76
H. D. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
L. A. N. D.

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between Audrey L. Polk and his wife, Shirley L. Polk,

of the first part, hereinafter designated as the Grantor, F. C. Holmes, Jr., of Hernando, Mississippi, Trustee, of the second part, hereinafter designated as Trustee, and The Hernando Bank, Hernando, Mississippi, of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of One Thousand Dollars and no/100 DOLLARS (\$1,000.00) 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 date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Said \$1,000.00 note is due and payable on or before October 2, 1976, and also this deed of trust secures the payment of additional advances to be made to the Grantor by the Beneficiary prior to October 2, 1976, said additional advances not to exceed \$37,000.00, and to be funds advanced for residence construction purposes.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSoto,

State of Mississippi, and more particularly described as follows, to-wit:
The lands situated in DeSoto County, Mississippi, and more particularly described as follows:

Two (2) acres, situated in the Southeast Quarter of Section Twelve (12), Township Four (4), Range Eight (8) West, located on the East side of U. S. Highway No. 51, and being part of "Lot No. 6 of Division of Wheeler Farms" (with said Lot being shown on Plat of said Division of record in Plat Book 10, Page 28, et seq. in the Chancery Court Clerk's office, DeSoto County, Mississippi, and with said two (2) acres being more particularly described by metes and bounds, as follows, to-wit:

Commencing at the Northeast corner of the Southeast Quarter of said Section 12; thence West 847.07 feet along the North line of said Quarter Section to a point in the East right of way line of U. S. Highway No. 51; thence along said right of way line with the following calls, South 09 degrees 23 minutes West 2157.53 feet to a point, and South 06 degrees 31 minutes West 78 feet to THE POINT OF BEGINNING; thence North 80 degrees 13 minutes 25 seconds East 710.95 feet to a point; thence North 03 degrees 27 minutes West 100 feet to a point in the North line of said Lot 6; thence North 86 degrees 33 minutes East 260 feet to a point; thence South 03 degrees 27 minutes East 252.77 feet to a point; thence South 86 degrees 33 minutes West 260 feet to a point; thence North 03 degrees 27 minutes West 122.59 feet to a point; thence South 80 degrees, 13 minutes 25 seconds West 716.40 feet to a point in the East right of way of said Highway No. 51; thence with said East line North 06 degrees 31 minutes East 31.26 feet to the point of beginning, and as said two acres is shown by Survey Plat and Description of Ronald R. Williams, C. E. dated August 14, 1975.

Said two acres are part of the lands conveyed to Grantor by Milton M. Wheeler and others, by Warranty Deed dated July 15, 1975, and of record in Book 118, Page 487 of the Deed Records of DeSoto County, Mississippi.

Grantor warrants that this deed of trust is a first and paramount lien against said two acres.

Grantor further understands and agrees that they are to keep the dwelling being constructed on said lands covered by builder's risk insurance, said insurance to be in amounts satisfactory with Beneficiary and to carry proper mortgagee clause in favor of Beneficiary.

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 hereto, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before the actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 5th day of May 1976

Audrey L. Polk
Audrey L. Polk
Shirley K. Polk
Shirley K. Polk

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 Audrey L. Polk and his wife, Shirley L. Polk, who severally acknowledged that they each signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 5th day of May 1976
My Commission Expires: June 2, 1977
Mary Ellen Robinson
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
30 minutes 7 N. 7 day of May 1976, and that the same has
been recorded in Book 199 Page 517 of records of REAL ESTATE Trust Deed
of said county.

5.00

Mary Ellen Robinson
Notary Public

CANCELLED BY AUTHORITY RECORDED IN BOOK
 PAGE 396
 DAY OF 19 76
 THIS 31 1976
 CHANCERY CLERK

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

JERRY D. ROBERTSON and wife, DOLLIE M. ROBERTSON,

of the first part, hereinafter designated as the Grantor,

H. R. Garner, Trustee, of the second part, hereinafter designated as Trustee, and

THE HERNANDO BANK, Hernando, Mississippi,

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of ONE HUNDRED AND NO/100 - - - - - DOLLARS together with possible future advances up to an additional \$42,900.00, (\$ 100.00 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 August 10, 1976.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSoto, State of Mississippi, and more particularly described as follows, to-wit:

Lot 5, Dodson Acres Subdivision, as shown by the plat recorded in Plat Book 4, Pages 49 and 50 in the Office of the Chancery Clerk of said county; said lot being situated in Section 8, Township 2 South, Range 8 West, in said county;

LESS AND EXCEPT: Approximately 3.3 feet off of the rear (East) property line; and being that portion of the said Lot 5 lying between the existing wire fence and the actual real (East) property line as shown on Survey Plat of A. W. Jurgens, P.E., dated October 24, 1975.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 388 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of such reliable insurance, 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 part of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure and pay the 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 May, 19 76.

Jerry D. Robertson
 Jerry D. Robertson
Dollie M. Robertson
 Dollie M. Robertson

STATE OF MISSISSIPPI
 COUNTY OF DeSOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named **JERRY D. ROBERTSON and wife, DOLLIE M. ROBERTSON,** who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 6th day of May, 19 76.
 My Commission Expires: _____
William H. [Signature]
 Notary Public



STAT DEPT 30 7 197 520 May 9 o'clock
 5.00
H. G. Ferguson
 May

Branch Mpls. Tw. No. Mos 180
April 11 19 76

Deed of Trust - Mississippi - Jim Walter Homes, Inc.

Whereas, RAYMOND POIRIER AND NELTA F. POIRIER 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 Thirty Nine Thousand Nine Hundred Forty Five Dollars (\$ 39,942.00) as evidenced by one certain promissory note of even date herewith made by the Grantor to the Beneficiary and payable in monthly installments of \$ 221.90, the first of said installments being due and payable on the 5th day of July, 1976, and a like installment on the 5th day of

entire principal sum, together with interest from maturity at the rate of six per cent per annum has been paid in full;
WHEREAS, the Grantor is desirous of securing the payment of said indebtedness at the maturity thereof and renewals thereof in whole, or in part, and also any further and future advances to be made to the Grantor by the Beneficiary as well as any other indebtedness which may be due or become due to the Beneficiary by the Grantor in this deed of trust;

NOW, THEREFORE, in consideration of Five Dollars to him in hand paid by John H. Fox III hereinafter called Trustee, the receipt whereof is hereby acknowledged, the Grantor does hereby grant, bargain, sell, convey and warrant unto the John H. Fox III Trustee, all the real estate in the County of DeSoto State of Mississippi, described as follows:

A part of Tract 4 in LIVE OAK FARMS (unrecorded), in the Northwest Quarter of Section 33, Township 3 South, Range 5 West, DeSoto County, Mississippi, and being more particularly described as follows: Beginning at a point that is 800.00 feet North and 15.8 feet West of the Southeast Corner of the West One-Half of the Northwest Quarter of said Section 33; thence S 0° 39' W, along the West Line of a County Road, a distance 80.00 feet; thence N 53° 40' W, a distance of 539.30 feet; thence N 41° 23' E, a distance of 108.09 feet; thence S 48° 37' E, along the Northeasterly Line of Tract 4, a distance of 485.00 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 mortgage clauses with or without 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.

CANCELLED BY AUTHORITY RECORDED IN BOOK
218 PAGE 847
THIS 30 DAY OF Nov. 1977
H.O. Thomas
CLERK

Seventh: If the property described 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, as and when 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 sufficient 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 11th day of April, 1976

WITNESS:
Gene Snyder

Raymond Poirier
Nelta F. Poirier

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: _____
RETURN TO:
JIM WALTER HOMES, INC.
P. O. BOX 22601
TAMPA, FLORIDA 33622

SEAL

ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF SHILBY

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Gene Snyder

one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn deposed and saith that he saw the within names Raymond Poirier and Nelta F. Poirier

husband and wife, whose names are subscribed thereto, sign and deliver the same to John H. Fox III

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 Nelta F. Poirier and Raymond Poirier

husband and wife.
GIVEN under my hand and official seal, this the 11th day of APRIL, 1976

Haland L. Roberts
NOTARY PUBLIC
MY COMMISSION EXPIRES AUGUST 12, 1979

STATE OF _____ COUNTY _____
FILED FOR RECORD AT _____ o'clock
_____ 1976. and that this case has
REAL ESTATE CASE NO. _____

30
7
117
523
7
1976

4.00

SUBSTITUTION OF TRUSTEE

WHEREAS, on December 19, 1975, DAVID LOGAN executed a Real Estate Deed of Trust to George S. McIngvale, Trustee for the benefit of SECURITY BANK OF HERNANDO, which Deed of Trust is recorded in the Real Estate Trust Deed records of DeSoto County, Mississippi, in Book 194, page 462, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi; and

WHEREAS, said Deed of Trust authorized the appointment and substitution of another Trustee in the place and stead of the Trustee named in said Deed of Trust, and Security Bank of Hernando desires to appoint WILLIAM F. HAGAN as substitute trustee in the place and stead of George S. McIngvale.

NOW, THEREFORE, SECURITY BANK OF HERNANDO, a banking corporation acting by and through its duly authorized officers, does hereby nominate, constitute, and appoint WILLIAM F. HAGAN as Substitute Trustee in the aforesaid Deed of Trust in the place and stead of George S. McIngvale, and WILLIAM F. HAGAN shall have the same authority and powers as the Trustee originally named in said Deed of Trust.

IN WITNESS WHEREOF, SECURITY BANK OF HERNANDO has caused this instrument to be signed and its official seal to be affixed hereto this the 5th day of May, 1976.

SECURITY BANK OF HERNANDO

BY [Signature]

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named T.R. Hurdle, who acknowledged to me that he is the President of SECURITY BANK OF HERNANDO, a banking corporation, and that for and on behalf of said Corporation and as its act and deed, he signed, sealed, and delivered the above and foregoing instrument of writing on the day and in the year of its date, he being first duly authorized so to do.

Given under my hand and official seal of office, this the 5th day of May, 1976.

[Signature]
Notary Public

MY COMMISSION EXPIRES:
8-11-76

LET THE STATE OF MISSISSIPPI, IN THE COUNTY OF DESOTO, BE ADVISED THAT THIS INSTRUMENT WAS FILED FOR RECORD AT 11 o'clock on the 7th day of May 1976, and that the same has been recorded in Book 194 Page 525 of the REAL ESTATE TRUST DEED.

2.50

[Signature] 7 May

16723

PREPARED BY:
EDMUND M. KATZ, ATTY.
4041 WOODBURN AVENUE RD.
MEMPHIS, TENNESSEE 38118

This instrument prepared by:

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Office of Chancery Clerk of DeSoto, 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 Vol. & Page	Description of Property
Bobby D. Pack and wife, Donna Pack	5/18/70	Book 117 Page 488	Lot 3136, Section "O" Southaven West Sub-division, Section 23 & 26, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 5, Pages 12 & 13, in the Office of the Chancery Clerk of DeSoto County, Miss. to which plat reference is hereby made for a more particular description of said lot.

NOW, THEREFORE, in consideration of the premises the undersigned The Tremont Savings & Loan Association as legal owner and holder of the notes secured by said trust deed, quit claim and convey unto said grantors its heirs and assigns all its right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, The Tremont Savings and Loan Association, covenants with the said grantors that they are the legal owner and holder of the notes described in and secured by said trust deed, and that it has the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said The Tremont Savings and Loan Association has hereunto set its hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized to do so) this 2nd day of April, 19 76.

Mabel A. Clements
Mabel A. Clements Vice President
Alexandra Hadjiemanuel
Alexandra Hadjiemanuel Asst. Secy.

STATE OF TENNESSEE
COUNTY OF SHELBY

On this _____ day of _____, 19____, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written.

My commission expires _____ day of _____, 19____ Notary Public

STATE OF ~~NEW YORK~~ NEW YORK
COUNTY OF ~~SHERMAN~~ BRONX

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared Mabel A. Clements & Alexandra Hadjiemanuel themselves & Asst. Secy. with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the Vice President & Asst. Secy. of the Tremont Savings & Loan Assn. the within named bargainor, a corporation, and that they themselves such Vice President & Asst. Secy. being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by themselves Vice President & Asst. Secy.

WITNESS my hand and seal at office in Bronx New York, this 2nd day of April, 19 76.

My commission expires 30th day of March, 19 77.

* Do not write below this line - FOR REGISTERS USE ONLY *

STATE OF TENNESSEE
COUNTY OF SHELBY
INSTRUMENT FILED FOR RECORD AT _____ o'clock
_____ May 1976
526

2.50

7
May

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 E. W. Osborne, Jr.

of the first part, hereinafter designated as the Grantor,

Melvin McClure, Jr. Trustee, of the second part, hereinafter designated as Trustee, and

Security Bank of Hernando, Southaven, Branch of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
Nine Thousand and No/100-----DOLLARS
(\$ 9,000.00) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of 10 per centum per annum after
date , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

One installment of \$9,000.00 plus interest from date at the rate of
10% per annum due October 20, 1976.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the
County of DeSoto

State of Mississippi, and more particularly described as follows, to-wit:

Commencing at the northwest corner of the northeast quarter of Section 29, Township 2, Range 7 west, Chickasaw Cession; thence S 00 degrees 21' 49" W 383.99 feet along the west line of said quarter section to the point of beginning being the northwest corner of the described tract (A 1/2" steel reinforcing bar set on line 25 feet East of corner); thence continuing along the west line of said quarter section S00 degrees 21' 49" W 384.20 feet to a point (A 3" iron pipe post found on line 10.4 feet east of corner); thence S 89 degrees 45' 22" E 1231.65 feet to a 1" surveyor's pin found; thence N 00 degrees 26' 57" E 381.95 feet to a 1/2" steel reinforcing bar set; thence N 89 degrees 39' 05" W 1232.22 feet to the point of beginning, containing 10.83 acres, more or less, located in the Northeast Quarter of said section.

CANCELLED BY AUTHORITY RECORDED IN BOOK

816 PAGE 766
THIS 12 DAY OF Oct. 1977.

H. H. Ferguson
CHANCERY CLERK

All bearings referenced to true North as determined by solar observations, as per survey of Ronald R. Williams, P.E., R.L.S., Mississippi No. LS 1608, dated April 15, 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 covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 588 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expenses of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 7th day of May 19 76

E. W. Osborne, Jr.
E. W. OSBORNE, 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

E. W. Osborne, 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 7th day of May 19 76

My Commission Expires March 13, 1979

Mary Crean

Notary Public

STATE OF MISSISSIPPI, DE SOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock
05 P. M. 7 day of May 1976, and that the same has
199 527 REAL ESTATE Trust Deed

10

5.00

CANCELLED BY AUTHORITY RECORDED IN BOOK
216 PAGE 304
THIS 14 DAY OF April 1977
H. S. Simpson
CHANCERY CLERK

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between Joe D. Osborne and wife,
Rocille L. Osborne

of the first part, hereinafter designated as the Grantor,

Melvin McClure, Jr. Trustee, of the second part, hereinafter designated as Trustee, and

Security Bank of Hernando
Southaven Branch of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
Twelve Thousand Seven Hundred Eighty and No/100----- DOLLARS
(\$ 12,780.00) evidenced by one promissory note of even date herewith in favor of
the beneficiary, including interest at the rate of 8 per centum per annum after
maturity, providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

in 83 monthly installments of \$152.14 each, and one (1) final installment of
\$152.38, the first installment due on the 28th day of May, 1976, and succeed-
ing installments due on the 28th 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 Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto

State of Mississippi, and more particularly described as follows, to-wit:

Beginning at the Northwest corner of the northeast quarter of Section 29, Township 2,
Range 7 West, Chickasaw Cession; thence S 00 degrees 21' 49" W 383.99 feet along the
west line of said quarter section to a point (1/2" steel reinforcing bar set on line
25 feet east of corner); thence S 89 degrees 39' 05" E 1232.22 feet to a 1/2" steel
reinforcing bar set; thence N 00 degrees 26' 57" E 381.74 feet to a 1/2" steel re-
inforcing bar found on the North line of said Section; thence N 89 degrees 32' 49"
W 1232.79 feet along the north line of said section to the point of beginning, con-
taining 10.83 acres more or less located in the Northeast quarter of said section.
All bearings referenced to true North as determined by solar observations, as per
survey of Ronald R. Williams, P.R., R.L.S. Mississippi No. IS 1608, dated April 15,
1976.

CANCELLED BY AUTHORITY RECORDED IN BOOK
210 PAGE 711
THIS 27 DAY OF April 1977
H. S. Simpson
CHANCERY CLERK

Together with all the hereditaments and appurtenances thereto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 558 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 hereinafter, 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 there 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 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 May 1976

Joe D. Osborne
 JOE D. OSBORNE
Rocille L. Osborne
 ROCILLE L. OSBORNE

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 Joe D. Osborne and wife, Rocille L. Osborne 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 May 1976
 My Commission Expires: My Commission Expires March 13, 1979
Mary Crum
 Notary Public

STATE OF MISSISSIPPI COUNTY OF DeSoto
 05 P. 197 530 May 10 May
 5.00

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 BOBBY GENE MILLER & WIFE, DELLA FAY MILLER, dated the 23rd day of April, 1976, and recorded under Register No. Book 199 Page 74 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, TWO HUNDRED DOLLARS (\$33,200.00) and all moneys due or to become due thereunder with the interest thereon.

SIGNED at Memphis, Tennessee, this 6th day of May, 1976.

JAMES E. MCGEHEE & COMPANY, INC.

BY Harold Crase Vice-President

ATTEST Marge Jobe Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

BEFORE ME, the undersigned, a Notary Public, within and for the said County and State, at Memphis, duly commissioned and qualified, personally appeared HAROLD V. CRASE and MARGE JOBE, with whom I am personally acquainted, and who upon oath acknowledged themselves to be, respectively the Vice President, and the Assistant Secretary of JAMES E. MCGEHEE & COMPANY, INC., the assignor, a corporation; and that they, as such Vice President and Assistant Secretary, being authorized so to do, executed and delivered the foregoing instrument for the purposes therein contained, by the said HAROLD V. CRASE subscribing thereto to the name of the corporation, by himself as such Vice President, and by the said MARGE JOBE attesting thereto, on the day and year therein mentioned.



WITNESS my hand and Notarial Seal at my office in said Shelby County at Memphis, Tennessee this 6th day of May, 1976.

Lynda Cook
Notary Public

My Commission expires: December 5, 1978

STATE OF MISSISSIPPI, DEED BOOK
45 P. 199 533 May 10 1976
Filed for record at 3 o'clock
and that the same has
BEEN RECORDED

2.50

Harold Crase
10 May 1976

Section 708, Revised Code of Mississippi

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by Virden Homes, Inc. to Rowan H. Taylor, Trustee, Wortman & Mann, Inc. and recorded in Book 181 at Pages 67 of the Records of Deeds or Deeds of Trust in your office.

Witness my signature, this the 26th day of April, 1976.

WORTMAN & MANN, INC.

BY: James N. C. Moffat, III Vice President

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for said County and State, the within named James N. C. Moffat, III, Vice President of Wortman & Mann, Inc. a Mississippi corporation, who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and in the year therein mentioned, as his act and deed of said corporation, being duly authorized so to do.

Given under my hand and official seal, this the 26th day of April, 1976.



Sarah B. Hubbard NOTARY PUBLIC

My Commission Expires: My Commission Expires Jan. 27, 1980

Handwritten notes at the bottom of the page including '30 A. 10 199 534 May 9 Jack', '10 May', and '2.50'.

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI
COUNTY OF DESOTO

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi
of Olive Branch, Miss. the beneficiary, does hereby certify
that a certain trust deed bearing date the 6th day of November
1968, made and executed by B. E. Millican and
Enolia P. Millican of
Olive Branch Miss. to Bank of Mississippi the
above named beneficiary, and recorded in the office of the Chancery Clerk
of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record
No. 105, on Page 455, of the Record of Trust Deeds, on the 8th day
of November, A.D. 1968, is now fully paid and satisfied; and I do
hereby authorize the Clerk of the Chancery Court of said DeSoto County to
enter satisfaction and certificate of payment in full upon this said instru-
ment and that this order be recorded in the records of said County also as
provided by law.

THIS THE 6th day of May, 1976.

Bank of Mississippi, Olive Branch, Miss.
Peggy Mitchell

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally came and appeared before me, the undersigned authority
of law in and for county and state aforesaid, Peggy Mitchell
who acknowledged that he signed and delivered the above and foregoing
instrument on the day and date for the purpose therein mentioned, for and on
behalf of said bank, after having been first duly authorized so to do.

GIVEN under my hand and seal of office this 6th day of
May, A.D. 1976.

Betty L. Holborne
NOTARY PUBLIC



30 A 10 199 535 May 10 o'clock
2.50

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF DESOTO

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi
of Olive Branch Miss. the beneficiary, does hereby certify
that a certain trust deed bearing date the 21st day of July
1971, made and executed by B. E. Millican and wife,
Mrs. Eolia P. Millican of
Olive Branch Miss. to Bank of Mississippi the
above named beneficiary, and recorded in the office of the Chancery Clerk
of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record
No. 131, on Page 20, of the Record of Trust Deeds, on the 14th 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 instru-
ment and that this order be recorded in the records of said County also as
provided by law.

THIS THE 6th day of May, 1976.

Bank of Mississippi, Olive Branch, Miss.

Peggy Mitchell

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally came and appeared before me, the undersigned authority
of law in and for county and state aforesaid, Peggy Mitchell
who acknowledged that he signed and delivered the above and foregoing
instrument on the day and date for the purpose therein mentioned, for and on
behalf of said bank, after having been first duly authorized so to do.

GIVEN under my hand and seal of office this 6th day of

May, A.D. 1976.

Betty L. Hollowell

NOTARY PUBLIC



30

A.

10
199

536

May

10

May

10

10

2.50

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI
COUNTY OF DESOTO

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi
of Olive Branch, Miss. the beneficiary, does hereby certify
that a certain trust deed bearing date the 30th day of April
19 71, made and executed by B. E. Millican and
Enolia P. Millican of
Olive Branch Miss, to Bank of Mississippi the
above named beneficiary, and recorded in the office of the Chancery Clerk
of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record
No. 128, on Page 248, of the Record of Trust Deeds, on the 17th day
of May, 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 instru-
ment and that this order be recorded in the records of said County also as
provided by law.

THIS THE 6th day of May, 19 76.

Bank of Mississippi Olive Branch, Miss.

Peggy Mitchell

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally came and appeared before me, the undersigned authority
of law in and for county and state aforesaid, Peggy Mitchell
who acknowledged that he signed and delivered the above and foregoing
instrument on the day and date for the purpose therein mentioned, for and on
behalf of said bank, after having been first duly authorized so to do.

GIVEN under my hand and seal of office this 6th day of
May, A.D. 1976.

Billy L. Hollowell
NOTARY PUBLIC

My commission expires:
Feb. 3, 1977

STATE OF MISSISSIPPI, DE SOTO COUNTY

This instrument was filed for record at 10 o'clock
A.M. on May 1976, and that the same has
been duly recorded.

30 A. 10 537
199 May

10
H. P. [Signature] 1976

2.50

538

CANCELLED BY AUTHORITY RECORDED IN BOOK

248 PAGE 221

THIS 4 DAY OF Sept 1979

H. G. Ferguson
CHANCERY CLERK

LAND DEED OF TRUST

Jack M. Sherrill ET UX, Grantors

WARRANTY DEED, the undersigned hereby warrant to the beneficiary, Templan Inc. 3943 A Hwy 1 South Southaven MISS 38671

in the sum of Three thousand Five hundred Fifty Two and no/100 Dollars,

as evidenced by my four promissory notes in said amount, of even date herewith, dated and payable to the order of Templan Inc.

or bearer, in 24 installments of \$ 148.00 each, and a final installment of \$ 148.00 on the

5th day of each and every month hereafter until paid in full, with interest after maturity 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 in any debt and contract to secure the prompt payment of said indebtedness at the maturity thereof, and any renewal or extension thereof, and any other indebtedness that may be or become owing by the grantors or either of them to the beneficiary prior to the payment of the indebtedness herein secured and secured, as any extension or renewal thereof.

THEFORE, 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 hereby sell, convey and warrant unto Henry A Ashby, Jr.

as Trustee, the following described property situated in the City of DeSoto Southen County of DeSoto

and State of Mississippi, to-wit:

Lot 739, Section "D" in greenbrook Subdivision in Section 19, Township 1, Range 7 West, as shown by plat recorded in Flat Book 9, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi

together with all and singular the improvements thereon and appurtenances thereto 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 covenant, however, is in trust, and should the undersigned pay the aforesaid note at maturity as well as any extensions or renewals thereof and otherwise perform all the terms and conditions thereof, and of this instrument, then this covenant shall be void, otherwise, and in the event that the undersigned should fail to pay said indebtedness, or any installment or part thereof, at maturity, or should otherwise fail to perform any of the terms and conditions of said note, then said Trustee shall, upon demand of said beneficiary, its successors or assigns, whether or not all of said indebtedness shall have become due, sell, at public outcry, to the highest bidder for cash, within legal hours, and at the courthouse of the aforesaid county for (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 two notices 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, reconstruction, 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 to not required to, obtain such insurance and pay all such taxes and other charges, either or all, and all sums of money expended thereof are hereby required by this deed of trust, and shall be repayable with interest at 9% 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 released 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 unexpired premium held. For default in either of said matters, the Trustee may make sale of said property, upon demand of said beneficiary, its successors or assigns, and apply the proceeds received therefrom, all as hereinbefore provided in event of default in payment of said note by the undersigned.

This deed of trust secures not only the aforesaid indebtedness but also such future and additional advances as may be made to the grantors, or either of them, by the beneficiary to a sum not exceeding \$10,000.00 (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 heretofore, now, or hereafter contracted with the beneficiary by the grantors, or either of them, before the cancellation of record of this instrument, whether such indebtedness be represented by promissory notes, open account, or otherwise, including also any indebtedness of any grantor herein made as joint maker, surety, endorser or guarantor, either direct, contingent or indirect, together with all extensions and renewals of any of the aforesaid obligations, or any part thereof, and whether otherwise secured or not.

Any and all acts authorized herein on the part of the beneficiary may be performed by it, acting through any of its officers; and should any successor or assign of said beneficiary be a corporation, then such acts may likewise be performed by such corporation acting through any of its officers.

The said beneficiary, its successors, assigns, or legal representatives, or any owner of the above mentioned note, or either of them, are hereby authorized to appoint, in writing, successive or substitute trustees in the place of the Trustee hereinabove named, or the successor or successors of such Trustee, if from any cause the above named Trustee, or the successor or successors of such Trustee, shall not be present, able and willing to execute the trust granted hereunder or to act in the premises, or if said beneficiary, its successors, assigns or legal representatives, or any owner of the aforesaid note, or either of them, shall for any reason desire so to do.

In case of foreclosure and sale of any of the above described property, the beneficiary, or any owner or holder of the notes and indebtedness secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Witness the signature(s) of the undersigned this the 5th day of May, 19 76

Jack Sherrill
Ronal C Sherrill

STATE OF MISSISSIPPI
COUNTY OF DeSoto



Personally appeared before me, the undersigned authority in and for said county and state, the within named Jack M. Sherrill

and acknowledged that he, she/they signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 5th day of May, 19 76

[Signature]
Notary Public
My commission expires: 2/1/76

30 A. 10 1979 538 May 10 2.50

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
COLEMAN, Bobby G. and wife, Betty J., Bobby G. Coleman is one and the
same person as Bobby Gene Coleman

on the 16th day of April, 19 76 and recorded in
Vol. 198
Page 657, 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: Sam M. Helms
Address: 165 Madison Avenue
Memphis, Tennessee

STATE OF MISSISSIPPI, DE SOTO COUNTY.
I, Clerk of Court, do hereby certify that this instrument was filed for record at 10 o'clock
30 A. 10 May 1976, and that the same has
been recorded in Book 539 Page 10 of the REAL ESTATE DEED BOOK.

250

10 May 1976
H. P. Sugars

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
WRIGHT, Hugh Franklin, one and the same person as Hugh F. Wright, and
wife, Bobbie A. Wright

on the 23rd day of April, 19 76 and recorded in
VOL. 158
PAGE 163, 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: Pam M. Holcomb
Address: 165 Madison Avenue
Memphis, Tennessee

30 A. 10 199 540 May 10
10 o'clock
May 10 1976
2.50

1133

283

DEED OF TRUST

THIS DEED OF TRUST is made this 3rd day of May, 19 76, among the Grantor, Joseph D. Harris and wife, Alice F. Harris

W.E. O'Hare (herein "Borrower"),
and the Beneficiary, Cleveland Federal Savings & Loan Association (herein "Trustee"),
organized and existing under the laws of the United States of America, a corporation
210 North Street, Cleveland, 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 Sunflower, State of Mississippi:

Part of Lot 14 in Section 32, Township 22 North, Range 4 West, Sunflower County, Mississippi, described as: Commencing at the Southeast corner of said Lot 14; thence due North along the east line of said Lot 14 for 1458 feet to a point on the North right of way line of Mississippi State Highway No. 8 and the point of beginning of the tract herein being described; thence run Northwesterly along the curved North right of way of said Highway for 440 feet; thence North 9°25' East for 560 feet to the high bank of Sunflower River; thence South 82°00' East for 344.8 feet along the high bank of said Sunflower River to the East line of said Lot 14; thence due South along the East line of said Lot 14 for 588 feet to the point of beginning and containing 5.1 acres of land, more or less,

and the following described property located in the County of DeSoto, State of Mississippi:

Lots 117 and 118, Section A, Lake O' the Hills Subdivision, Section 20, Township 3, Range 9 as shown on recorded plat of said subdivision in Plat Book 2, page 29-33, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

"In the event that the premises herein described, or any portion thereof, be sold or conveyed prior to the time the indebtedness secured hereby shall have been paid, then the entire indebtedness secured by this Deed of Trust shall, at the option of the Party of the Third Part, become due and payable."

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Thirty-five Thousand & 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 May 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 easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. **Remedies Cumulative.** All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. **Uniform Deed of Trust; Governing Law; Severability.** This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

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expiration of each period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

Non-Urgent Covenants. Borrower and Lender further covenant and agree as follows:

18. Acceleration Remedies. Through as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DeSoto County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstatement. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall 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.

Joseph D. Harris
Joseph D. Harris —Borrower

Alice F. Harris
Alice F. Harris —Borrower

RFD Sunflower Co., Miss.
RFD Horn Lake, Miss.
Rt 1, Box D 104, Horn Lake, Miss.
Property Address

STATE OF MISSISSIPPI, Bolivar COUNTY ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named Joseph D. Harris and wife, Alice F. Harris who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 3rd day of May, A.D., 1976



Boyd P. Atkinson
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was
filed for record at 10 o'clock and
30 minutes A. M. 10
1976 and that the

STATE OF MISSISSIPPI, DeSOTO COUNTY
This instrument was filed for record at 10 o'clock
on 10 day of May, 1976.
1976 541
REAL ESTATE DEED
550
10
H. H. S. May
1976

(as) W. E. O. Hare

CANCELLED BY AUTHORITY RECORDED IN BOOK

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THIS 15 DAY OF July 1986

H. D. Jernson
CHANCERY CLERK
DS.

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1985)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between Kenneth N. Pickens and wife Sandra J. Pickens of the first part, hereinafter designated as the Grantor,

James E. Woods Trustee, of the second part, hereinafter designated as Trustee, and

Ray W. Addison and wife Julia Ruth Fudge Addison, of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Thirty Thousand and No/100-----DOLLARS (\$30,000.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 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:

Due and repayable in 240 equal amortized monthly installments of \$265.12 with the first installment due on or before the 1st day of September, 1976, and one installment due on the same day of each month thereafter until paid in full.

Party of the first part reserves the right to prepay all or any part of the said indebtedness on or before due date without penalty. Failure to make any installments when due shall operate the cause of the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of this instrument.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto State of Mississippi, and more particularly described as follows, to-wit:

Lot #1, Fair Oaks Subdivision, Section 22, Township 1 South, Range 7 West as shown on plat recorded in Plat Book 2, Pages 48 and 47 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

If all or any part of the property or an interest therein is sold or transferred by party of the first part without third party's prior written consent, excluding (a) the creation of a lien or incumbrance subordinate to this deed of trust, (b) the creation of a purchase money secured interest for household appliances, (c) a transfer by devised decent or operation of law upon the death of a joint tenant or (d) the grant of any lease hold interest of three years or less, not containing an option to purchase, parties of the third part may at their option declare all the sum secured by this deed of trust to be immediately due and payable. Party of the Third part shall have waived such option to accelerate if,

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CANCELLED BY AUTHORITY RECORDED IN BOOK
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THIS 24 DAY OF July 1986
H. D. Jernson
CHANCERY CLERK
DS

prior to the sale or transfer, said party of the third part 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 parties of the third part and that the interest payable on the sum secured by this Deed of Trust shall be at such rate as party of the third part shall request. If party of the third part has waived the option to accelerate, provided herein and if party of the first part success or interest has executed a written assumption agreement accepted in writing by party of the third part, party of the third part shall release bar from all obligations unto this deed of trust and the note.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 388 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor hereto, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property heretofore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance heretofore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 7th day of May 1976

Kenneth N. Pickens
Kenneth N. Pickens

Sandra J. Pickens
Sandra J. Pickens

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 N. Pickens and wife Sandra J. Pickens 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 7 day of May 1976
My Commission Expires 2-24-79 *Sheila C. Pennington*
Notary Public



30 A. 199 545 May 10
FEE \$ 5.00
H. M. Ferguson

JUN 18 DAY OF June 1976

H. D. Ferguson
CHANCERY CLERK

TRUST DEED

IN CONSIDERATION of Ten Dollars in hand paid, we convey and warrant to C. Willis Connell, Jr. DeSoto TRUSTEE, property in ~~Catahoula~~ Coahoma County, Mississippi, as follows, to-wit:

Lot 47, 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

IN TRUST, to secure payment of one notes, of this date, in favor of BANK OF CLARKSDALE, Clarksdale, Mississippi, as follows:
Sixteen thousand five hundred twenty-three & 24/100 ----- Dollars, due on the 5th day of November, 19 76

Bearing interest as designated in said note and attorney's fee therein provided for, and also to secure any amount paid to protect this security in insurance, taxes or other liens, renewals of indebtedness mentioned herein, or any other advance made by the beneficiary herein to grantor while this instrument remains uncanceled on record thereof.

If each of said notes and all other amounts, due hereunder are paid at maturity, this trust is to be void; but if either of said notes or any other amount herein provided for are not paid at maturity, the said Trustee shall sell the land at public outcry, for cash, in front of the Court House door of the County in which the land is located, after giving notice of the sale by advertising for three consecutive weeks preceding such sale, in a newspaper, published in the County, and by posting one notice at the Court House of the County where the land is situated for three consecutive weeks preceding such sale. Out of the proceeds of sale he shall pay the expense of executing this trust, including the attorney's fees named in said note, the indebtedness herein secured, and the balance to grantor herein.

If any note or other indebtedness herein secured shall not be paid at maturity, the entire indebtedness herein provided for shall become due and payable at once. If the Trustee or beneficiary under this trust shall at any time believe any of the property herein conveyed is endangered as security by remaining in grantor's possession, the Trustee may take possession of same and hold until the indebtedness herein mentioned is fully paid.

The beneficiary herein, through any officer thereof, or legal holder of said indebtedness may, whenever desired, appoint another Trustee, or any succeeding Trustee, in the place of the original Trustee, and the one so appointed shall be invested with all the power and authority conferred on the original Trustee.

Grantor agrees to keep the improvements on the property insured against loss by fire and other insurable hazards in an amount equal to the full insurable value thereof, payable, in the event of loss to the Trustee aforesaid; and failure to do so will authorize the foreclosure of this instrument in the method above provided, although the due date of said indebtedness has not arrived.

WITNESS OUR Signature of this the 6th day of May, 19 76

Tom Smythe Cooper
Margie Nix Cooper

STATE OF MISSISSIPPI,
COAHOMA COUNTY

Personally appeared before me a Notary Public of said county, the above named Tom Smythe Cooper & wife, Margie Nix Cooper who acknowledged that they signed and delivered the foregoing instrument on the date named therein.

GIVE THEM MY HAND and seal of office this 6th day of May, 19 76

My Commission Expires October 3, 1978

Notary Public Seal

30 A. 10 199 550 May 10 10 May 2-50

This Indenture, made by and between JOHN L. SNYDER and Wife, COZETTE SNYDER,

party of the first part; HALLAM BOYD party of the second part, as Trustee; and NATIONAL BANK OF COMMERCE IN MEMPHIS, Memphis, Tennessee,

party of the third part, WITNESSETH:

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness hereinafter described, the party of the first part does hereby convey and warrant unto the party of the second part, as Trustee, and his successors in trust, the following described real estate situated in the County of DeSoto and State of Mississippi, to-wit:

Part of the North Half of the Southeast Quarter of Section 20, Township 2 South, Range 8 West described as BEGINNING at the Northwest Corner of the Southeast Quarter of Section 20, Township 2 South, Range 8 West; thence east along the north line of said Quarter Section 1,576.65 feet to a point; thence south 00 degrees 03 minutes 16 seconds east 465.59 feet to a point; thence north 89 degrees 25 minutes 32 seconds east 722.89 feet to a point in the center of a county road; thence along the center of said county road south 31 degrees 17 minutes 08 seconds west 210.00 feet to a point; thence continuing along center line of said road south 36 degrees 18 minutes 18 seconds west 396.92 feet to a point; thence west 1,965.28 feet to an iron pin; thence north 00 degrees 34 minutes 12 seconds east 958.00 feet to the point of beginning, containing 40.97 acres, more or less.

This conveyance is made in trust, however, to secure the payment of \$ 35,000.00 together with interest, evidenced by a note of even date executed by the parties of the first part, due and payable on demand, if no demand, 12 months from date,

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails to do, the holder or holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgagee's subrogation clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due or account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby; and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Witness the signature of the party of the first part, on this the 5th day of May, 1976

[Handwritten signatures of witnesses]

[Handwritten signatures of John L. Snyder and Cozette Snyder]

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
John L. Snyder and wife, Cozette Snyder,
 who acknowledged that the X signed and delivered the foregoing trust deed on the day and year therein mentioned as their
 voluntary act and deed.
 Given under my hand and seal this the 5th day of May, 1976
 My Commission expires BY COMMISSION EXPIRES JUNE 27, 1976
[Signature]
 Notary Public.

T. O. 209452

TITLE INSURANCE
protection against

WITNESS me

Page

duly recorded in

at 10:26 clock

day of May

was filed for record

of the Clerkery of

for the County and

certify that the

STATE OF MISSISSIPPI

County of D

MEMPHIS

NATIONAL BANK

FOR

HALLAM BOYD

COZETTE SNYDER

JOHN L. SNYDER

TRUST

MEMPHIS

MID-SOUTH TITLE

Comple

STATE OF MISSISSIPPI, DE SOTO COUNTY
 I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 10 day of May, 1976, and that the same has
 been recorded in Book 199 Page 551 records of REAL ESTATE Trust Deed
 of said County.
 Witness my hand at Memphis this the 10 day of May, 1976.
 Fees \$ 3.00 pd.
 SEAL [Signature] CLERK

ok
1/14

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, Miss. the beneficiary, does hereby certify that a certain trust deed
bearing date the 17 day of June 1974, made and executed by Albert J. Balestrino and
Josephine L. Balestrino of 4511 Millbranch, Mphs., 38116 to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 176 on page 505
of the Record of Trust Deeds, on the 17 day of June, A. D. 1974 is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 1th day of May, 1976.

THE HERNANDO BANK

[Signature]

by: A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Elois M. Barbee, Notary Public
in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed
of said The Hernando Bank, after first being duly authorized and empowered to do so.

Given under my hand and seal of office this 1th day of May, A. D. 1976

My Commission Expires Jan-7, 1978

[Signature]
Elois M. Barbee

LAURENCE-GREENWOOD 37544

30

A.

199

553

May

10

[Signature]
10 May 1976.

2.50

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI
COUNTY OF DESOTO

KNOW ALL MEN BY THESE PRESENTS: That T.R. HURDLE, PRES. of Security Bank of Hernando, the beneficiary, does hereby certify that a certain trust deed bearing date the 22nd day of March, 1976, made and executed by Cary G. Duncan, to Security Bank of Hernando the above mentioned 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. 197, on Page 453, of the Record of Trust Deeds, on the 22nd day of March, A.D. 1976, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

THIS THE 26th day of April, 1976.

SECURITY BANK OF HERNANDO

By: T.R. Hurdle, Pres.

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally came and appeared before me, the undersigned authority of law in and for county and state aforesaid, the within named T.R. HURDLE PRES. of Security Bank of Hernando, who acknowledged that he signed and delivered the above and foregoing instrument on the day and date therein mentioned as the act and deed of said bank, after having been first duly authorized so to do.

GIVEN under my hand and seal of office this 26th day of April, A.D. 1976.

Sharon L. Anderson
NOTARY PUBLIC

My commission expires:
My Commission Expires September 22, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 05 minutes P. M. 10 day of May 1976, and that the same has been recorded in Book 199 Page 555 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 11 day of May 1976.
Fees 2.50 pd. SEAL H. P. Ingram CLERK

556

CORPORATE DEED OF TRUST

United Local Development Co., Inc.

TO

BANK OF MISSISSIPPI

In consideration of \$10, in hand paid _____ convey and warrant to _____ trustee, the following described property in _____ DeSoto _____ County, State of Mississippi, to wit:

Lots 18 and 19 of Section A, Holiday Industrial Park, situated in Section 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, containing 3.467 acres, more or less.

The warranty in this deed is subject to subdivision and zoning regulations in effect in DeSoto County, Mississippi, and further subject to restrictions for Section A, Holiday Industrial Park, as shown of record in Deed Book 106, Page 31, Chancery Clerk's Office, DeSoto County, Mississippi, and incorporated in this deed by reference thereto as if fully set forth herein. The warranty is further subject to easements for utilities, maintenance, drainage and railroad tracks as shown on plat of said subdivision and also subject to restrictive covenants as shown on Plat of said subdivision.

This deed also covers any and all improvements which now exist or may be hereafter acquired to said property inclusive of all equipment as evidenced by security agreements and financing statements securing Note #4266 of Equipment Engineering Company dated 4/8/76 in the amount of \$57,275.50.

This is the first lien on the above described property except _____ None _____

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of BANK OF MISSISSIPPI of Tupelo, Mississippi, dated even herewith and due as follows:

(\$ 520,000.00	Five Hundred Twenty Thousand and 00/100-----	Dollars due	December 1	19 76
(\$ _____)		Dollars due		19 _____
(\$ _____)		Dollars due		19 _____

Bearing interest at the rate of 11 per cent per annum from _____ date _____ together with attorneys fees as therein provided.

(B) Also any other indebtedness heretofore, now or hereafter contracted with either said bank or the holder of the above described note or notes by the grantor or grantors herein or either of them, whether such other indebtedness be evidenced by note, open account, overdraft or any other manner whatsoever, including also any indebtedness of any grantor made as joint maker, surety, endorser, or grantor.

(C) Also any amount paid out or contracted to be paid, by the said bank or the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear eight per cent interest from date made, and due on demand.

(D) Also to secure any renewal or extension of all or any part of any of the above described indebtedness, and the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors agree and bind themselves as follows: To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the notes secured hereby; to pay all expenses and costs in any way incident to this trust deed; to keep said property free from all tax liens of every kind; to keep the improvements thereon in reasonable repair and not permit waste of said property; to keep the improvements thereon fully insured in reasonable companies against loss by fire and theft, payable in the event of loss to the owner, or owners of said indebtedness as their interest may appear.

III. All payments made as well as the proceeds of all property described in this deed of trust and all collaterals held by said bank (or the holder of the indebtedness secured by this deed of trust), whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said bank or the holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by said bank or the holder of the indebtedness secured by this deed of trust as they deem to their best interest and at their election.

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed as security by remaining in grantor's possession; or if the grantor or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sale to be advertised and made in the manner usual of like property are required by law to be advertised and made under execution; but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the Trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable Trustee's fee and the expenses of executing this trust.

V. The owner, or owners of said indebtedness whether they be the original owner, or owners by assignment, may, whenever they deem fit appoint a Trustee in the place of the one herein named, or any subsequent Trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted Trustee shall have all the powers of said original Trustee.

VI. Should the Trustee take possession of the property herein covered, such Trustee may without Court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said Trustee or his successors and the beneficiaries under this Deed of Trust if it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the Trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder covered as if he were a trustee subject to all the terms and conditions of this trust property appointed by decree of court.

VII. This Deed of trust is given and taken in renewal and extension of a deed of trust dated the _____ day

of _____ 19 _____ and recorded in Book _____ page _____ deeds and records

County, Miss., and is in no way intended to void said deed of trust or impair the security thereof.

Witness _____ signatures, this the 19th day of April, 19 76.

Ernest Joyner III
Secretary-Treasurer
United Local Development Corp.

STATE OF MISSISSIPPI

County of DeSoto

in and for said county and state, the above named Ernest Joyner III and _____

Secretary-Treasurer _____ of United Local Development Co., Inc.

who acknowledged that he signed, sealed and delivered the foregoing Trust Deed on the date named as officers of said corporation, and that they are duly authorized and empowered so to do by resolution of the Board of Directors of said corporation.

Given under my hand and seal of office, this 19th day of April, 19 76

My commission expires Nov. 29, 1979

Linda C. Perry

STATE OF MISSISSIPPI

Instrument was filed for record at 3 o'clock

05 _____ 1976, and that the same has _____

536 _____ REAL ESTATE TAX DEPT.

4.50

H. G. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK

209 PAGE 376

THIS DAY OF March 19 77

CANCELLED BY AUTHORITY RECORDED IN BOOK

208 PAGE 25

THIS DAY OF Jan 19 77

H. G. Ferguson
CHANCERY CLERK

Partial Release of this Instrument Recorded in
Real Estate 710 Book
No. 269 Page 519
This 20 day of Feb. 1981
H. B. 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

Jimmy Neal Andrews (also known as Jimmy N. Andrews)

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 Sixty-four thousand and 00/100----- DOLLARS (\$ 64,000.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of ten per centum per annum after 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 120 equal monthly installments of \$533.33 each, beginning June 1, 1976, with a like installment due on the same day of each month thereafter until paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto State of Mississippi, and more particularly described as follows, to-wit:

Beginning at a point 45.4 feet East and 104.3 feet South of the Northwest corner of Section 34, Township 1, Range 6 West said point being the Southwest corner of Lot 7 in Block 5 in the Town of Olive Branch as shown by the official map of said town prepared by St. George Richardson dated 1937 of record in the office of the Chancery Court Clerk of said County, running thence East 200 feet to a stake, running thence North to the North line of said Section 34, running thence West with the North line of said Section 200 feet to a stake thence South 104.2 feet to the point of beginning, and being the same land conveyed to

Copyright Mississippi Bankers Association
Andrews and wife, Mrs. Avie N. Andrews by Mrs. T. H.

34-1-6
Partial Release of this Instrument Recorded in
Real Estate 710 Book
No. 618 Page 92
This 22 day of Dec. 1979
W.E. Davis Clerk
Ing. Hubbard, D.C.

Partial Release of this Instrument Recorded in
Real Estate 710 Book
No. 210 Page 793
This 28 day of April 1977
H. B. Ferguson Clerk

Norvell, J. W. Norvell and Eugenia Norvell Hudson under date of March 18, 1953 as recorded in Book 39, Page 463 of the land deed records of DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 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 advance any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or rearing the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 30th day of April 1976

Jimmy Neal Andrews
Jimmy Neal Andrews

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named

Jimmy Neal Andrews

who severally acknowledged that he

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 30th day of April 1976

My Commission Expires: Jan 29 1980

Notary M. Smith
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 05 minutes P. M. 10 day of May 1976, and that the same has been recorded in Book 199 Page 557 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 11 day of May 1976.

Fee \$ 5.00 pd.

H. P. Ferguson
CLERK

560

CANCELLED BY AUTHORITY RECORDED IN 8001

243 PAGE 650

THIS 6 DAY OF June 1979

J. D. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1965)
L. A. N. D.

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

WILLIAM R. CHURCHILL and wife, YVONNE S. CHURCHILL,
of the first part, hereinafter designated as the Grantor,

WILLIAM W. BALLARD, Trustee, of the second part, hereinafter designated as Trustee, and

ERNEST A. DOERNER and wife, ALICE JO DOERNER,
of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
NINE THOUSAND AND NO/100----- DOLLARS

(\$ 9,000.00) evidenced by one promissory note of even date herewith in favor of
as set forth in said promissory note
the beneficiary, bearing interest ~~at the rate of~~XX
per annum and

, providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit: in five (5) annual principal installments of
ONE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$1,800.00) each, the
first of said principal installments being due and payable on or before
April 1, 1977, and one of said annual principal installments being due
and payable on or before the same day of each consecutive year there-
after until all of said indebtedness shall be paid in full, with interest
on the unpaid principal balance payable with each of said annual install-
ments.

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.

This instrument is subordinate to that instrument of record in Real Estate
Trust Deed Book 124, at page 413, of the land records of DeSoto County,
Mississippi, to which recorded instrument reference is hereby made. The
beneficiaries hereunder covenant that all payments secured by said prior
deed of trust have been promptly made as of the date hereof.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid
indebtedness, as well as any extension of the same, or any part thereof, and any other or further
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the County
of DeSoto, in Section Thirty-One (31), Township Three (3) South, Range
Nine (9) West,

State of Mississippi, and more particularly described as follows, to-wit:
COMMENCING at the northeast corner of Section 31, Township 3 South, Range
9 West, DeSoto County, Mississippi; thence S86° 30' 31" W - 2368.15 feet
along the north line of said section to a point; thence south 3.53 feet
to the point of beginning being the northwest corner of the described
tract and a point where the south line of Koko Reef Drive intersects the
centerline of Oahu Cove; thence along the center of Koko Reef Drive with
the following calls:
S05° 29' 39" W - 59.71 feet; S16° 20' 31" W-193.82 feet; S13° 56' 58" W-
62.35 feet to a P.K. nail (iron pin set on 25 foot offset); thence S52°
41' 17" E-711.88 feet to an iron pin; thence S66° 18' 41" E-400.34 feet
to a point in Koko Reef Lake (iron pin set on line 125.33 feet from said
point in lake); thence N14° 14' 43" W-37.85 feet to an iron pin found at
the southwest corner of Lot 37, Koko Reef Subdivision; thence along the

west line of said lot with the following calls: N14° 14' 43" W-181.22 feet to an iron pin; N08° 31' 43" W-87.67 feet to an iron pin; N10° 58' 21" E-352.69 feet to an iron pin in the south line of Hilo Drive; thence along said south line of Hilo Drive with the following calls: N89° 13' 14" W-112.62 feet; N69° 48' 14" W-78.72 feet; N58°-06' 37" W-123.57 feet; N88° 38' 41" W-164.27 feet; N73° 06' 20" W-112.45 feet; N65° 21' 09" W-120.27 feet; N68° 40' 13" W-198.80 feet to the point of beginning, containing 10.01 acres, more or less, located in the northeast quarter of said section. All bearings being referenced to true north as determined by solar observation. As per the survey of Ronald R. Williams, P. E., R. L. S., Mississippi No. LS 1608, dated August 1, 1975, and revised: August 29, 1975; December 19, 1975; February 2, 1976.

It is agreed between the parties hereto that the payment of the entire indebtedness secured hereby shall be made jointly to the beneficiaries hereof and to Hugh Dancy, beneficiary of said prior deed of trust, or to his assignee, it being the agreement of the parties hereto that the entire indebtedness secured hereby shall be applied to the indebtedness secured by said prior deed of trust so long as said prior deed of trust constitutes a lien upon the lands described herein.

Should the indebtedness secured by said prior deed of trust be paid during the life of this instrument, the balance of the indebtedness secured hereby shall be paid solely to the beneficiaries hereunder.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 333 of the Mississippi Code of 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.

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.

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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 hereina, 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 aforesaid by the State of Mississippi of any law imposing payment of the whole or any part of any of the taxes assessed upon the trustee or 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 May, 1976.

William R. Churchill
WILLIAM R. CHURCHILL
Yvonne S. Churchill
YVONNE S. CHURCHILL

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 R. CHURCHILL and wife, YVONNE S. CHURCHILL,

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 May,

My Commission Expires: May 6, 1978

Spam McArthur
Notary Public
DESOTO COUNTY, MISSISSIPPI
1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that this instrument was filed for record at 4 o'clock 25 minutes P. M. 10 day of May 1976, and that the same has been recorded in Book 199 Page 560 records of REAL ESTATE Trust Deed

THIS THE 11 DAY OF May 1976.
H. H. Ferguson

5.00

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. ss.

RETURN TO
RECORD DATA
SUITE 200 N. MAIN
MEMPHIS TN 38103

KNOW ALL MEN BY THESE PRESENTS: That J. A. Joyner
of FinanceAmerica Corporation (Formerly G.A.C. Finance Corp.)
the beneficiary, does hereby certify that a certain trust deed
bearing date the 17th day of May 19 72, made and executed by James P. & Mary L.
Carson 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 Real Estate Trust Deed Record No. 143 on page 427
of the Record of Trust Deeds, on the 7th day of June 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.

FinanceAmerica Corporation

J. A. Joyner Mgr.

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 6th day of MAY A. D. 19 76

Queen A. C. Carley



LAUREL-CHANCELLOR OF 27844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock
20 minutes P. M. 10 day of May 1976, and that the same has
been recorded in Book 199 Page 563 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 11 day of May 1976.

Fees \$ 2.50 pd.

SEAL *H. H. Ferguson* CLERK

564

This instrument prepared by: Hilda Sullivan

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Register's Office of Shelby County, Tennessee, certain real property was conveyed by the hereinafter named grantor to 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
Paul F. Coffman and wife Evenlyn A. Coffman	10/21/75	Book 192 Page 215	Lot 121, Lakewood Estates Subdivision in Section 23, Township 2, Range 7, as shown on the record plat of said subdivision in plat book 7, page 49 in the office of the Chancery Clerk of DeSoto County, Mississippi.

NOW, THEREFORE, in consideration of the premises the undersigned Homemakers Finance Service, 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, heirs and assigns all right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.



The undersigned, Homemakers Finance Service, Inc. covenants with the said grantor that he the legal owner and holder of the notes described in and secured by said trust deed, and that he the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said Homemakers Finance Service, Inc. has hereunto set hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized to do so) this the 1st day of April 1976 Homemakers Finance Service, Inc.

[Handwritten signature]

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____



Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared John M. Miller with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the vice President of the Homemakers Finance Serv., Inc. the within named bargainer, a corporation, and that he as such vice President being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as vice President.

WITNESS my hand and seal at office in Shelby County, Tennessee this 26th day of April 1976.

[Handwritten signature]
Notary Public

My commission expires _____ day of _____, 19____
MY COMMISSION EXPIRES
JUNE 1, 1977

* Do not write below this line - FOR REGISTERS USE ONLY *

STATE OF MISSISSIPPI, DE SOTO COUNTY

I certify that the instrument was filed for record at 1 o'clock 20 minutes P. 10 day of May 1976, and that the same has been recorded in Book 199 Page 564 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 11 day of May 1976.

Fees 2.50

SEAL H. P. Ferguson CLERK

Attempted
CANCELLED BY AUTHORITY RECORDED IN BOOK
1678 PAGE 66
THIS 17 DAY OF March 2003
W.E. Davis
By M. Calm, DC CHANCERY CLERK

D-77280.gL

PREPARED BY
SIDNEY M. KATZ, ATTY.
4041 KNIGHT ARNOLD ROAD
MEMPHIS, TENN. 38118

VA Form 25-5222 (Home Loan)
Revised December 1983. Use Op-
tional Section 1810, Title 25,
U.S.C. Acceptable to Federal
National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 7th day of May, 1976,
by and between CHARLES B. BELEW and wife, RUBY J. BELEW

, hereinafter called the Grantor;
DELTA TITLE COMPANY, hereinafter called the Trustee, and NATIONAL MORTGAGE COMPANY

and existing under the laws of STATE OF TENNESSEE, a corporation organized
post-office address at 4041 KNIGHT ARNOLD ROAD, having its principal office and
Beneficiary: MEMPHIS, TENNESSEE 38118, hereinafter called the

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DeSoto, State of Mississippi, to wit:

Lot 683, Section C, Revised Plan, SOUTHAVEN SUBDIVISION, in Section 23, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 2, Pages 19, 20, 21, 22, in the Office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said lot. As per survey by ACME SURVEY COMPANY, dated May 1, 1976.

The holder of the certificate described herein shall have the right at any time to require the Trustee to pay to the holder of the certificate in addition to any amount due to the holder of the certificate the amount of the certificate plus interest thereon to the extent of the proceeds of the National Flood Insurance Program... The Trustee shall promptly deposit the proceeds of the sale of the property...

Should the National Flood Insurance Program fail or refuse to issue its guarantee of the loan insured by the certificate under the provisions of the National Flood Insurance Act of 1954, as amended, which act has been amended by the National Flood Insurance Act of 1968, the Trustee shall have the right to require the holder of the certificate to pay to the Trustee the amount of the certificate plus interest thereon to the extent of the proceeds of the National Flood Insurance Program... The Trustee shall promptly deposit the proceeds of the sale of the 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 any wise 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 EIGHTEEN THOUSAND AND NO/100----- Dollars (\$18,000.00-----) 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 NATIONAL MORTGAGE COMPANY, 4041 KNIGHT ARNOLD ROAD in MEMPHIS, TENNESSEE 38116, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of ONE HUNDRED THIRTY EIGHT & 42/100 Dollars (\$138.42-----), commencing on the first day of JULY, 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 JUNE, 2006.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
 - (ii) interest on the note secured hereby; and
 - (iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of this 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,

7.

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be ten per centum (10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

In Witness Whereof, the Grantor(s) has hereunto set his hand(s) the day and year herein first written above.

Charles B. Belew
Charles B. Belew

Ruby J. Belew
Ruby J. Belew

Tennessee
STATE OF MISSISSIPPI
COUNTY OF SHELBY

Personally appeared before me, the undersigned, in and for said County, the within named Charles B. Belew and Ruby J. Belew, 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 May, 1976.

M. V. [Signature]

My Commission Expires June 11, 1979



MISSISSIPPI Trust

STATE OF MISSISSIPPI SHELBY COUNTY

I certify that this instrument was filed for record at 2 o'clock 30 minutes P. on the 10 day of May, 1976, and that the same has been recorded in Book 199 Page 565 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 11 day of May, 1976.

Fees \$ 5.50

SEAL *H. P. [Signature]* CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

233 PAGE 28

TIME 31 DAY OF Oct. 19 78

H. S. Ferguson
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 Wanda Copons Blackburn

a (an) Individual
(Cooperation—Partnership—Individual)

of the first part, hereinafter designated as the Debtor, whose address is 1312 Mississippi Valley
(Street)
Blvd. Southaven DeSoto Mississippi 38671
(City) (County) (State)

said address being Debtor's Residence
(Place of Business—Residence)

First National Bank, Hernando (Bill Austin) Trustee, of the second part,
hereinafter designated as Trustee; and
First National Bank, Hernando 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 Seventy-three hundred ninety-four
Dollars (\$ 7,394.04) evidenced by promissory note of even date here- & 04/100
with in favor of Bank, bearing interest at the rate of 12.92 per centum per annum after
providing for the payment of reasonable attorney's fees in case of default and being due and payable as
follows, to-wit:

36 monthly installments at \$205.39, first being due June 3, 1976 and each succeeding
month until 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 601, Section C, Southaven Subdivision, in Section 23, Township 1 South, Range
8 West known as 1312 Mississippi Valley Blvd., Southaven, DeSoto, Mississippi

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Debtor does hereby grant to Bank a security interest pursuant to the Uniform Commercial Code in the following goods (check appropriate box or boxes):

A. Crops—All crops of every kind and character planted or growing, or to be planted or growing within one year from the date hereof, on the land described herein.

B. Livestock—

C. Farm Supplies—All feed, fertilizers, fuels, chemicals, poisons, planting seed, repair parts, tools and any and all other agricultural supplies owned by Debtor and used in his crop production or livestock operations.

D. Farm Equipment—All farm equipment and farm machinery of every description owned by Debtor and used in his crop production or livestock operations.

E. All property similar to that described under Items A to D inclusive, which at any time may hereafter be acquired by Debtor including, but not limited to, additions and replacements and progeny of livestock and poultry.

F. All products and proceeds of any of the property described under Items A to E inclusive.

All of the goods described under Items A to F inclusive (hereinafter called "Collateral"), are to secure (1) payment of the above mentioned note; (2) further advances, to be evidenced by like note or notes, to be made by Bank to Debtor, which advances shall not exceed \$_____ outstanding at any one time; (3) all other liabilities (primary, secondary, direct, contingent, sole, joint, or several) due or to become due or which may be hereafter contracted or acquired, of each Debtor (including each Debtor and any other person) to Bank; and (4) performance by Debtor of the agreements hereinafter set forth.

DEBTOR WARRANTS, REPRESENTS AND AGREES AS FOLLOWS:

1. Debtor is the owner of the Collateral clear of all liens and security interests except the security interest granted hereby, and Debtor has the right to make this agreement.
2. The equipment covered by this agreement shall be used principally in farming operations.
3. All of the Collateral is or will become located, kept or grown on the above mentioned land.
4. Debtor agrees to pay Bank: (a) the sums evidenced by all promissory notes executed pursuant to this agreement in accordance with the terms of the agreement and of the notes; (b) all sums, including reasonable attorney's fees and legal expenses, paid or incurred by Bank in pursuing any of its rights and remedies or in remedying any default pursuant to this agreement, together with interest thereon at the rate herein stipulated from the date the same shall have been paid; and (c) at Bank's option, the entire unpaid indebtedness to Bank, whether created or incurred pursuant to this agreement or otherwise, upon Debtor's default or if Bank deems itself insecure.
5. Debtor shall at all times keep the Collateral at the location described in this agreement, unless notice is given to Bank in advance of, and Bank consents in writing to its removal to another location.
6. Debtor shall keep the Collateral in good condition; attend to and care for the Collateral; do all other acts which may be necessary to raise and fatten the livestock and to grow, cultivate, spray, irrigate, cut, harvest, pick, clean, preserve and protect the crops and farm products, all according to the most approved methods of farming and husbandry. Debtor shall permit Bank to enter Debtor's farm at reasonable times to examine the Collateral.
7. Debtor shall not transfer, create or permit to be acquired any interest in or against the Collateral or the land herein conveyed, or permit any charge, including rent and taxes, to remain unpaid to or by any third person.
8. Debtor shall not sell or otherwise dispose of any of the Collateral without the prior written consent of Bank. The inclusion of proceeds in this agreement does not authorize Debtor to sell, dispose of or otherwise use the Collateral in any manner not specifically authorized by the agreement.
9. Debtor shall at all times keep the Collateral and the proceeds from any authorized disposition identifiable and separate from other property of the Debtor or any other person.
10. Debtor shall procure and maintain at his own expense insurance covering the Collateral and buildings on the land herein conveyed against all expected risks, and those risks which Bank may designate, under policies satisfactory to Bank, for the duration of this agreement, and the policies shall name Bank as its interest may appear and shall be deposited with Bank.
11. Debtor shall, as Bank may request and require, procure and deliver to Bank or execute any security agreement, financing statement or other writing necessary to create, preserve, protect or enforce Bank's rights and interests to or in the Collateral described in this agreement or in any other Collateral agreed to by the parties.
12. Debtor will keep the Collateral in good condition and repair, reasonable wear and tear excepted, and will permit Bank and its agents to inspect the Collateral at any time.
13. Debtor shall be in default under this agreement: (a) when he has made any misstatement in connection with or has failed to pay or perform any of his obligations, agreements or affirmations under this or any other agreement with Bank; (b) when any event occurs which results in acceleration of the maturity of the indebtedness of Debtor under any agreement with any

person; (c) upon the death, dissolution, termination of existence or business failure of Debtor, or the appointment of a receiver for any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding in bankruptcy or insolvency by or against, Debtor or any surety for Debtor; or (d) when Bank in good faith deems itself insecure and its prospect of payment impaired.

Until default, Debtor may harvest, process, store and use the Collateral in any lawful manner not inconsistent with this agreement or any insurance covering the Collateral, and may use and consume Collateral in preserving and preparing for market livestock or poultry, or in planting, cultivating or harvesting crops, any of which is Collateral under this agreement.

UPON DEFAULT, all sums secured hereby shall immediately become due and payable at Bank's option without notice to Debtor and Bank may proceed to enforce payment of same and to exercise all of the rights and remedies of a secured party under the Uniform Commercial Code of Mississippi or other applicable law and all rights provided herein, in the notes mentioned above, or in any other applicable security or loan agreement, all of which rights and remedies shall, to the full extent permitted by law, be cumulative including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, to perform all of the operations which Debtor has agreed to perform hereunder and to take such other measures as Bank may deem necessary for the care, growing, harvesting, protection, preservation, and marketing of the Collateral. Bank may require Debtor to assemble the Collateral and make it available to Bank at a place to be designated by Bank which is reasonably convenient to Bank and Debtor. Any notice of sale, disposition or other intended action by Bank, sent to Debtor at the address specified herein, or such other address of Debtor as may from time to time be shown on Bank's records, at least five days prior to such action, shall constitute reasonable notice to Debtor.

Also upon default, Trustee or his successor or successors, at the request of Bank, acting by any officer thereof, or at the request of any owner or holder of the notes secured hereby, shall sell said land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. The sale of said lands hereunder shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code, 1942 and Amendments, if any, thereto and Trustee shall make deed to the purchaser or purchasers. Should the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to Trustee and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties or in two judicial districts of the same county, Trustee may sell the whole in any of the counties, or in either of the judicial districts of the county in which any part of the land lies. Out of the proceeds of sale the Trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the Debtor, or to his proper representatives, agents or assigns.

The Bank, acting by and through any of its officers, or any owner or holder of the notes secured hereby may at pleasure without giving formal notice to the original or any successor Trustee, or to the Debtor herein, and without regard to willingness or inability of such Trustee to act or to execute this trust, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the Trustee herein named. If any other owner or holder of the notes secured hereby be a corporation, such appointment may be made by its president, vice-president, secretary or treasurer.

Bank may remedy in any reasonable manner or waive any default of Debtor without waiving the default remedied or any other prior or subsequent default.

In the event of Debtor's default or insolvency, any moneys or other property at any time in the possession of Bank belonging to any of the parties liable hereon to Bank, and any deposits, balance of deposits or other sums at any time credited by or due from said Bank to any of said parties, may at all times, at the option of Bank, be held and treated as collateral security for the payment of notes, executed pursuant to this agreement, whether due or not due, or any other liability of the said parties, and Bank may at any time, at its option, set off the amount due or to become due hereon against any claim of any of said parties against Bank.

If any provision of this agreement is held invalid, such invalidity shall not affect the validity or enforceability of the remaining provisions of this agreement.

This agreement shall inure to the benefit of Bank's successors and assigns and shall bind Debtor's heirs, representatives, successors and assigns. If more than one Debtor executes this agreement, their obligation shall be joint and several.

IN WITNESS WHEREOF, this agreement has been executed this 30th day of April 1976

First National Bank, Hernando
By R.A. Taylor Bank
By Wanda Copous Blackburn Debtor

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 Wanda Copous Blackburn

who severally acknowledged that she ~~the—she—they~~ signed and delivered the above and foregoing deed of trust and security agreement on the day and year therein mentioned.

Given under my hand and official seal, this the 30th day of April 1976
Donna J. Ray
NOTARY PUBLIC
My Commission Expires: My Commission Expires Nov. 24, 1979.

STATE OF MISSISSIPPI
COUNTY OF _____
Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid, _____
(President—Vice-President—Secretary—Treasurer)

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 15 minutes A.M. 5 day of May 1976, and that the same has been recorded in Book 199 Page 569 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 16 day of May 1976.
Fees \$ 5.00 pd.
SEAL H. P. Ferguson CLERK

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4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That THE HERNANDO BANK
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 10 day of December 1975, made and executed by C. W. Kelly
of Olive Branch, Mississippi to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No 194 on page 594
of the Record of Trust Deeds, on the 31 day of December, A. D. 1975, is now fully paid
The Hernando Bank does
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 10th day of May, 1976.

THE HERNANDO BANK

A. S. Ballard, J., President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority E. P. Barbee
President of The Hernando Bank
in and for County and State aforesaid, A. S. Ballard, Jr. 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
said The Hernando Bank, after first being duly authorized and empowered to so do.
Given under my hand and seal of office this 10 day of May A. D. 1976

My Commission Expires:

My Commission Expires Jan. 7, 1978

E. P. 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. 11 day of May 1976, and that the same has
been recorded in 199 Page 572 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 11 day of May 1976.

Fees 2.50

SEAL H. P. Ferguson CLERK

H. S. Ferguson
CHANCERY CLERK

Form No. F-811

Deed of Trust

This Indenture Made this the 3rd day of May 1976 by and between Hubert C. Haley and wife Mary F. Haley of the first part J.R. Wilson and W.W. Clayborne of the second part as Trustee, and Union Planters National Bank of Memphis, Tennessee of the third part:

WITNESSETH, That the party of the first part, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar, paid by the party of the second part, the receipt whereof is hereby acknowledged, does by these presents, CONVEY AND WARRANT unto the said party of the second part, and successors in trust, the following described real estate situated in the county of DeSoto, and STATE OF MISSISSIPPI, to-wit: Lot 1007, Section A. Southaven West Subdivision, Section 23, Township 1 South, Range 8 West as per plat recorded in Plat Book 2, Pages 43,44, 45, and 46 of the Chancery Court Clerk Office of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

TO HAVE AND TO HOLD the same, together with all the rights, privileges and appurtenances thereunto belonging, including all rights of homestead, unto the party of the second part, and unto successors and assigns forever.

IN TRUST, however, to secure the payment of a debt evidenced by certain promissory notes executed concurrently with this deed of trust in the principal sum of Forty Five Hundred, Seventy Six and 68/100--- dollars evidenced by one promissory instalment note of even date herewith executed by Hubert C. Haley and Wife, Mary F. Haley, payable to the order of Union Planters National Bank of Memphis ("Bank") at its place of business on Memphis, TN. in the amount of \$4,576.68 in thirty-six monthly instalments being in the sum \$127.13 each, on the 17th day of each month, beginning June 17, 1976, until this note is fully paid. Any instalment principal not paid when due shall bear interest after its due date at the maximum rate of interest which Bank, as a National Bank, is permitted by law to contract for and charge on the date of this loan.

said notes representing a principal indebtedness of \$ _____ with annual interest thereon at the rate of _____ per cent and all bearing _____ per cent per annum after date, payable _____ annually.

The party of the first part hereby COVENANTS and AGREES with the parties of the second and third part as follows:

TAXES—To pay all taxes, assessments and charges of every character which are now due or which may hereafter become liens on said real estate, also all taxes assessed in Mississippi against said second or third parties, or their assigns on the note, this deed of trust, or debt secured hereby, and to deliver to the third party receipts showing payment thereof, and, if not paid, the third party may pay such taxes, liens or assessments, and this deed of trust shall stand as security for the amount so paid, with interest, and the sum or sums so paid shall be immediately due and payable, and may be recovered from the party of the first part, with interest at the rate of eight per cent per annum. If such payment by the party of the first part cannot be legally made, the party of the third part or assigns may, at its option and without notice, declare the whole of the debt hereby secured due and payable.

INSURANCE—To keep the buildings on said premises insured in some responsible company, approved by the party of the third part, for the insurable value thereof, with the regulation mortgagee's subrogation clause attached, making said insurance payable, in case of loss, to the party of the third part, as his interest may appear, and deliver the policy and renewal receipts therefor to said third party. In case of failure to keep said buildings so insured, the holder of this deed of trust may effect such insurance, and the amount so paid shall be collectible from the party of the first part, with interest at eight per cent per annum, and this deed of trust shall stand as security therefor.

EXCESS CHARGES—That the said party of the third part shall not be liable for the payment of any charges or interest provided for in this deed of trust that may be found could not lawfully be made under the laws of the State of Mississippi, it being fully agreed and understood that it is the intention of the party of the third part that this deed of trust shall in all re-

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specis 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 successors 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 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.

Hubert C. Haley (SEAL)
Hubert C. Haley (SEAL)
Mary F. Haley (SEAL)
Mary F. Haley (SEAL)

STATE OF Miss }
COUNTY OF Shelby } ss. Acknowledgment.

Personally appeared before me, the undersigned Sandra Lee Maxwell

in and for the State and County aforesaid, the within-named Hubert C. Haley and wife Mary F. Haley

who acknowledge that they signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and seal, this the 3rd day of May, 1976

[Signature]
Notary Public.

MY COMMISSION EXPIRES AUGUST 7, 1978

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Clerk
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19
Clerk.
81 Bank

STATE OF MISSISSIPPI, IN SOTO COUNTY
I certify that this instrument was filed for record at 10 o'clock
30 minutes A. 11 day of May 1976, and that the same has
been recorded in 199 Page 573 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 11 day of May 1976.
Fees 3.50
SEAL [Signature] CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That First National Bank
of DeSoto the beneficiary, does hereby certify that a certain trust deed
bearing date the 27th. day of September 19 71 made and executed by H. A. Gatlin
of DeSoto in First National Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 133 on page 478
of the Record of Trust Deeds, on the 4th. day of October 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.

First National Bank

BY: R. A. Taylor
R. A. Taylor, Vice President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority, Richard A. Taylor
in and for County and State aforesaid R. A. Taylor, Vice President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 7th. day of May A. D. 19 76

My Commission Expires Nov. 24, 1979.

Donna J. Ray
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. 11 day of May 1976, and that the same has
been recorded in Book 199 Page 575 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 11 day of May 1976.

Fee \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

576

RICHARD L. SEXTON
BOI 335
LAKE COMFORT, 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 grantors, to NATIONAL BANK OF COMMERCE, MEMPHIS, TENNESSEE

as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such real property agreement; and

WHEREAS, All of the notes described in and secured by said real property agreement have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said real property agreement and

WHEREAS, Said real property agreement are briefly described as follows, to-wit:

<u>GRANTOR</u>	<u>Date of Instrument</u>	<u>Recorded</u>	<u>Description of Property</u>
RICHARD L. SEXTON DOROTHY SEXTON	NOV. 22, 1974	Book <u>181</u> Page <u>172</u>	ONE ACRE, MORE OR LESS IN THE SOUTHWEST QUARTER OF SECTION 34, township 2, SOUTH, RANGE 9 WEST, DEBOTO 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, TENNESSEE covenants with the said grantor, that they the legal owners and holders of the notes described in and secured by said real property agreement and that they have the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said NATIONAL BANK OF COMMERCE, MEMPHIS, 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 10th day of MAY 19 76.

NATIONAL BANK OF COMMERCE, MEMPHIS, TENNESSEE

[Signature]
BY: GARY D. CANTRELL, INSTALLMENT LENDING 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 LENDING OFFICER with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the INST. LENDING OFF. of the NATIONAL BANK OF COMMERCE, MEMPHIS, TENNESSEE the within named bargainer, a corporation, and that he as such INST. LENDING 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. LENDING OFFICER

WITNESS my hand and seal at office in MEMPHIS, TENNESSEE this 10th day of MAY, 19 76.

Notary public
My commission expires 22nd day of NOVEMBER 19 76

STATE OF TENNESSEE
COUNTY OF DEBOTO
This instrument was filed for record at 10 o'clock
30 day of May 1976, and that the same has
been recorded in the records of REAL ESTATE Trust Deed
Book 199 Page 576

2.50

11 day of May 1976.
[Signature]
CLERK

STATE OF MISSISSIPPI
DESOTO COUNTY

PARTIAL RELEASE

FOR AND IN CONSIDERATION OF \$10.00 and other good and valuable considerations, we, the undersigned Walker H. Hurdle, Jr., Sidney L. Hurdle and for North Mississippi Savings and Loan Association, Joe M. Hudspeth, do hereby release the following lands from the operations of said Deed of Trust shown in the land records of Desoto County, Mississippi in Trust Deed Book 136, page 461. Said land being released is described as lying and being situate in Desoto County, Mississippi, to-wit:

Beginning at a point that is 800 feet North and 15.8 feet West of the Southeast Corner of the West One Half of the Northwest Quarter of Section 33, thence South 0°39' West along the West line of a County Road a distance of 80.00 feet; thence North 53°40' West a distance of 539.30 feet; thence North 41°23' East a distance of 108.09 feet; thence South 48°37' East a distance of 485 feet to the point of beginning, containing one acre, more or less.

This is a partial release and shall not effect or impair the security of the Deed of Trust on the remaining lands described in said Deed of Trust.

Done this the 27th day of April, 1976.

Walker H. Hurdle, Jr.
WALKER H. HURDLE, Jr.

Sidney L. Hurdle
SIDNEY L. HURDLE

Joe M. Hudspeth
JOE M. HUDSPETH, for North Mississippi Savings and Loan Association

STATE OF MISSISSIPPI
MARSHALL COUNTY

Personally appeared before me, the undersigned authority in and for said County and State, Walker H. Hurdle, Jr. and Sidney L. Hurdle, whose signatures appear to the foregoing instruments, who acknowledged that they signed and delivered said instrument on the day and year of its date for the purpose stated therein.
Witness my hand and seal of office this the 27th day of April, 1976.

(S E A L)
My commission expires:
My Commission Expires June 22, 1979

Francis M. Gresham
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF Leflore

Personally appeared before me, the undersigned authority in and for said County and State, Joe M. Hudspeth, for North Mississippi Savings and Loan Association, whose signature appears to the foregoing instrument, who acknowledged that he signed and delivered said instrument on the day and year of its date for the purpose stated therein.
Witness my hand and seal of office this the 27th day of April, 1976.

(S E A L)
My commission expires:
My Commission Expires March 4, 1978

May I. Hunt
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. 11 day of May 1976, and that the same has been recorded in Book 199 Page 577 records of REAL ESTATE Trust Deed of Desoto County.

Witness my hand and seal this the 11 day of May 1976.

Fees 2.50 pd.

H. H. Ferguson CLERK

578

CANCELLED BY AUTHORITY OF THE CHANCERY CLERK

218 PAGE 370
THIS 16 DAY OF NOV. 1976

H. S. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Charles Brown, et ux
To { DEED OF TRUST
The Hernando Bank

THIS INDENTURE Made this April 19 76
between Charles Brown and wife, Brenda Brown
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 One Thousand Nine Hundred Ninety Four and 58/100 Dollars, evidenced by one promissory note of even date due and repayable in eighteen monthly installments of \$110.81 each, the first installment due June 1, 1976 and one installment due on the first day of each month thereafter until paid in full.

and any further amount that the party of the second part may furnish the party of the first part during the term hereof, and the parties of the first part have agreed to accept the prompt payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the parties of the first part paid by Joel P. Walker 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 lie on hand, and all the crops of every kind to be grown by the parties of the first part, or their family, or any hands working with or under them, either as tenants or otherwise, during the term hereof, and the parties of the first part have agreed to be bound to the said Trustee in the performance of their duty and

the land in DeSoto County, Mississippi described as follows:

Lot 224, Delta Ridge Subdivision, Section B, as shown by the Plat recorded in Plat Book 9, pages 33-40 in the office of the Chancery Clerk of said County in Sections 5 and 6, Township 3, Range 9.

Also one Magnolia Double-Wide mobile home, 24' x 60', now located on the above described lot. And one 4 ton durotherm air conditioner, serial number 05215, located in the mobile home.

This is the second lien deed of trust on the mobile home and the lot, and a first lien deed of trust on the air conditioner.

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.

First parties agree and covenant to maintain fire and windstorm insurance on the mobile home described above with loss payable clause in favor of second party as interests may appear during the life of this Trust Deed in such amount as second party may require.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the parties of the first part promptly pay the above stated indebtedness on or before the day of 1976, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the parties of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein provided, the parties of the second part

its assigns or legal representatives, can at any time appoint a Trustee in its stead.
Witness OUR signature S the date written above.
Charles Brown
Brenda Brown
Brenda Brown

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me a notary public of said County, the within named Charles Brown and wife, Brenda Brown

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 28th day of April 1976.
My Commission Expires Jan. 7, 1978 (SEAL) Clerk
By: D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Before me of said County, this day personally appeared the above named Charles Brown and wife, Brenda Brown, who, being first duly sworn,

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. of May 11 1976, and that the same has been filed in the records of REAL ESTATE Trust Deed

Witness me the 11 day of May 1976.
H. S. Ferguson

2.50

Assignment of this instrument Recorded in
Real Estate T18 Book
No. 252 Page 14
Date 8 Nov. 19 79
H. H. Ferguson

This deed of trust is being re-recorded to add VA clause

VA Form 24-2222 (Home Loan)
Revised January 1974. Use Op-
tional Section 1813, Title 38,
U.S.C. Acceptable to Federal
National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 29th day of April, 1976,
by and between LEE V. MORTON III AND WIFE, MARIANNE C. MORTON

, hereinafter called the Grantor;
JOHN LAND McDAVID, hereinafter called the Trustee, and

BAILEY MORTGAGE COMPANY

, a corporation organized
and existing under the laws of Mississippi, having its principal office and
post-office address at 161 E. Amite Street, Jackson, Mississippi 39205, hereinafter called the
Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum
of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by
these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated
in the County of DESOTO, State of Mississippi, to wit:

Lot 2, Jaybird Subdivision Revised, in Section 4,
Township 4, Range 7 West, as per plat thereof
recorded in Plat book 11, page 27 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
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, within sixty days from the date of this loan would normally become
eligible for such guaranty, the holder may declare the indebtedness hereby secured
at once due and payable and may foreclose immediately or may exercise any other rights
hereunder or take any further action as by law provided.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments
and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the
reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead,
and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition
thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of
the realty, and are a portion of the security of the indebtedness herein mentioned;

CANCELLED BY AUTHORITY, RECORDED IN BOOK
410 PAGE 350
THIS 18 DAY OF Aug 19 87
H. B. Ferguson
Chancery Clerk
DS-DC

To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Thirty-five thousand and no/100----- Dollars (\$ 35,000.00), with interest from date at the rate of Eight & one-half per centum (8 ½ %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Bailey Mortgage Company, 161 E. Amite Street in Jackson, Mississippi 39205 , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two hundred sixty-nine & 15/100 Dollars (\$ 269.15), 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 Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be Ten per centum (10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Lee V. Morton III
Lee V. Morton III
Marianne C. Morton
Marianne C. Morton

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

Personally appeared before me a notary public, the undersigned authority in and for said County, the within named Lee V. Morton and Marianne C. Morton, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 29th day of April, 1976.

Barbara J. Crenshaw
Notary Public

My commission expires:
11-26-83

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock ~~no~~ minutes P. M. 11 day of May 1976, and that the same has been recorded in Book 199 Page 579 records of REAL ESTATE TRUST DEED of said County.
Witness my hand and seal this the 12 day of May 1976
Fees \$ 5.00 pd.
SEAL *H. P. Ferguson* CLERK

9:00A
said County, conveyance
filed on the 11th day of May, 1976
199

De Soto

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 223 Page 107
This the 23 day of March 1978
H. J. Ferguson Clerk

583
Assignment of this Instrument Recorded in
Real Estate TID Book
No. 200 Page 485
This the 28 day of May 1976
H. J. Ferguson Clerk

STATE OF MISSISSIPPI
FHA FORM NO. 2135M
Revised February 1973

DEED OF TRUST

This form is used in connection with deeds of trust insured under the one- to four-family provisions of the National Housing Act.

THIS DEED OF TRUST, made and entered into this 30th day of April, 1976, by and between

CURTLEY C. HAYES, JR. and wife, DEBRA A. HAYES,

, hereinafter called the Grantor;

Max B. Ostner, Jr., hereinafter called the Trustee, and

JAMES E. MCGEHEE & COMPANY, INC.

a corporation organized and existing under the laws of the State of Tennessee, having its principal office and post-office address at 2200 Commerce Square, Memphis, 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 202, 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.

The funds derived from the indebtedness secured by this deed of trust have been used entirely to pay all or a part of the purchase price of the above described property.

TO HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to

JAMES E. MCGEHEE & COMPANY, INC.

a corporation organized

and existing under the laws of the State of Tennessee, the payment of a certain promissory note of even date herewith in the principal sum of Thirty-Four Thousand Five Hundred and No/100 Dollars (\$ 34,500.00), with interest from date at the rate of Eight per centum (8 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of James E. McGehee & Co., 2200 Commerce Square, Memphis, Tennessee,

in or at such other place as the holder may designate, in writing, in monthly installments of Two Hundred Fifty-Three and 23/100 Dollars (\$ 253.23), 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 (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

INDEXED BY AUTHORITY RECORDED IN BOOKS
353 PAGE 313
9 MAY 1976
H. J. Ferguson
CLERK OF DEEDS

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

- (I) premium charge under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
- (II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (III) interest on the note secured hereby; and
- (IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2¢) for each dollar (\$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 balance 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 the Beneficiary 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 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 the note hereby secured, be secured, 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 hereina 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.

Curtley C. Hayes, Jr.
Curtley C. Hayes, Jr.

Debra A. Hayes
Debra A. Hayes

STATE OF MISSISSIPPI, }
COUNTY OF DESOTO }

Personally appeared before me Deborah B. Ansbro the undersigned Notary Public in and for the said County, the within named Curtley C. Hayes, Jr. and Debra A. Hayes, 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 30th day of April, 1976.

My Commission expires:

1-28-80

Deborah B. Ansbro
Notary Public

STATE OF MISSISSIPPI }
COUNTY OF Desoto }

I, H. P. Ferguson, Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at 10:30 o'clock A.M., on the 12 day of May, 1976, and was recorded in Vol. , Record of Deeds, pages , on the

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 May 1976, and that the same has been recorded in Book 199 Page 583 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 12 day of May 1976.

Fees \$ 5.00 pd.

SEAL H. P. Ferguson CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Hugh W. Thomas, et ux

To DEED OF TRUST Security Bank of Hernando

THIS INDENTURE, Made this 10th day of May, 1976 between Hugh W. Thomas and wife, Donna F. Thomas

Security Bank of Hernando 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 Seven Thousand Six Hundred Eighty-Seven Dollars & 50/100 (\$7,687.50) evidenced by a promissory note of even date, bearing 10% interest from date, due and repayable on or before August 8, 1976

And my further intent that the party of the second part may furnish the party of the first part during the year 1976... and the party of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the 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...

Lot 9, Section B, Mt. Pleasant Heights Subdivision as per plat thereof recorded in Plat Book 4, Page 14 in the office of the Chancery Clerk of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 7, Township 3, Range 7.

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 8th day of August 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 returned to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part y of the second part its assigns or legal representatives, can at any time appoint a Trustee in its stead.

Witness OUR signature of the date written above. Donna F. Thomas

STATE OF MISSISSIPPI, DeSOTO COUNTY. Personally appeared before me, the undersigned authority of said County, the within named Hugh W. Thomas and wife, Donna F. Thomas

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 May 1976. Rebecca Kelly, Notary Public, My Commission Expires: 5-1-78.

STATE OF MISSISSIPPI, DeSOTO COUNTY. Before me

STATE OF MISSISSIPPI, DeSOTO COUNTY. I certify that this instrument was filed for record at 2 o'clock on the 11th day of May 1976, and that the same has been recorded in Book 586 of REAL ESTATE Trust Deed.

Paid, Satisfied and Cancelled This 12 day of July 1976 by J. J. Kelley, Assistant Cashier, Security Bank of Hernando, H. G. Ferguson, Chancery Clerk.

Witness my hand and official seal this the 12 day of May 1976. H. P. Ferguson, Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK
228 PAGE 705
THIS 31 DAY OF July 1978
D. B. Garrison
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between
John R. Gallo and wife, Carolyn Faye Evans Gallo,
of the first part, hereinafter designated as the Grantor,

Dudley B. Bridgforth, Jr. Trustee, of the second part, hereinafter designated as Trustee, and
FIRST NATIONAL BANK OF HERNANDO
of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
-----THREE THOUSAND FIVE HUNDRED FIFTY FOUR & 40/100 DOLLARS
(\$ 3,554.40) evidenced by 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:

In thirty (30) equal monthly installments of \$118.48 each, commencing
June 13, 1976, with like installments due on the 13th of each succeeding
month thereafter until paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid
indebtedness, as well as any extension of the same, or any part thereof, and any other or further
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the

State of Mississippi, and more particularly described as follows, to-wit:

Lot 80, Section "A" Revised, Greenbrook Subdivision in
Section 19, Township 1, Range 7 as per plat thereof
recorded in Plat Book 8, Pages 53 and 54 in the office
of the Chancery Clerk of DeSoto County, Mississippi.

Lot 20, Section "A", Brookhollow Subdivision in Section
24, Township 1 South, Range 8 West, as shown by plat
recorded in Plat Book 7, Page 8 in the office of the
Chancery Clerk of DeSoto County, Mississippi.

Parties of the first part reserve the right to pre-pay all or any part of said indebtedness on or before the due dates without penalty. A failure to make any installment when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of the note.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or in default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 388 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform such, 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 May 1976

John R. Gallo
JOHN R. GALLO
Carolyn Faye Evans Gallo
CAROLYN FAYE EVANS GALLO

STATE OF MISSISSIPPI,
COUNTY OF

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named John R. Gallo and wife, Carolyn Faye Evans Gallo 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 May 1976

My Commission Expires: 1-8-80

Deborah B. Ambro
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 12 day of May 1976, and that the same has been recorded in Book 199 Page 587 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 12 day of May 1976.

Fee \$ 5.00 pd

H. G. Ferguson

PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated March 16, 1972 executed by Wallace E. Johnson Enterprises, Inc., A Tennessee Corporation to David G. Williams and Joseph S. Sims as Trustee (s) for First National Bank of Memphis, Beneficiary, which Deed of Trust is recorded in Book 139, Page 581, in the Chancery Court Clerk's Office of DeSoto County, Mississippi, the undersigned First National Bank of Memphis, as Beneficiary, named in said Deed of Trust, has bargained and sold and by these presents does bargain, sell, convey, remise, release and quitclaim unto the said Wallace E. Johnson Enterprises, Inc. the following described property located in DeSoto County, Mississippi, to-wit:

Lot 381, Section B Revised, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 8, Page 51, in the office of the Chancery Clerk of DeSoto County, Mississippi.

To have and to hold the aforescribed real property unto the said Wallace E. Johnson Enterprises, Inc. and to its successors, heirs and assigns in fee simple forever, free and discharged from the lien of said deed of trust and the indebtedness secured thereby.

But this is a partial release and as to all other property described in and conveyed by said deed of trust not heretofore nor hereby released, the lien of same shall continue in full force and effect.

IN WITNESS WHEREOF the said First National Bank of Memphis Beneficiary and holder of the indebtedness secured by said Deed of Trust as aforesaid has executed this instrument this 6 day of May, 1976.

ATTEST:

[Signature] VICE PRESIDENT

FIRST NATIONAL BANK OF MEMPHIS

By [Signature] ASSISTANT 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 B. MOTT JONES who acknowledge that as ASSISTANT VICE PRESIDENT respectively, for and on behalf of and by authority of FIRST NATIONAL BANK OF MEMPHIS they signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND seal of office this the 6 day of May, 1976.

[Signature] Notary Public

My commission expires:

MY COMMISSION EXPIRES MARCH 24, 1977

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 May 1976, and that the same has been recorded in Book 199 Page 590 record of REAL ESTATE Trust Deed

Witness my hand and seal this 12 day of May 1976.

Fee \$ 2.50

[Signature]

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 80, Section A Revised, Greenbrook Subdivision in Section 19, Township 1, Range 7 as per plat thereof recorded in Plat Book 8, Pages 53-54 in the office of the Chancery Clerk of DeSoto Co., Miss.

Lot 1149, Section F Revised, Greenbrook Subdivision in Section 19, Township 1, Range 7 West, DeSoto Co., Miss., 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 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
7th day of May, 1976.

UNION PLANTERS NATIONAL BANK
MEMPHIS, TENNESSEE

BY: J. H. Jennings
J. H. JENNINGS
VICE PRESIDENT

ATTEST:

[Signature]
NOTARY PUBLIC

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 H. B. Goddard with whom I am personally acquainted, and who, upon their several oath, acknowledged themselves to be, respectively, the Vice President and the Vice President of Union Planters National Bank of Memphis, the within named bargainer, 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 association by himself as such Vice President, and by the said H. B. Goddard affixing and attesting thereon the corporate seal.

WITNESS MY HAND and Notarial Seal at my office in said Shelby County at Memphis, this the 7th day of May, 1976.

Barbara C. Hoings
NOTARY PUBLIC"

My commission expires:

MY COMMISSION EXPIRES OCTOBER 2, 1978

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 May 1976, and that the same has
been recorded in Book 199 Page 591 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 12 day of May 1976.

Fees \$3.50

SEAL H. P. [Signature] 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 Reapportionment 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 Reapportionment 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 Reapportionment 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 80, Section A Revised, Greenbrook Subdivision in Section 19, Township 1, Range 7 as per plat thereof recorded in Plat Book 8, Pages 53-54 in the office of the Chancery Clerk of DeSoto Co., Miss.
 Lot 1149, Section F Revised, Greenbrook Subdivision in Section 19, Township 1, Range 7 West, DeSoto Co., Miss, 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 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 26
day of April, 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 acknowledge 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 26 day of
April, 1976.

Oliver Wood
NOTARY PUBLIC



My commission expires:
My Commission Expires July 11, 1978

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 herein-
above, hereby consent to said Partial Release on this the 26 day
of April, 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 26 day of
April, 1976.

Oliver Wood
NOTARY PUBLIC



My commission expires:
My Commission Expires July 11, 1978

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 26 day of April, 1976.

Orlando Wood
NOTARY PUBLIC

My Commission expires:

My Commission Expires July 11, 1978

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 26 day of April, 1976.

Orlando Wood
NOTARY PUBLIC

My commission expires:

My Commission Expires July 11, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 12 day of May 1976, and that the same has been recorded in Book 199 Page 593 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 12 day of May 1976.

Fees \$ 4.00 pd.

SEAL H. P. Ferguson CLERK

H. B. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Erwin Spencer Vaughn, et ux

To { DEED OF TRUST
Security Bank of Hernando

THIS INDENTURE, Made this 11th day of May 1976
between Erwin Spencer Vaughn and wife, Karen Carey Vaughn
and Security Bank of Hernando

WITNESSETH, That whereas, said parties of the first part, being indebted to the said part Y of the second part in the sum of Sixteen Thousand Seven Hundred Dollars (\$16,700.00) evidenced by a promissory note of even date, bearing 9-1/2% interest from date, due and repayable in 84 equal amortized monthly installments of \$272.95 each, first of said installments shall be due June 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

Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that...

The Northwest Quarter of the Southeast Quarter of Section 11, Township 3, Range 7 W8st less and except that part of same embraced in right of way of Johnston Public Road, containing 39.54 acres, more particularly described as: BEGINNING at the Northwest corner of said Southeast Quarter of said Section 11; thence North 85 degrees 55 minutes East along the North line of said Quarter Section 1320 feet to an iron pin; thence South 4 degrees 05 minutes East and parallel to the West line of said Quarter Section 1320 feet to an iron pin; thence South 85 degrees 55 minutes Northwardly along said road right of way 1038 feet to its intersection with the West line of said Quarter Section; thence North 4 degrees 05 minutes West along the West line of said Quarter Section 290.4 feet to the point of beginning, and as said lands are shown by Survey Plat and Certificate of J. E. Lauderdale, C. E. dated February 7, 1969. And said lands are part of the lands acquired by W. S. Anderson by Warranty Deed dated February 13, 1941, and of record in Book 28, Page 196 of the Deed Records of said County.

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 makers of said note shall have the right to pay all or any part of said indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the parties of the first part promptly pay the above stated indebtedness on or before the maturity date thereof 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 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 of the date written above.
Erwin Spencer Vaughn
Karen Carey Vaughn

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me, the undersigned authority of said County, the within named Erwin Spencer Vaughn and wife, Karen Carey Vaughn

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 12 day of May 1976
My Commission Expires: 5-1-78 (SEAL) By: Notary Public Clerk D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Before me, one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, depose and say that he saw the above named

STATE OF MISSISSIPPI, DeSOTO COUNTY.
I certify that an instrument was filed for record at 9 o'clock 35 minutes A. M. 12 day of May 1976, and that the same has been recorded in Book 596 of REAL ESTATE Trust Deed of said County.
THIS the 12 day of May 1976
Fees \$ 2.50
SEAL H. B. Ferguson CLERK

Assignment of this Instrument Recorded in

Assignment of this Instrument Recorded in

Assignment of this Instrument Recorded in 597

Real Estate T.D. Book
No. 204 Page 522

Real Estate T.D. Book
No. 204 Page 527

No. 199 Page 607
The 13 day of May 1976

This the 4 day of Oct 1976

This the 4 day of Oct 1976

H. S. Ferguson Clerk

H. S. Ferguson

CORRECTION
DEED OF TRUST

ROBERT F. FREEMAN AND/OR MORINE C. NICASTRO to BRIDGETOWN, INC., A Mississippi Corporation.

In consideration of \$10.00 cash in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, Mississippi, to-wit:

Lot 313 Section B, Bridgetown Subdivision, as shown on plat recorded in Plat Book 14, Pages 38-44, in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of BRIDGETOWN, INC., A Mississippi Corporation dated even herewith, in the amount of Five Thousand Four Hundred Dollars and No Cents Dollars (\$ 5,400.00), bearing interest at the rate of 10 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Monthly installments of \$ 71.37 each beginning the 1st day of June, 1976, with a like installment due and payable on or before the 1st day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear ten (10) per cent interest from date made, and due on demand.

(C) Also to secure any renewal or extension of all or any part of any of the above described indebtedness, and the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors agree and bind themselves as follows: To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the notes secured hereby; to pay all expenses and costs in any way incident to this trust deed; to keep said property free from all tax liens of every kind; to keep the improvements thereon in reasonable repair and and not permit waste of said property; to keep the improvements thereon fully insured in acceptable companies against loss by tornado and fire, payable in the event of loss to the owner, or owners of said indebtedness as their interest may appear.

III. All payments made as well as the proceeds of all property described in this deed of trust and all collaterals held by the holder of the indebtedness secured by this deed of trust whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by the holder of the indebtedness secured by this deed of trust as they deem to their best interest and at their election.

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable trustee's fee and the expenses of executing this trust.

V. The owner, or owners of said indebtedness whether they be the original owner, or owners by assignment, may, whenever they deem fit appoint a trustee in the place of the one herein named, or any subsequent trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted trustee shall have all the powers of said original trustee.

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 31st day of January, 1976.

Robert F. Freeman
ROBERT F. FREEMAN

Morine C. Nicastro
MORINE C. NICASTRO

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named ROBERT F. FREEMAN AND/OR MORINE C. NICASTRO, who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 10th day of May, 1976.

Virginia M. Wiley
NOTARY PUBLIC

My commission expires:

My Commission Expires February 20, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 25 minutes A. on the 12 day of May, 1976, and that the same has been recorded in 199 Page 597 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 12 day of May, 1976.

H. P. Sugar
CLERK

Fee 3.50

Assignment of this Instrument Recorded in
Real Estate T10 Book
No. 204 Page 527
This the 7 day of Oct 1976

Assignment of this Instrument Recorded in
Real Estate T10 Book
No. 199 Page 608
This the 13 day of May 1976
599

H. H. Ferguson Clerk

CORRECTION
DEED OF TRUST

PAUL J. HEIN AND WIFE, CHERYL M. HEIN to BRIDGETOWN, INC., A
Mississippi Corporation.

In consideration of \$10.00, in hand paid WE convey and warrant
to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County,
State of Mississippi, to-wit:

Lot 438, Section C, Bridgetown Subdivision,
as shown by the plat recorded in Flat Book 13, Page
42 in the office of the Chancery Clerk of DeSoto
County, Mississippi, in Section 23, Township 2,
Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in
favor of BRIDGETOWN, INC., A Mississippi Corporation, dated even herewith,
in the amount of Four Thousand Nine Hundred Dollars and No Cents Dollars
(\$ 4,900.00), bearing interest at the rate of 10 per centum
per annum after date, providing for the payment of attorney's fees in case
of default and being due and payable as follows, to-wit:

Monthly installments of \$ 64.75 each beginning the 1st day of
June, 1976, with a like installment due and payable on
or before the 1st day of each succeeding month thereafter until paid
in full.

(B) Also any amount paid out or contracted to be paid, by the holder
of said indebtedness to protect the property herein described or the title thereto,
including insurance, taxes, assessments, and any other liens or charges. All
such additional indebtedness or advances, when not otherwise specified by contract
to bear ten (10) per cent interest from date made, and due on demand.

(C) Also to secure any renewal or extension of all or any part of
any of the above described indebtedness, and the performance and fulfillment
of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors agree and bind themselves as follows:
To promptly fulfill and comply with all of the terms and conditions expressed
and provided for in the notes secured hereby; to pay all expenses and costs
in any way incident to this trust deed; to keep said property free from all
tax liens of every kind; to keep the improvements thereon in reasonable repair
and and not permit waste of said property; to keep the improvements thereon
fully insured in acceptable companies against loss by tornado and fire, payable
in the event of loss to the owner, or owners of said indebtedness as their interest
may appear.

III. All payments made as well as the proceeds of all property
described in this deed of trust and all collaterals held by the holder of the
indebtedness secured by this deed of trust whether such collaterals are placed
to secure the indebtedness herein set forth or any other indebtedness to said
holder of the indebtedness described in this deed of trust, as well as the
proceeds of same may be applied by the holder of the indebtedness secured by
this deed of trust as they deem to their best interest and at their election.

H. H. Ferguson Clerk
DS
86

Assignment of this Instrument Recorded in
Real Estate T10 Book
No. 206 Page 453
This the 7 day of Dec 1976
H. H. Ferguson Clerk

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable trustee's fee and the expenses of executing this trust.

V. The owner, or owners of said indebtedness whether they be the original owner, or owners by assignment, may, whenever they deem fit appoint a trustee in the place of the one herein named, or any subsequent trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted trustee shall have all the powers of said original trustee.

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 15th day of February, 1976.

Paul J. Hein Sr
 PAUL J. HEIN SR.

Cheryl M. Hein
 CHERYL H. HEIN

STATE OF MISSISSIPPI
 COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named PAUL J. HEIN SR. AND WIFE, CHERYL M. HEIN, who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 10th day of May, 1976.

Virginia M. Wiley
 NOTARY PUBLIC

My commission expires:
 My Commission Expires February 20, 1980

STATE OF MISSISSIPPI DESOTO COUNTY
 I certify that this instrument was filed for record at 11 o'clock 25 minutes A.M. 12 day of May 1976, and that the same has been recorded in 199 page 599 records of REAL ESTATE Trust Deed of said County.

WITNESSED and sealed to me this 12 day of May 1976.
H. H. Ferguson

3.50

The Release of the Deed of Trust.
has not been requisitioned.

Assignment of this Instrument Recorded in

Real Estate TID Book

No. 199 Page 606
the 13 day of May 1926

Jerry Masey U.P. Clerk
N.D. Ferguson

By: F.E. Davis, D.C.

CORRECTION
DEED OF TRUST

DUANE J. IRWIN AND/OR JOAN M. IRWIN (Wife) to BRIDGETOWN, INC., A
Mississippi Corporation.

In consideration of \$10.00, in hand paid us convey and warrant
to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County,
State of Mississippi, to-wit:

Lot 425, Section C, Bridgetown Subdivision,
as shown by the plat recorded in Plat Book 13, Page
42 in the office of the Chancery Clerk of DeSoto
County, Mississippi, in Section 23, Township 2,
Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in
favor of BRIDGETOWN, INC., A Mississippi Corporation, dated even herewith,
in the amount of Five Thousand Eight Hundred Dollars and No Cents Dollars
(\$ 5,800.00), bearing interest at the rate of 10 per centum
per annum after date, providing for the payment of attorney's fees in case
of default and being due and payable as follows, to-wit:

Monthly installments of \$ 76.86 each beginning the 1st day of
June, 1926, with a like installment due and payable on
or before the 1st day of each succeeding month thereafter until paid
in full.

(B) Also any amount paid out or contracted to be paid, by the holder
of said indebtedness to protect the property herein described or the title thereto,
including insurance, taxes, assessments, and any other liens or charges. All
such additional indebtedness or advances, when not otherwise specified by contract
to bear ten (10) per cent interest from date made, and due on demand.

(C) Also to secure any renewal or extension of all or any part of
any of the above described indebtedness, and the performance and fulfillment
of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors agree and bind themselves as follows:
To promptly fulfill and comply with all of the terms and conditions expressed
and provided for in the notes secured hereby; to pay all expenses and costs
in any way incident to this trust deed; to keep said property free from all
tax liens of every kind; to keep the improvements thereon in reasonable repair
and not permit waste of said property; to keep the improvements thereon
fully insured in acceptable companies against loss by tornado and fire, payable
in the event of loss to the owner, or owners of said indebtedness as their interest
may appear.

III. All payments made as well as the proceeds of all property
described in this deed of trust and all collaterals held by the holder of the
indebtedness secured by this deed of trust whether such collaterals are placed
to secure the indebtedness herein set forth or any other indebtedness to said
holder of the indebtedness described in this deed of trust, as well as the
proceeds of same may be applied by the holder of the indebtedness secured by
this deed of trust as they deem to their best interest and at their election.

Assignment of this Instrument Recorded in

Real Estate TID Book

No. 259 Page 293

the 20 day of May 1926

H. D. Ferguson

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable trustee's fee and the expenses of executing this trust.

V. The owner, or owners of said indebtedness whether they be the original owner, or owners by assignment, may, whenever they deem fit appoint a trustee in the place of the one herein named, or any subsequent trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted trustee shall have all the powers of said original trustee.

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 7th day of February, 1976.

Duane J. Irwin
DUANE J. IRWIN
Joan M. Irwin
JOAN M. IRWIN

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named DUANE J. IRWIN AND WIFE, JOAN M. IRWIN, who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 10th day of May, 1976.

Virginia M. Wiley
NOTARY PUBLIC

My commission expires:
My Commission Expires February 20, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 25 minutes A. on the 12 day of May, 1976, and that the same has been recorded in Book 199 Page 601 records of REAL ESTATE Trust Deed of said County.

This the 12 day of May, 1976.
Fee 3.50
H. P. Sugar

Assignment of this instrument Recorded in
Real Estate TID Book
No. 204 Page 527
This the 4 day of Oct 19 76

Assignment of this instrument Recorded in
Real Estate TID Book
No. 199 Page 605
This the 13 day of May 19 76

603

H. D. T. [Signature] Clerk

H. D. T. [Signature] Clerk

Assignment of this instrument Recorded in
Real Estate TID Book
No. 204 Page 527
This the 4 day of Oct 19 76
H. D. T. [Signature] Clerk

CORRECTION
DEED OF TRUST

EDWARD D. McDOWELL AND WIFE, CYNTHIA A. McDOWELL to BRIDGETOWN, INC., A Mississippi Corporation.

In consideration of \$10.00, in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, State of Mississippi, to-wit:

Lot 446, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of BRIDGETOWN, INC., A Mississippi Corporation, dated even herewith, in the amount of Five Thousand Eight Hundred Dollars and No Cents Dollars (\$ 5,800.00), bearing interest at the rate of 10 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Monthly installments of \$ 76.56 each beginning the 1st day of June, 1976, with a like installment due and payable on or before the 1st day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear ten (10) per cent interest from date made, and due on demand.

(C) Also to secure any renewal or extension of all or any part of any of the above described indebtedness, and the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors agree and bind themselves as follows: To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the notes secured hereby; to pay all expenses and costs in any way incident to this trust deed; to keep said property free from all tax liens of every kind; to keep the improvements thereon in reasonable repair and and not permit waste of said property; to keep the improvements thereon fully insured in acceptable companies against loss by tornado and fire, payable in the event of loss to the owner, or owners of said indebtedness as their interest may appear.

III. All payments made as well as the proceeds of all property described in this deed of trust and all collaterals held by the holder of the indebtedness secured by this deed of trust whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by the holder of the indebtedness secured by this deed of trust as they deem to their best interest and at their election.

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable trustee's fee and the expenses of executing this trust.

V. The owner, or owners of said indebtedness whether they be the original owner, or owners by assignment, may, whenever they deem fit appoint a trustee in the place of the one herein named, or any subsequent trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted trustee shall have all the powers of said original trustee.

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 22nd day of April, 1976.

X Edward D. McDowell
EDWARD D. McDOWELL
X Cynthia A. McDowell
CYNTHIA A. McDOWELL

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named EDWARD D. McDOWELL AND WIFE, CYNTHIA A. McDOWELL, who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 10th day of May, 1976.

Virginia M. Wiley
NOTARY PUBLIC

My commission expires:
My Commission Expires February 20, 1982

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that this instrument was filed for record at 11 o'clock 25 minutes A. M. on the 12 day of May, 1976, and that the same has been recorded in Book 199 Page 603 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal on the 12 day of May, 1976.
H. H. Ferguson

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Edward D. McDowell and wife, Cynthia A. McDowell.

dated October 13, 1975, recorded in Book 199 at Page 603 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 5,800.00, the principal unpaid balance of which the undersigned warrants to be \$ 5,800.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 13th day of May, 1976.

BRIDGETOWN, INC.

By Marjorie Jenke
MARJORIE JENKE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENKE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 13th day of May, 1976.

Walter M. Smith
NOTARY PUBLIC

My commission expires:
Jan. 29, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. 13 day of May 1976, and that the same has been recorded in Book 199 Page 605 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 13 day of May 1976.

Fees: 2.50 pd.

SEAL H. P. Ferguson CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Duane J. Irwin and wife, Joan M. Irwin

dated February 7, 1976, recorded in Book 199 at Page 243, and Correction Deed of Trust recorded in Book 199, at Page 601, of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 5,800.00, the principal unpaid balance of which the undersigned warrants to be \$ 5,800.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 13th day of May, 19 76.

BRIDGETOWN, INC.

By Marjorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 13th day of May, 19 76.

Dolan D. Smith
NOTARY PUBLIC

My commission expires:

Jan 29, 1980

STATE OF MISSISSIPPI TO COUNTY
I certify that an instrument was filed for record at 9 o'clock 30 minutes A. 13 day of May 1976, and that the same has been recorded in Book 199 Page 606 record of REAL ESTATE Trust Deed
Witness my hand and seal this the 13 day of May 1976.

Fee \$ 3.00

H. P. Ferguson
CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Robert F. Freeman and/or Morine C. Nicastro

dated January 31, 1976, recorded in Book 199 at Page 235, and Correction Deed of TRUST recorded in Book 199, at Page 597, of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 5,400.00, the principal unpaid balance of which the undersigned warrants to be \$ 5,400.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 13th day of May, 1976.

BRIDGETOWN, INC.

By Marjorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 13th day of May,

19 76.

Nolan D. Smith
NOTARY PUBLIC

My commission expires:

Jan 29, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. 13 day of May 1976, and that the same has been recorded in Book 199 Page 607 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 13 day of May 1976.

Fees \$ 3.00 pp.

SEAL H. P. Ferguson CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Paul J. Hein, Sr. and wife, Cheryl M. Hein

dated February 15, 1976, recorded in Book 197 at Page 339, and Correction Deed of Trust recorded in Book 199, at Page 599, of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 4,900.00, the principal unpaid balance of which the undersigned warrants to be \$ 4,900.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 13th day of May, 19 76.

BRIDGETOWN, INC.

By Marjorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 13th day of May, 19 76.

Dolores M. Smith
NOTARY PUBLIC

My commission expires:

Jan 29 1980



STATE OF MISSISSIPPI COUNTY OF DESOTO
I certify that this instrument was filed for record at 9 o'clock 30 minutes A. M. on the 13 day of May, 1976, and that the same has been recorded in Book 199 Page 608 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 13 day of May, 1976.
\$ 3.00
H. H. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK
247 PAGE 203
THIS 8 DAY OF Aug 19 79
F. D. Ferguson
CHANCERY CLERK

LENDER
AVCO FINANCIAL SERVICES OF MISSISSIPPI, INC.
1547 Stateline Rd.
Southaven
Mississippi

LOAN NO. 12539
AMOUNT OF LOAN 19,179.95
AMOUNT OF INTEREST 8392.56
AMOUNT OF SERVICE CHARGE

DEED OF TRUST

THIS DEED OF TRUST made and entered into this 28th day of February 19 76 by and between
Robert A. Arnold and Elizabeth Arnold
his wife hereinafter called the Grantor; Robert Q. Whitwell
hereinafter called the Trustee; and Avco Financial Services
having his principal office and post office address at 1547 Stateline Rd. Southaven, Miss.
hereinafter called the Beneficiary;

WHEREAS the Grantor is justly indebted to the Beneficiary in the full sum of Nineteen thousand one hundred seventy nine and 95/100 Dollars (\$ 19,179.95), evidenced by a Loan Agreement and/or promissory note; hereinafter referred to as "Note", dated 2-28-76 herewith payable to the order of the Beneficiary, at its office or such other place as the holder may designate in 72 monthly installments of \$ 266.00 commencing on the 10th day of April 19 76 and like payments on the same day of each successive month thereafter until paid in full, together with late charges, court cost, collection expenses, attorney fees and interest after maturity as provided in said note.

WITNESSETH, Grantor to secure the payment of said indebtedness hereinabove specifically described, together with any other indebtedness that may become due and owing under the terms of his instrument, does hereby grant, bargain, convey and sell unto the said Trustee, the following described land and property together with all hereditaments and appurtenances thereto appertaining, lying, and being situated in the city or town of Lake Cormorant County of DeSoto Mississippi, and more particularly described as follows, to wit:

5.00 acres in the Northwest Quarter of Section 27, Township 2, Range 9 described as BEGINNING at a point on the north line of said Section 27 a distance of 1,683.3 feet east of the northwest corner of said Section 27; thence south 3degrees 18' east 685.06 feet to an iron pin; thence north 36 degrees 28' east 318.61 feet to an iron pin; thence north 3 degrees 18' west 683.5 feet to a point thence south 86 degrees 45' west along the north line of said section 318.61 feet to the point of beginning and containing 5.0 acres.

TOGETHER WITH all buildings and improvements now or hereafter erected thereon and all screens, awnings, shades, storm sash and blinds, and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this Deed of Trust, shall be deemed fixtures and subject to the property above described, all of which is referred to hereinafter as the "premises," to the extent permitted by law.

This conveyance, however, is in trust, and should Grantor pay the aforesaid note at maturities and otherwise perform all the terms and conditions thereof, this conveyance shall be void; otherwise, and in the event that Grantor should fail to pay the said indebtedness, or any installment or part thereof at maturities, or should otherwise fail to perform any of the terms and conditions of the said note, then said Trustee shall, upon demand of said Beneficiary, his successors or assigns, whether or not all of said indebtedness shall have become due, sell, at public outcry, to the highest bidder for cash, within the legal hours, and at the courthouse of the aforesaid county (or if there be two judicial districts in said county, then at the courthouse in the judicial district in which said lands are situated) the aforesaid property, after having advertised said sale by publishing notice of the time, place and terms of such sale in some newspaper having general circulation in said county and qualified to publish same, for three consecutive weeks preceding such sale, and by posting one notice thereof for said time, at said courthouse at which said property is to be sold; and out of the proceeds of such sale, the lawful costs and expenses of foreclosure and sale, including the attorney's fees specified in the contract and/or note, and a reasonable and lawful Trustee's fee therefor shall be first paid, which amount shall be in addition to the late charges, attorney's fees, court costs and other collection expenses provided in said contract and/or note, next, the amount remaining owing under the aforesaid contract and/or note shall be paid to the Beneficiary herein; and lastly, any balance remaining shall be paid to Grantor. Any such sale may be held on any secular day and the Beneficiary may purchase at any such sale.

Grantor agrees to keep said premises insured to the extent, of the lesser of the total of payment or fair market value of the property from loss by fire and windstorm, and from such other casualties as may be required by said Beneficiary, its successors and assigns, for the benefit of the said Beneficiary and payable to it in the event of loss, as its interest may appear, for application, at the option of said Beneficiary, to the repairing, reconditioning, reconstruction or replacement of the aforesaid property or to any balance remaining outstanding on the aforesaid note, other said indebtedness, whether all thereof be then due or not; and that all taxes and other charges maturing from time to time on said property shall be kept promptly paid. In event of loss Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the redemption of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event Grantor shall neglect or refuse to obtain said insurance or pay said taxes and other charges, then said Beneficiary may, at its option, but is not required to, obtain such insurance and pay all such taxes and other charges, either or all; and all sums of money expended therefor are hereby secured by this Deed of Trust, and shall be repayable with interest at the highest lawful contract rate from dates of such payments, upon demand of said Beneficiary, and may be retained by said Beneficiary from the proceeds of any sale of said property herein authorized.

Grantor covenants at all times to do all things necessary to defend the title to all of the said property, but the Beneficiary shall have the right, at any time, to intervene in any suit affecting such title and to employ independent counsel in connection with any suit to which it may be a party by intervention or otherwise, and upon demand Grantor agrees to pay the Beneficiary all reasonable expenses paid or incurred by it in respect of any such suit affecting title to any such property, or affecting the Beneficiary's liens or rights hereunder, including reasonable fees to the Beneficiary's attorneys, if permitted by law, and Grantor will indemnify and hold the Beneficiary harmless from and against any and all such costs, fees and expenses. In the event that the Deed of Trust is subordinate to any other deed of trust or lien of any kind, the Beneficiary may, in the event of a default in the performance of any covenant or agreement to the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option, declare the entire indebtedness secured by this Deed of Trust immediately due, and payable, or the Beneficiary may perform any such defaulted covenant or agreement to such extent as the Beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the Beneficiary shall have a lien for the same with interest at the highest lawful contract rate from date until paid, and the Trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness secured by this Deed of Trust.

This Deed of Trust may be assigned by the Beneficiary and when so assigned the assignee shall have all of the rights and privileges given to the Beneficiary by the terms thereof. The term "Grantor" as used herein shall include the agents, heirs, assigns and administrator or executor of each Grantor. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.

The said Beneficiary, its successors, assigns, or legal representatives, or any owner of the above mentioned note, or either of them, are hereby authorized to appoint, in writing, successive or substitute trustees in the place of the Trustee hereinabove named, or the successor or successors of such Trustee, if from any cause the above named Trustee, or the successor or successors of such Trustee, shall not be present, able and willing to execute the trust granted hereunder or to act in the premises, or if said Beneficiary, its successors, assigns or legal representatives, or any owner of the aforesaid contract and/or note, or either of them, shall for any reason desire so to do. If there be more than one trustee, either or both Trustees may execute the powers conveyed to the trustee under this trust deed.

* Witness the signature of the undersigned on the day, month and year first above set forth.

Subscribing Witnesses:

William P. ...

Sherrill ...

Robert A. Arnold (L.S.)
Signature of Grantor

Elizabeth Ann Arnold
Signature of Grantor

GRANTORS ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF *DeSoto*

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, and within named *Robert A. Arnold* and *Elizabeth Ann Arnold wife* who acknowledged that (he) (she) (they) signed and delivered the above and foregoing instrument on the day and year therein named as this (their) free and voluntary act and deed.

Given under my hand and official seal, this the *28* day of *Feb*, A.D., 19 *76*.

(SEAL)

Dorothy P. Martin
Notary Public My Commission Expires August 24, 1979

WITNESS ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF _____

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, _____ one of the subscribing witnesses to the foregoing instrument, who, being by me first duly sworn, upon his oath deposes and saith that he saw the within named _____ and _____ his _____ whose name (is) (are) subscribed thereto, sign and deliver the same to _____ that he, this affiant, subscribed his name thereto as a witness in the presence of the said _____ and _____ his _____ and the other subscribing witness; that he saw _____ the other subscribing witness, subscribe his name as witness thereto in the presence of the said _____ and _____ his _____ and that the subscribing witness subscribed their names to said instrument in the presence of each other on the day and year therein named.

Sworn to and subscribed before me, this the _____ day of _____, A.D., 19 _____

(SEAL)

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On _____, 19 _____

personally appeared the above named _____ known to me to be the Assignor who executed the above assignment and acknowledged the foregoing instrument to be (his) (her) free and voluntary act and deed.

Given under my hand and official seal this _____ day of _____, 19 _____

(SEAL)

Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 19 _____

before me appeared _____ to me personally known, who, being by me duly sworn did say that he is the _____ of _____, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation by authority of its board of directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this _____ day of _____, 19 _____

(SEAL)

Notary Public

STATE OF MISSISSIPPI DE SOTO COUNTY

I certify that the foregoing instrument was filed for record at 2 o'clock 10 minutes P. on the 12 day of May, 1976, and that the same has been recorded in the records of REAL ESTATE Trust Deed.

Witness my hand and official seal this 13 day of May, 1976.

Fees 3.00

H. H. Ferguson CLERK

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

Franklin D. Clay and wife, Shirley Clay

of the first part, herewith designated as the Grantor(s),

Melvin McClure, Jr., 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
Two Thousand Six Hundred Fifty Eight and 96/100----- DOLLARS

(\$ 2658.96) evidenced by one promissory note(s) of even date herewith in favor of the beneficiary, ~~xxxxxx~~ 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 Twenty Four (24) consecutive monthly installments of One Hundred Ten and 79/100----- DOLLARS (\$ 110.79), each, and a final installment of \$ -0- , unless sooner paid, commencing on the 15th day of June , 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

County of Desoto
State of Mississippi, and more particularly described as follows: to-wit:

Lot 2940, Section N, Southaven West Subdivision, in Section 26, Township 1 South, Range 8 West, as shown by plat recorded in Plat Book 5, Pages 8, and 9, in the office of the Chancery Clerk of said County.

W.C. Jackson, the printer, Grenada, Miss.

CANCELLED BY AUTHORITY RECORDED IN BOOK

217 PAGE 557
THIS 27 DAY OF Dec 19 77

U. D. Ferguson
CHANCERY CLERK

682

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 9/30/70, filed for record 10/6/70, at 11:30 A. M., and recorded in Real Estate Trust Deed Book 121, at Page 19, in the Office of the Chancery Clerk of DeSoto County, Mississippi, said Deed of Trust being assigned to the Philadelphia Savings Fund Society, dated 1/5/71, filed for record on 1/6/71, at 11:00 A. M., in Book 123, at Page 590, in the Office of the said 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 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 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 558 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 hereto, 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, promissory note, 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 May 19 76

Franklin D. Clay
FRANKLIN D. CLAY
Shirley Clay
SHIRLEY CLAY

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
Franklin D. Clay and wife Shirley Clay 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 May 19 76
My Commission Expires: _____
My Commission Expires on Jan. 31 1980.
[Signature]
Notary Public



10 P. 12 199 611 May 13 May
5.00
2 o'clock
May

JAMES E. MCGEEHEE 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 in the hereinafter described land in DeSoto County, Mississippi, described as follows, to-wit:

Lot 3, 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 27th day of April, 1976.

JAMES E. MCGEEHEE 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 27th day of April, 1976.



My commission expires:

June 5, 1978

Notary Public

STATE OF MISSISSIPPI
DE SOTO COUNTY
Instrument was filed for record at 9 o'clock
day of May 1976, and that the same has
been recorded in Book 614 of REAL ESTATE Trust Deed

35 A. 12 199

13 May 1976

2.50

H. G. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

James E. Gonyaw and wife, Betty J. Gonyaw

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 SEVEN THOUSAND FIFTEEN AND 10/100 DOLLARS

(\$ 7,515.60) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest as set forth in said promissory note ~~at the rate of~~ ~~per centum~~ ~~annum~~ after providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit:

In sixty (60) monthly installments of principal and interest in the amount of One Hundred Twenty Five and 26/100 (\$125.26) each with the first of said monthly installments being due and payable on or before the first day of June, 1976, and one of said monthly installments being due and payable on or before the same day of each consecutive month thereafter until all of said indebtedness shall be paid in full

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto

State of Mississippi, and more particularly described as follows, to-wit:

Lot 5, of Coleman Subdivision, found in Plat Book 7, Page 17, in the Chancery Clerk's Office of DeSoto County, Mississippi, to which recorded plat reference is hereby made for a more particular description, situated in the County of DeSoto, in Section 24, Township 1, Range 7 West.

Together with all the hereditaments and appurtenances thereto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note, 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 XXX89-1-55 of the Mississippi Code of 1942 and amendments if any hereto, 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 28th day of April 1976

James E. Gonyaw
James E. Gonyaw
Betty J. Gonyaw
Betty J. Gonyaw

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named James E. Gonyaw and Betty J. Gonyaw 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 28th day of April 1976.

My Commission Expires: June 2, 1977 *Mary Ellen Robinson*
Notary Public

STATE OF MISSISSIPPI, DE SOTO COUNTY
This deed of trust was filed for record at 2 o'clock
10 P.M. on May 12, 1976, and that the same has
been recorded in Book 199 Page 615 REAL ESTATE Trust Deed

5.00

13 *Mary Ellen Robinson* 1976

618

CANCELLED BY AUTH ORDER IN BOOK

313 PAGE 673

THIS 9 DAY OF April 1974

H. H. Ferguson
CHANCERY CLERK

TRUST DEED

THIS INDENTURE, made this the 11th day of May, 1976, between DORIS CURTIN, Party of the First Part, and FLORENCE HEAFNER, Party of the Second Part,

WITNESSETH, that whereas, said party of the first part, being indebted to the said party of the second part in the sum of ONE THOUSAND TWO HUNDRED and NO/100 DOLLARS (\$1,200.00) with no interest, due at the time of the sale of the property described below, 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 157, Section A, Southaven Subdivision, in Section 14, Township 1 South, Range 8 West, as per revised plat thereof of record 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 195, Page 31, 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 the 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 this the 11th day of May, 1976.

Doris Curtin
Doris Curtin

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named DORIS CURTIN, who did acknowledge that she signed and delivered the above and foregoing Deed of Turst on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 11th day of May, 1976.

Bethie M. Braswell
Notary Public



STATE OF MISSISSIPPI COUNTY instrument was filed for record at 4 o'clock
12 May 1976, and that the clerk has
199 618 REAL ESTATE Trust Deed

13 May 1976
H. H. Ferguson

2.50

Appointment of Successor Trustee of this instrument recorded in Real Est T18
Book no 292 Pt 229
Tr 25 Jan 83
H. S. 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 _____

JIMMY D. MODLIN _____ and

MARY H. MODLIN _____, his wife

residing in Walls, DeSoto County Mississippi, whose post office

address is 5194 Brenda Cove Walls Mississippi 38680

grantor(s), herein called "Borrower," and Aaron R. Goolsby

as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, beneficiary, herein called the "Government," and:

WHEREAS, Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
May 10, 1976	\$23,180.00	8-1/2%	May 10, 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 728, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

FmHA 427-1 MS (Rev. 1-7-76)

FULLY PAID AND SAVED
DATE 5/28/83
UNITED STATES OF AMERICA
RURAL DEVELOPMENT
By [Signature]
Community Development Mgr.
PURSUANT TO AUTHORITY
CONTAINED IN 31 F.R. 14109

ATTEST
W. E. Davis CHANCERY CLERK
by D. Stanley

Subject to the following exceptions:

1. Easements, subdivision restrictions and building lines as shown on plat of record in Plat Book 10, Pages 32 and 33, in the office of the Chancery Clerk of DeSoto County, Mississippi.
2. Right of Way instrument executed by DeSoto Development Corporation to Mississippi Power & Light Company, dated September 5, 1972; a five foot utility easement along the rear and side lot lines as recorded in Book 100, Page 377, in the office of the Chancery Clerk of DeSoto County, Mississippi.
3. Rights of way and easements for public roads and public utilities.
4. Subdivision and zoning regulations in effect in DeSoto County, Mississippi.
5. Mechanics' and materialmen's liens not shown of record.
6. Any unrecorded rights of way and/or easements.
7. An accurate and up-to-date survey of said premises and to any easements and/or encroachments as might be shown by such survey.
8. Taxes for the year 1976, not yet due and payable.

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 agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion, sex or national origin and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion, sex, or national origin.

(24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(25) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Jackson, Mississippi 39201, and in the case of Borrower to him at his post office address stated above.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

WITNESS the signature(s) of Borrower this 10th day of May, 1976

Jimmy D. Modlin
Jimmy D. Modlin

Mary H. Modlin
Mary H. Modlin

STATE OF MISSISSIPPI
COUNTY OF DESOTO

ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within-named Jimmy D. Modlin and Mary H. Modlin, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 10th day of May, 1976



Bessie M. Braswell
(Signature)

Notary Public
(Title)

STATE OF MISSISSIPPI TO COUNTY
I certify that this instrument was filed for record at 4 o'clock
0 minutes P. 12 of May 1976, and that the same has
been recorded in 619 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal the 13 day of May 1976.
Press 5.00
H. H. Sugar

Assignment of this Instrument Recorded in
Real Estate 10 Book
 No. 422 Page 131
 This the 1st day of Dec 19 87
H. D. Ferguson Clerk

CANCELLED BY AUTHORITY, RECORDED IN BOOK

602 PAGE 220
 THIS 14 DAY OF Sept. 19 92
W. E. Davis
 Chancery Clerk by N. Durham

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 _____

Harry J. Noel

and

Virginia M. Noel

, his wife

residing in Walls, DeSoto County Mississippi, whose post office
 address is 5208 Brenda Cove Walls, Mississippi 38680

grantor(s), herein called "Borrower," and Aaron R. Goolsby

as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, beneficiary, herein called the "Government," and:

WHEREAS, Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
May 10, 1976	\$22,840.00	8-1/2%	May 10, 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 727, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

Subject to the following exceptions:

1. Easements, subdivision restrictions and building lines as shown on plat of record in Plat Book 10, Pages 32 and 33, in the office of the Chancery Clerk of DeSoto County, Mississippi.
2. Right of Way instrument executed by DeSoto Development Corporation to Mississippi Power & Light Company, dated September 5, 1972; a five foot utility easement along the rear and side lot lines as recorded in Book 100, Page 377, in the office of the Chancery Clerk of DeSoto County, Mississippi.
3. Rights of way and easements for public roads and public utilities.
4. Subdivision and zoning regulations in effect in DeSoto County, Mississippi.
5. Mechanics' and materialmen's liens not shown of record.
6. Any unrecorded rights of way and/or easements.
7. An accurate and up-to-date survey of said premises and to any easements and/or encroachments as might be shown by such survey.
8. Taxes for the year 1976, not yet due and payable.

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 agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion, sex or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion, sex, or national origin.

(24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(25) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Jackson, Mississippi 39201, and in the case of Borrower to him at his post office address stated above.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

WITNESS the signature(s) of Borrower this 10th day of May, 1976

Harry J. Noel
 Harry J. Noel
Virginia M. Noel
 Virginia M. Noel

STATE OF MISSISSIPPI
 COUNTY OF DESOTO

ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within-named Harry J. Noel and Virginia M. Noel, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.



Given under my hand and official seal this 10th day of May, 1976

Sabbie M. Brantley
 (Signature)
Notary Public
 (Title)

STATE OF MISSISSIPPI TO COUNTY
 Incentive check of 0 minutes 12 1976
 been processed on page 623 records of REAL ESTATE Trust Deed
 of said county with the 13 day of May 1976.
 Fee \$ 5.00 STAT H. P. Ingram CLERK

FULLY PAID AND RECORDED 11-24-82
UNITED STATES OF AMERICA FARMERS HOME
ADMINISTRATION BY Harry S. Blanton
COUNTY SUPERVISOR, PURSUANT TO AUTHORITY
CONTAINED IN 31 F. R. 14109.
Attest: H. M. Ferguson Chaw. Clk.
Jay D. Taylor

USDA-FmHA
Form FmHA 427-1 MS
(Rev. 1-7-76)

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS DEED OF TRUST is made and entered into by and between Billy L. Blanton
and
Jean S. Blanton, his wife
residing in DeSoto County Mississippi, whose post office
address is 235 Northern Street, Hernando, Mississippi 38632
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:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
May 12, 1976	\$20,450.00	8-1/2 %	May 12, 2009

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

NOW, THEREFORE, in consideration of the loan(s), Borrower does hereby grant, bargain, sell, convey, and assign unto trustee with general warranty the following-described property situated in the State of Mississippi, County(ies) of

DeSoto

1.5 acres situated in Northeast Quarter of Section 20, Township 1, Range 5 West, being more particularly described as commencing at the Northeast corner of Section 20, Township 1, Range 5 West, Chickasaw Cession; thence South along the center line of Center Hill Road 769.0 feet to a steel spindle found; thence South 85 degrees 50 minutes West 254.0 feet along the South line of a 2.10 acre tract surveyed by Eddie Boatwright dated October 11, 1975, to the point of beginning, being the Southeast corner of the herein described tract; thence South 85 degrees 50 minutes West 215.0 feet along H. P. Looney's South line to a point; thence North 3 degrees 30 minutes West 305.0 feet to an iron pin set; thence North 85 degrees 50 minutes East 215.0 feet to a point; thence South 3 degrees 30 minutes East 305.0 feet to the point of beginning.

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 agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion, sex or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion, sex, or national origin.

(24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations 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 12th day of May, 19 76

Billy L. Blanton

 Billy L. Blanton

Jean S. Blanton

 Jean S. Blanton

STATE OF MISSISSIPPI
 COUNTY OF DESOTO

as: **ACKNOWLEDGMENT**

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within-named Billy L. Blanton and Jean S. Blanton, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 12th day of May, 19 76



Sarah J. Bethune

 (Signature)

Notary Public

 (Title)

STATE OF MISSISSIPPI
 I certify that on 45 A. 13 199
 this instrument was filed for record at 8 o'clock
627 May 1976, and that the same has
 been recorded in the books of REAL ESTATE TRUST DEED
 with the 13 of May 1976.
5.00
H. P. Ferguson

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Coahoma National Bank
of Southaven, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 10th day of July 19 74, made and executed by Franklin D. Clay
and Shirley Clay of Southaven, Mississippi 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. 177 on page 517
of the Record of Trust Deeds, on the 19th 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.

COAHOME NATIONAL BANK

BY: H.W. Williams

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority A Notary Public
in and for County and State aforesaid H.W. Williams 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 7th day of May A. D. 19 76



[Signature]
NOTARY PUBLIC

LAWRENCE-GREENWOOD 27244 My Commission Expires Jan. 31, 1987.

STATE OF MISSISSIPPI, DE SOTO COUNTY

I certify that the above instrument was filed for record at 2 o'clock
10 minutes P. M. 12 day of May 1976, and that the same has
been recorded in Book 199 Page 631 of REAL ESTATE TRUST DEED
of said County.

Witness my hand and seal of office this 13 day of May 1976.

L.S.
[Signature]

Authority to Cancel - Mississippi - Mid-State Homes, Inc.

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI,

You are hereby authorized and requested to enter satisfaction of and cancel of record, a certain deed of trust executed by Lloyd Ellis and wife, Laura Ellis to JIM WALTER CORPORATION which deed of trust is recorded in Book Number 103 at Page 543 of the records of the deeds of trust in your office, which deed of trust was assigned by the JIM WALTER CORPORATION to the MID-STATE HOMES, INC. as shown by instrument recorded in Book Number 104 at Page 101 of the records of deeds of trust in your office.

IN WITNESS WHEREOF, MID-STATE HOMES, INC. has caused its official seal and signature to be affixed hereto by its duly authorized officers, this the 27th day of April, 19 76.

MID-STATE HOMES, INC.
By: J.H. Kelly
J.H. Kelly, VICE PRESIDENT

ATTEST:
Becky L. Mook
Becky L. Mook, ASSISTANT SECRETARY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Personally appeared before me, the undersigned authority duly authorized by law to take acknowledgments in and for said County and State, the within named J.H. Kelly and Becky L. Mook who acknowledged to me that they are Vice President and Assistant Secretary, respectively, of MID-STATE HOMES, INC., a corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, they being first duly authorized so to do by said corporation.

GIVEN under my hand and official seal this, the 27th day of April, 19 76.

Jays Adler
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My commission expires: Notary Public State of Florida at Large
My Commission Expires Mar. 4, 1980.

FORM JW 495 - Rev. 10/75

STATE OF FLORIDA COUNTY
Instrument was filed for record at 10 o'clock
of May 1976, and that the same has
been recorded in Book 632 of REAL ESTATE DEEDS
at 13 o'clock of May 1976.
H. H. Johnson

2.50

(SALES)

STATE OF MISSISSIPPI)
COUNTY OF DeSoto) ss.

ASSIGNMENT OF DEED(S) OF TRUST

THIS ASSIGNMENT OF DEED(S) OF TRUST, executed this 15 day of April, 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:

<u>Original Mortgagor</u>	<u>Date of Mortgage (Deed of Trust)</u>	<u>Book No.</u>	<u>Page No.</u>
✓ James Lewis Reeves	12-1-75	194	77
✓ Pat Clifton Mills	12-16-75	194	391
✓ Douglas C. Warren	11-28-75	194	125
✓ John Darford Melton, Jr.	11-21-75	193	447
✓ Douglas Elwood Hawkins	11-11-75	193	129
✓ Fred W. Boggan	11-7-75	193	159
✓ Herman D. Jordan	11-6-75	193	27
✓ Dwight Keith Luter	10-31-75	192	593
✓ James Morgan Reeves	11-4-75	192	651
✓ John P. Craft	11-6-75	193	34
✓ Roy E. Ashton	10-30-75	192	560
✓ Murray Mason Tyson	10-13-75	192	81
✓ J. C. Allen	9-13-75	190	461
✓ Thomas E. Watts	9-25-75	191	257
✓ Joe Earl Johnson	8-28-75	190	159

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: David J. Evans
David J. Evans Attorney-in-Fact

STATE OF GEORGIA)
COUNTY OF FULTON) ss.

Personally appeared before me the undersigned authority in and for the jurisdiction aforesaid, David J. Evans, who acknowledged that he is Attorney-in-Fact for Government National Mortgage Association and that, for and on behalf of said Corporation and as its act and deed, he signed and delivered the above and foregoing instrument on the day and year therein mentioned, being first duly authorized so to do by said Corporation.

1976 WITNESS my signature and official seal of office this 15th day of April.

William H. Belok
Notary Public, Georgia at Large
My Commission Expires 5/22/76
(SEAL)

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes LA. M. 13 day of May 1976, and that the same has been indexed in Book 199 Page 633 of REAL ESTATE Trust Deed
at 13 May 1976.
2.50 H. P. Sugan

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Vay McElwrath, Dorothy M. Bryant, Robert B. Bryant
of DeSoto County the beneficiary, does hereby certify that a certain trust deed
bearing date the 27th day of April 19 71, made and executed by Kelly Land & Invest. Co.,
Inc., & Rex B. Darley of DeSoto County to Vay McElwrath, Dorothy M. Bryant, Robert B. Bryant
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. 127 on page 481
of the Record of Trust Deeds, on the 29th day of April at 10:00 a.m., 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.

Vay McElwrath
Dorothy M. Bryant

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority _____
in and for County and State aforesaid Vay McElwrath, Robert B. Bryant, & Dorothy M. Bryant
who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 10 day of May A. D. 19 76

Shelby C. Pennington

LAWRENCE-GARDNER 87344

STATE OF MISSISSIPPI } ss. DE SOTO COUNTY
I certify that instrument was filed for record at 10 o'clock
30 minutes A. of May 1976, and that the same has
been recorded in 13 199 634 records of REAL ESTATE Trust Deed
of said County. 13 May 1976
Witness my hand and seal of office this 13 day of May 1976
H. H. Ferguson
2.50



Mississippi Bankers Association
Form No. 1
(Revised Dec. 1966)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between
LEWIS CARROLL CASE and wife, DEBORAH D. CASE

of the first part, hereinafter designated as the Grantor,

MELVIN McCLURE, JR., Trustee, of the second part, hereinafter designated as Trustee, and

SECURITY BANK OF HERNANDO, SOUTHAVEN BRANCH
of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
Three Thousand Eight Hundred Nine and 52/100-----DOLLARS
(\$3,809.52) evidenced by one promissory note of even date herewith in favor of
including
the beneficiary, ~~paying~~ 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:

In 36 monthly installments of \$105.82 each, and one final installment
of -0-, the first installment due on the 5th day of June, 1976, and
each succeeding installment due on the 5th 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 Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the
DeSoto County, Mississippi

State of Mississippi, and more particularly described as follows, to-wit:
Lot 981, Section "E", Greenbrook Subdivision in Section 19, Township 1
South, Range 7 West, as per plat thereof recorded in Plat Book 9,
Pages 44 and 45, in the Office of the Chancery Clerk of DeSoto County,
Mississippi.

CANCELLED BY AUTHORITY RECORDED IN BOOK
206 PAGE 219
THIS 30 DAY OF Nov 76
H. H. Ferguson
CHANCERY CLERK

This Deed of Trust is Secondary, Junior and inferior to that certain Deed of Trust entered into by the Grantors herein to Stuart Robinson, Trustee for Bankers Trust Savings and Loan Association, Beneficiary, dated August 1, 1975, filed for record August 5, 1975, at 10:30 A. M., and recorded in Trust Deed Book 188 at Page 567, which Deed of Trust was duly assigned to Government National Mortgage Association by instrument dated August 18, 1975, filed for record August 20, 1975, at 10:30 A. M., and recorded in Trust Deed Book 189 at Page 436, which Deed of Trust was further assigned to Bankers Trust Savings and Loan Association by instrument dated March 4, 1976, filed for record March 26, 1976, at 10:00 A. M., and recorded in Trust Deed Book 197 at Page 630, all in the Office of the Chancery Clerk of DeSoto County, Mississippi.

In the event of default under the terms of the First Deed of Trust on the above referenced property the debt herein secured will accelerate and become immediately due and payable.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations, which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 29th day of May 1976

Lewis Carroll Case
Lewis Carroll Case
Deborah D. Case
Deborah D. Case

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 Lewis Carroll Case and wife, Deborah D. Case 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 April 1976
My Commission Expires March 13, 1979
Nancy Crum
Notary Public

STATE OF MISSISSIPPI, DEWITT COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 A. M. 13 May 1976, and that the same has
been recorded in Book 199 635 of REAL ESTATE Trust Deed
5.00
13 May 1976
H. H. [Signature]

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Vay McElwrath, Dorothy M. Bryant, Robert B. Bryant
of DeSoto County the beneficiary, does hereby certify that a certain trust deed
bearing date the 21st day of April 1970, made and executed by Kelly Land & Invest. Co.,
Inc. and Rex B. Darley of DeSoto County to Vay McElwrath, Dorothy M. Bryant and Robert B. Bryant
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. 117 on page 84
of the Record of Trust Deeds, on the 22nd day of April 4:30 p.m., 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.

Robert B. Bryant
+ Vay McElwrath
+ Dorothy M. Bryant

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority, _____
in and for County and State aforesaid, Robert B. Bryant, Vay McElwrath & Dorothy M. Bryant
who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 10 day of May A. D. 1976

Debbie C. Pennington

LAWRENCE-GRESHWOOD 67844

STATE OF MISSISSIPPI }
DeSoto County }
Instrument was filed for record at 10 o'clock
of May 1976, and that the same has
been recorded in the records of REAL ESTATE Trust Deed
of DeSoto County, Mississippi, on the 13 day of May 1976.
2.50
H. H. [Signature]

AT-412 A-JT
Rev: 10-9-70

Mtgr. SMITH, Ralph B.

STATE OF MISSISSIPPI }
COUNTY OF DeSoto } SS REASSIGNMENT OF DEED OF TRUST

The within instrument recorded in Book 198, Page 259 of the records in the office of the Chancery Clerk of DeSoto County, Mississippi, having been erroneously transferred and assigned to the undersigned, the same is hereby re-transferred, re-assigned and re-conveyed to BAILEY MORTGAGE COMPANY together with the property described therein and the debt secured thereby, without representation, warranty or recourse on the undersigned.

Witness the execution hereof by the Government National Mortgage Association, through its duly authorized Attorney-in-Fact, whose appointment was published at 24 Code Fed. Regs. 1600.11 or as published in the Fed. Register.

This 6th day of May, 19 76.

Witness the execution hereof by the GOVERNMENT NATIONAL MORTGAGE ASSOCIATION Government National Mortgage Association through its duly authorized Attorney-in-Fact, BY: David J. Evans whose appointment was published at 37 F.R. 16799 or 24 C.F.R. 300.11. David J. Evans, Attorney-in-Fact

STATE OF GEORGIA }
COUNTY OF FULTON } SS

Personally appeared before me the undersigned authority in and for the jurisdiction aforesaid, David J. Evans, who acknowledged that he is Attorney-in-Fact for Government National Mortgage Association and that, for and on behalf of said Corporation and as its act and deed, he signed and delivered the above and foregoing instrument on the day and year therein mentioned, being first duly authorized so to do by said Corporation.

WITNESS my signature and official seal of office this 6th day of May, 19 76.

Allen G. DeCock
Notary Public, Georgia at Large
My Commission Expires: 8/22/78

(Seal)

NOTAR
PUB

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 13 day of May, 1976, and that the same has been recorded in Book 199 Page 639 of the records of REAL ESTATE Trust Deed of said county.

Fees \$ 2.50 pd. 13 May 1976
H. H. Ferguson CLERK

Prepared by and return to:
JAMES S. GILLILAND, ATTORNEY
Suite 2000, One Commerce Square
Memphis, Tennessee 38103

RELEASE
(Mississippi)

All indebtedness secured by a certain Deed of Trust from James C. Rainer, III
and W. B. Dunavant, Jr. to
H. H. Eschen, Trustee, for the use and benefit
of Henry B. Gotten and Nicholas Gotten, dated
February 1, 1966, and recorded in Book 88, page 31, 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 Henry B. Gotten and Nicholas Gotten
as lawful holder of the indebtedness—or—as Trustee in said Deed of Trust in accordance with direction by the
holder of the indebtedness, hereby releases and discharges the lien of said Deed of Trust.

The Clerk of the Chancery Court of the aforesaid County, State of Mississippi is hereby authorized and directed
to refer to this release by proper notation on the margin of said Deed of Trust.

IN WITNESS WHEREOF, the said Henry B. Gotten and Nicholas Gotten
have hereunto set their hands (or caused its corporate name signed hereto by and through its proper
officers duly authorized so to do), this the day of April 28, 1976.

Henry B. Gotten
HENRY B. GOTTEN
Nicholas Gotten
NICHOLAS GOTTEN

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for said State and County, the within named
Henry B. Gotten and Nicholas Gotten, who acknowledged that they signed and delivered the
foregoing instrument on the day and year therein mentioned and for the purpose therein mentioned.

Given under my hand and seal this 28th day of April, 1976.

William M. Bate
Notary Public

MY COMMISSION EXPIRES JUNE 11, 1979
My commission expires:

STATE OF
COUNTY OF

This day personally appeared before, the undersigned authority in and for said State and County, the within
named _____ and _____, known to me to be the
_____ and _____
respectively of _____

STATE OF MISSISSIPPI, DE SOTO COUNTY
This instrument was filed for record at 10 o'clock
30 minutes A. 13 day of May 1976, and that the same has
been recorded in Book 199 Page 640 of REAL ESTATE Trust Deed
of _____
_____ 13 May 1976.
H. H. Eschen
2.50

Prepared by and return fee
JAMES S. HILLMAN, ATTORNEY
Suite 2000, One Commerce Square
Memphis, Tennessee 38103

RELEASE
(Mississippi)

All indebtedness secured by a certain Deed of Trust from James C. Rainer, III and W. B. Dunavant, Jr. to H. H. Eschen, Trustee, for the use and benefit of Henry B. Gotten and Margaret M. Gotten, dated February 1, 1966, and recorded in Book 88, page 29, 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 Henry B. Gotten and Margaret M. Gotten as lawful holder of the indebtedness—or—as Trustee in said Deed of Trust in accordance with direction by the holder of the indebtedness, hereby releases and discharges the lien of said Deed of Trust.

The Clerk of the Chancery Court of the aforesaid County, State of Mississippi is hereby authorized and directed to refer to this release by proper notation on the margin of said Deed of Trust.

IN WITNESS WHEREOF, the said Henry B. Gotten and Margaret M. Gotten have hereunto set their hands (or caused its corporate name signed hereto by and through its proper officers duly authorized so to do), this the 26 day of April, 19 76.

[Signature]
HENRY B. GOTTEN
[Signature]
MARGARET M. GOTTEN

STATE OF Tennessee
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for said State and County, the within named Henry B. Gotten and Margaret M. Gotten, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned and for the purpose therein mentioned.

Given under my hand and seal this 26 day of April, 19 76.

[Signature]
Notary Public

My commission expires: Jan. 27, 1979

STATE OF Tennessee
COUNTY OF Shelby

This day personally appeared before, the undersigned authority in and for said State and County, the within named _____ and _____, known to me to be the _____ and _____

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 13 day of May 1976, and that the same has been recorded in Book 199 Page 64 records of REAL ESTATE Trust Deed of said county.
Witness my hand and seal this 13 day of May 1976.
Fees \$ 2.50
[Signature]

642

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County, }

KNOW ALL MEN BY THESE PRESENTS: That Vay McElwrath, Dorothy M. Bryant, Robert B. Bryant
of DeSoto County the beneficiary, does hereby certify that a certain trust deed
bearing date the 17th day of April 19 69 made and executed by Kelly Land & Invest. Co.,
Inc. and Rex B. Darley of DeSoto County to Vay McElwrath, Dorothy M. Bryant, Robert B. Bryant
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 103
of the Record of Trust Deeds, on the 18th day of April at 4:30 p.m., A. D. 1969, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Robert B. Bryant
Vay McElwrath
Dorothy M. Bryant

STATE OF MISSISSIPPI, } ss.
DeSoto County, }

Personally came and appeared before me, the undersigned authority, Dorothy M. Bryant
in and for County and State aforesaid, Robert B. Bryant, Vay McElwrath & who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 10 day of May A. D. 1976

Debbie C. Ransington

LAWRENCE-GREENWOOD 87844

STATE OF MISSISSIPPI }
DeSoto County }
Instrument was filed for record at 10 o'clock
of May 1976, and that the same has
been recorded in the REAL ESTATE RECORD
BOOK 13 PAGE 642
13 May 1976
H. H. [Signature]
2.50

mrt
128467

ASSIGNMENT OF DEED OF TRUST

FOR, AND IN CONSIDERATION of \$10.00, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the undersigned KIMBROUGH INVESTMENT COMPANY, a Mississippi Corporation, does hereby grant, bargain, sell, convey and assign unto First Federal Savings and Loan Association of Little Rock, Little Rock, Arkansas, ^{9/10/78} of all of its right, title and interest in and to that certain deed of trust executed by Walker C. Dodson and wife Maxine H. Dodson to O. B. Taylor, Jr., Trustee for the use and benefit of the said Kimbrough Investment Company, which Deed Of Trust appears of record in Deed/^{of Trust}Book 391 at page 153 of the records of the Chancery Clerk of DeSoto County, Mississippi, together with the debt thereby secured.

IN WITNESS WHEREOF, the undersigned KIMBROUGH INVESTMENT COMPANY has caused this agreement to be executed by its duly qualified officers and its corporate seal to be hereunto affixed, this the 15th day of April, 19 76.

KIMBROUGH INVESTMENT COMPANY

BY Richard H. Kimbrough
PRESIDENT

ATTEST:

BY Howard H. Anderson
VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, Richard H. Kimbrough and Howard H. Anderson, personally known to be the President and Vice President, respectively of the within named KIMBROUGH INVESTMENT COMPANY, a Mississippi Corporation, who acknowledged that they signed and executed and delivered the within and foregoing assignment on the day and year therein set forth, for and on behalf of Kimbrough Investment Company, and caused to be affixed thereto its corporate seal, being first duly authorized to so do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 15th day of April, 19 76.

Ernest J. Carter
NOTARY PUBLIC

My commission expires: April 7, 1979

STATE OF MISSISSIPPI, DE SOTO COUNTY

Subscribed and sworn to before me this 13 day of May, 1976, and that the same has been recorded in Book 199 Page 643 Records of REAL ESTATE Trust Deed

2.50

14

H. H. Ferguson
CLERK

Paid, Satisfied and Cancelled

This ~~28th~~ July 1982
DeSoto Title Trustee

George M. Bagnale
President

Attest: H. D. Ferguson
Chancery Clerk By: F. E. Davis, D.C.

DEED OF TRUST

This indenture made this 5th day of May, 19 76, between Robert D. Currie and wife, Judy C. Currie called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party, WITNESSETH:

WHEREAS, the First Party are indebted to the Second Party in the sum of \$ 4,064.00, evidenced by one promissory note of even date due and repayable in 72 equal monthly installments of \$ 56.45, ~~and one installment due on~~, the first installment due the 1st day of June, 19 76, and one installment due monthly thereafter until paid in full.

THEREFORE, in consideration of the premises and the sum of One Dollar, to the First Party paid by DeSoto Title Co., Inc. Trustee, the First Party have this day conveyed and warranted to the said Trustee the land in DeSoto County, Mississippi, described as follows, to-wit:

Lot 20 in Section A of Chickasaw Bluff Lakes Subdivision as shown on Plat appearing of record in Plat Book 6, pages 18-22 in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 18, Township 3, Range 9.

A failure to pay said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the holder of said note. Makers of said note shall have the right to pay all or any part of the said indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the First Party promptly pay the above stated indebtedness on or before the due date thereof, then this instrument to be void; but in default thereof the said Trustees shall take possession of said property, and after giving notice of the time, place and terms of sale by advertisement according to law, shall sell same at public auction to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the First Party. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the Second Party, its assigns or legal representatives can at any time appoint a Trustee to act in his stead.

Witness our signatures this the date written above.

Clara Ray Robert D. Currie
Judy C. Currie
Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Robert D. Currie and wife, Judy C. Currie, who acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 5th day of May, 19 76.

Amy Weatherly
Notary Public

My commission expires: January 17, 1979



STATE OF TENNESSEE) COUNTY OF SHELBY)
no. 13 Filed for record at 2 o'clock
date May 1976 and that the same has
been recorded in REAL ESTATE BOOK 644

DEED OF TRUST

This indenture made this 6th day of May, 1976, between David C. Shaw and wife, Linda D. Shaw called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party, WITNESSETH:

WHEREAS, the First Party is indebted to the Second Party in the sum of \$ 11,950.00, evidenced by one promissory note of even date due and repayable in 135 equal monthly installments of \$ 135.00, ~~and~~ ~~the first installment due the~~ 1st day of June, 1976, and one installment due monthly thereafter until paid in full.

THEREFORE, in consideration of the premises and the sum of One Dollar, to the First Party paid by Joel Walker, Trustee, the First Party has this day conveyed and warranted to the said Trustee, in trust to secure the payment of the aforesaid promissory note, the land in DeSoto County, Mississippi, described as follows, to-wit:

Lot 231 in Section B of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 33-40 in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 5, Township 3, Range 9.

A failure to pay any one or more of said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the holder of said note. Makers of said note shall have the right to pay all or any part of the said indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the First Party promptly pay the above stated indebtedness on or before the due date thereof, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale by advertisement according to law, shall sell same at public auction to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the First Party. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the Second Party, its assigns or legal representatives can at any time appoint a Trustee to act in his stead.

Witness our signatures this the date written above.

David C. Shaw

Linda D. Shaw
David C. Shaw
Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named David C. Shaw and wife, Linda D. Shaw, who acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned as their free and voluntary act and deed for the purposes therein expressed.

Given under my hand and official seal of office this 6th day of May, 1976.

Opus Weatherly
Notary Public



STATE OF MISSISSIPPI, DE SOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock no minutes P M. 13 day of May 1976, and that the same has been recorded in Book 199 Page 645 of the records of REAL ESTATE Trust Deed of said county.

Witness my hand and seal this 14 day of May, 1976.

H. H. Ferguson
2.50

DEED OF TRUST

This indenture made this 30th day of April, 19 76, between Maxie A. Kee and wife, Deloris A. Kee called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party, WITNESSETH:

WHEREAS, the First Party is indebted to the Second Party in the sum of \$ 2,650.00, evidenced by one promissory note of even date due and repayable in 60 equal monthly installments of \$ 53.74, ~~XXXXXX~~ ~~XXXXXXXXXX~~, the first installment due the 1st day of June, 19 76, and one installment due monthly thereafter until paid in full.

THEREFORE, in consideration of the premises and the sum of One Dollar, to the First Party paid by Joel Walker, Trustee, the First Party has this day conveyed and warranted the said DeSoto County, Mississippi, described as follows, to-wit:

Lot 134 in Section B of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 33-40 in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 6 & 7, Township 3, Range 9.

A failure to pay any one or more of said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the holder of said note. Makers of said note shall have the right to pay all or any part of the said indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the First Party promptly pay the above stated indebtedness on or before the due date thereof, then this instrument to be void; but in default thereof the said Trustees shall take possession of said property, and after giving notice of the time, place and terms of sale by advertisement according to law, shall sell same at public auction to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the First Party. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the Second Party, its assigns or legal representatives can at any time appoint a Trustee to act in his stead.

Witness our signatures this the date written above.

Cecil A. Ray

*Maxie A. Kee
Deloris A. Kee*
Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Maxie A. Kee and wife, Deloris A. Kee, who acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned as their free and voluntary act and deed for the purposes therein expressed.

Given under my hand and official seal of office this 30th day of April, 19 76.

Agnes Weatherly
Notary Public

My commission expires: January 17, 1979



STATE OF TENNESSEE)
COUNTY OF SHELBY)
no P 13 1976
Instrument was filed for record at 2 o'clock
of May 1976, and that the same has
been recorded in Book 646 of REAL ESTATE Trust Deeds
14 May 1976.
H. P. Ferguson

2.50

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

JOHN T. WILEY,

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 SIXTEEN THOUSAND FIVE HUNDRED THIRTY-THREE AND 60/100 - - - - DOLLARS (\$ 16,533.60) 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 payments of \$275.56 each beginning on the 23rd day of June, 1976, with a like payment being due and payable on the 23rd day of each and every successive month thereafter until paid in full, the 60th and final payment being due and payable on the 23rd day of May, 1981.

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.)

CANCELLED BY AUTHORITY RECORDED IN BOOK
247 PAGE 515
THIS 17 DAY OF Aug 1979
H. D. Ferguson
CHANCERY CLERK

7

4.74 Acres, more or less, in the Northwest Quarter, of Section 4, Township 3 South, Range 7 West, DeSoto County, Mississippi, described as: Part of the said Section 4, BEGINNING at a point at the intersection of the North right-of-way of Byhalia Road in the West line of the said Section 4, said point being 1,487 feet South of the Northwest Corner of said section; thence Northeastwardly along the North right-of-way of said road 778.5 feet to a point; thence North 53° 19' West 441.0 feet to a point in Old Byhalia Road (gravel), said point being also in the South line of H. C. Anderson tract; thence South 36° 41' West along the center of said Old Byhalia Road and the Anderson South line 101.5 feet to a point in the West line of said Section 4; thence South 5° 30' East along said section line 893 feet to the Point of Beginning; and being the same land to John T. Wiley, et ux in Warranty Deed Book 99, Page 19 in the Office of the Chancery Clerk of said county;

Signed for Identification:

John T. Wiley
 John T. Wiley

ALSO: One-Fourth (1/4) Acre, more or less, in the Northwest Quarter of Section 4, Township 3 South, Range 7 West, DeSoto County, Mississippi, described as: A small triangular-shaped parcel of land lying South of Old Byhalia Road joining Walden's land at the Northwest Corner and being situated in said Northwest Quarter and being more particularly described by metes and bounds as follows, to-wit: BEGINNING at a point in the West line of the said Section 4, which point is 592 feet South of the Northwest Corner of the said Section 4; thence North 36° 41' East along the North line of said Walden's tract and projection thereof 210 feet to a point in the center of Old Byhalia Road; thence South 84° 15' West along the center of said Old Byhalia Road (as relocated) 141 feet to a point in the West line of said section; thence South 5° 30' East along said section line 155 feet to the Point of Beginning; according to Plat of J. E. Lauderdale, C.E., dated April 24, 1971; and being the same parcel of land conveyed to John T. Wiley, et ux by Warranty Deed in 99, Page 21 in the Office of said Clerk.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold, and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 11th day of May, 1976.

John T. Wiley
John T. Wiley

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 T. WILEY,

who ~~acknowledged~~ acknowledged that he

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 11th day of May, 1976.

My Commission Expires: Jan 24, 1979

Betty M. McIntosh
Notary Public



(SEAL)

STATE OF MISSISSIPPI, DeSOTO COUNTY

I hereby certify that the within instrument was filed for record at 11 o'clock
no. 114 day of May 1976. and this was done by me
1976 649 REAL ESTATE TO DeSoto

Fees \$ 5.00 pd

H. B. Ferguson
14 May

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
nessee, certain real property was conveyed by the hereinafter named grantor, to
Howard E. Carter

as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed; and

WHEREAS, All of the notes described in and secured by said trust deed have been paid in full, and there is nothing due
or owing on said indebtedness nor under the terms and provisions of said trust deed; and

WHEREAS, Said trust deed are briefly described as follows, to-wit:

<u>GRANTOR</u>	<u>Date of Instrument</u>	<u>Recorded</u>	<u>Description of Property</u>
Sam Marconi, Jr. & wife, Patricia	4-23-73	Book 157 Page 603	Lot 2650, Sec. "M", South-haven West Sub., Sec. 27, Township 1, South, Range 8 West, Plat Book 4, Page 52 & 53, Chancery Court Clerk of DeSoto County, Miss.

NOW, THEREFORE, in consideration of the premises the undersigned
Commercial and Industrial Bank as legal owner and holder of the notes secured by said trust deed,
acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end
quit claim— and convey— unto said grantor, their heirs and assigns all their right, title, and interest in
and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, Commercial and Industrial Bank, covenants with the said
grantor that he the legal owner and holder of the notes described in and secured by said trust deed, and that he
has the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said Commercial and Industrial Bank has
hereunto set its hand (or caused its corporate name to be signed hereto by and through its proper officers duly au-
thorized so to do) this the 22nd day of April 1976

Commercial and Industrial Bank
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 fore-
going 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 22nd day

of April, 1976

My commission expires 3rd day of Sept, 1979 Notary Public

* Do not write below this line - FOR REGISTERS USE ONLY *

STATE OF TENNESSEE }
COUNTY OF SHELBY }
Instrument was filed for record at 10 o'clock
of April, 1976, and that the same has
been recorded in 30 194 Page 650 records of REAL ESTATE Trust Deed
of said County
this the 14 day of May, 1976.
H. H. Seay
2.50

CANCELLED BY AUTHORITY RECORDED IN BOOK
210 PAGE 24
THIS 4 DAY OF April 1977
D. D. Ferguson
CHANCERY CLERK

DEED OF TRUST
(Land)

This Deed of Trust, this day made by the undersigned
Ida B. McDaniel

hereinafter referred to as the Grantors (whether one or more), to and in favor of
E. L. Fowlard

as Trustee, hereinafter referred to as the Trustee, for the benefit of
Citizens Bank, Coldwater, Mississippi

hereinafter referred to as the Beneficiary, Witnesseth That:

Whereas, the Grantors are justly indebted to the Beneficiary in the principal sum of
Four hundred and 00/100

Dollars (\$ 400.00), together with interest thereon from and after the 13 day
of May, 1976, at the rate of 9 per centum

per annum, said principal and interest being due and payable as follows:

\$400.00 on her note of even date and like amount due February 1, 1977.

The aforesaid indebtedness is evidenced by a negotiable promissory note this day executed by the Grantors to and in favor of the Beneficiary, which said note contains a provision to the effect that any amount due thereunder not paid at maturity shall bear interest thereafter at the rate of 9 per centum per annum until paid, and a further provision to the effect that if default is made in the payment of any amount due thereunder at maturity and said note is placed in the hands of an attorney for collection, the Grantors will pay the Beneficiary an additional reasonable percentum of the principal and interest due thereunder as an attorney's fee for collection; and

Whereas, the Grantors have agreed to secure the payment of said indebtedness at maturity, and the faithful performance of the agreements hereinafter set forth:

The Grantors expect the Grantees to advance him - her - them money, supplies and merchandise in the amount of _____ Dollars at the discretion of the Grantees during the year 1976 or 22 months after date and the Grantors, in order to secure the payment of said sum, as well as any advances that may be made as aforesaid, hereby execute this instrument.

Now, therefore, in consideration of the premises and sum of One Dollar (\$1.00) this day paid in cash by the Trustee to the Grantors, the receipt of which being hereby acknowledged, the Grantors do hereby sell, convey and warrant unto the Trustee the following described land in _____ To be _____ County, Mississippi, to-wit:

Ten (10) acres, more or less, lying and being situated in the South part of the Southwest Quarter of Section 19, Township 3, Range 7 West, DeSoto County, Mississippi, and being more particularly described as follows: Beginning at a point in the east right of way line of U. S. Highway No. 51 (100' wide) and 1,529.45 feet north of the centerline of Vinson Road; thence North 84° 30' East 344.15 feet to a stake; thence South 5° 10' East 140.0 feet to a stake; thence North 84° 30' East 352.08 feet to a stake, said stake being the southeast corner of the herein described the (10) acre tract of land; thence North 5° 10' West with the east line of said the (10) acre tract 820.0 feet to a point; which point is the northeast corner of said ten(10) acre tract; thence South 84° 30' West 212.23 feet to a point said point being the northeast corner of the Herl tract of land; thence south along the east line of said Herl property 180 feet to a point; thence in a westerly direction along the south line of said Herl property 484 feet to a point in the east right of way line or U.S. Highway 51 (100 feet wide), said point also being the southwest corner of said Herl property; thence south along the east right of way line of U.S. highway No. 51 (100 feet wide) 500 feet to the point of beginning. Said tract of land being a part of that property conveyed by deed of record in Book 30, Page 64, of the records in the Chancery Clerk's office, Hernando, DeSoto County, Mississippi.

This is my homestead and the only home I have.

The Grantors agree to pay to the Beneficiary all amounts due under the terms of said note promptly at maturity; to pay all taxes and assessments lawfully levied and assessed against the above described property before they become delinquent; to remove no improvements from said property and to permit no waste to be committed thereon; to keep the improvements now or hereafter located on said property in a reasonably good state of repair; to keep the insurable improvements now or hereafter located on said property insured against loss or damage by fire or tornado in such amounts as the Beneficiary may reasonably require, such policy or policies of insurance to be issued by a responsible insurance company satisfactory to the Beneficiary and to contain a statutory mortgagee clause making any loss or damage payable to the Beneficiary as the Beneficiary's interest may appear; to pay the premiums for such insurance; and to deliver such policy or policies of insurance to the Beneficiary.

In the event the Grantors should fail to pay said taxes and assessments before they become delinquent, the Beneficiary may pay the same and all lawful penalties, interest and damages thereon; and in the event the Grantors should fail to comply with the foregoing provisions with reference to insurance, the Beneficiary may procure such insurance. All amounts expended by the Beneficiary on account of such taxes, assessments and insurance premiums shall be immediately due and payable by the Grantors to the Beneficiary with interest thereon at the rate of six per centum per annum from the date of the expenditure by the Beneficiary until the Beneficiary is reimbursed, and the repayment of such amounts with said interest thereon shall be fully secured by this deed of trust.

In the event of default hereunder by the Grantors or if, at any time, the Beneficiary shall reasonably deem said property endangered as security for said indebtedness, the Trustee may, at the request of the Beneficiary, take immediate possession of said property and hold the same for the benefit of all parties in interest until such time as said property is sold as hereinafter provided.

Upon default being made in the performance of any of the agreements herein contained, the entire indebtedness shall, at the option of the Beneficiary, become immediately due and payable. If the secured indebtedness is payable in installments, then, upon default being made in payment of any installment of principal or interest at maturity, the entire indebtedness shall, at the option of the Beneficiary, become immediately due and payable.

The Beneficiary is hereby given the right at any time to appoint a trustee to act in the place of the trustee herein named or in place of any succeeding trustee. Any such appointment may be made by means of an instrument of writing signed by the Beneficiary; and the effect of any such appointment shall be to vest immediately in such succeeding trustee all the title, rights and powers herein conferred upon or vested in the trustee herein named.

All the rights herein conferred upon the Beneficiary shall inure to and may be exercised by the holder of said note in the event of a change of ownership of said note by assignment, bequest, inheritance or otherwise. If the Beneficiary or any subsequent holder of said note is a corporation, said rights may be exercised by such corporation acting by and through any executive officer or agent thereof.

This conveyance, however, is made in trust, and is subject to the following limitations and conditions, to-wit: If the Grantors shall faithfully and punctually keep and perform all the agreements herein contained, then this conveyance shall be void and of no further force or effect; but, if default shall be made by the Grantors in the observance and performance of any of said agreements, the Trustee shall, at the request of the Beneficiary, sell said property at public auction to the highest bidder for cash at such time and place as he may select, after having given notice of the time, place and terms of sale in the manner and for the time now required by law for the sale of lands under deeds of trust. The Trustee may sell said property either as a whole or in parcels, all statutory provisions in this regard being hereby expressly waived by the Grantors. The proceeds arising from such sale shall be applied by the Trustee as follows: first, to the payment of the cost and expense of such sale, including a reasonable attorney's fee; next, to the payment of the indebtedness then owing to the Beneficiary under the terms of said note and of this deed of trust; and lastly, the balance, if any, shall be paid to the Grantors or their assigns.

Witness the signatures of the Grantors on this the 13 day of May

19 76.

Ida B. McDaniel

STATE OF Mississippi
COUNTY OF Tate

Before me, the undersigned authority in and for the aforesaid county and state, this day there personally appeared the within named Ida B. McDaniel

who acknowledged that she signed and delivered the foregoing deed of trust on the date thereof as her free and voluntary act and deed.

Given under my hand and official seal on this the 13 day of May



1976

Alvina Boyd

Title: Notary Public

My commission expires My Commission Expires March 11, 1978

STATE OF MISSISSIPPI, TATE COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 14 day of May 1976, and that the same has been recorded in Book 199 Page 651 of REAL ESTATE TRUST DEED at my office.

4.50

14 May 1976
H. P. Ferguson

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
namee, certain real property was conveyed by the hereinafter grantor, to
Howard E. Carter

as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed; and

WHEREAS, All of the notes described in and secured by said trust deed have been paid in full, and there is nothing due
or owing on said indebtedness nor under the terms and provisions of said trust deed; and

WHEREAS, Said trust deed are briefly described as follows, to-wit:

<u>GRANTOR</u>	<u>Date of Instrument</u>	<u>Recorded</u>	<u>Description of Property</u>
David W. White & wife, Barbara S.	2-2-73	Book <u>153</u> Page <u>457</u>	Lot 655, Section "F", Carriage Hills Sub., Section 24, Township 1, South, Range 8 West, Plat Book 6, Pages 3 & 4, Office of Chancery Court, Clerk of DeSoto County, Miss.

NOW, THEREFORE, in consideration of the premises the undersigned
Commercial and Industrial Bank as legal owner and holder of the notes secured by said trust deed,
acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end
quit claim— and convey— unto said grantor, their heirs and assigns all their right, title, and interest in
and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, Commercial and Industrial Bank, covenants with the said
grantor that he the legal owner and holder of the notes described in and secured by said trust deed, and that he
has the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said Commercial and Industrial Bank has
hereunto set its hand (or caused its corporate name to be signed hereto by and through its proper officers duly au-
thorized so to do) this the 4th day of MAY 1976

Commercial and Industrial Bank
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 his free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written.

My commission expires _____ day of _____, 19____ Notary Public

STATE OF TENNESSEE }
COUNTY OF SHELBY }

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____
Jim Smith with whom I am personally acquainted,
and who, upon oath, acknowledged himself to be the Asst. Vice President of the Commercial & Industrial Bank
the within named bargainor, a corporation, and that he as such Asst. Vice President being authorized so to do, executed the fore-
going 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 4th day
of MAY, 1976

My commission expires _____ day of _____, 19____ Notary Public
MY COMMISSION EXPIRES SEPTEMBER 3, 1979

* Do not write below this line - FOR REGISTERS USE ONLY *

STATE OF TENNESSEE }
COUNTY OF SHELBY }
Instrument recorded for record at 10 o'clock
of May 1976, and that the same has
been filed in the office of the REGISTER OF
REAL ESTATE DEEDS.
654
14
May 1976
2.50

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

MARGARET SUE HEARD, 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 TWELVE THOUSAND SIX HUNDRED NINETY-EIGHT and 64/100 ----- DOLLARS (\$ 12,698.64) 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 \$12,698.64, which includes principal and interest, repayable in 36 equal monthly installments of \$352.74 each, beginning June 15, 1976, and due the 15th day of each month thereafter until paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto,

State of Mississippi, and more particularly described as follows, to-wit:

Lot 242, Section C, Carriage Hills Subdivision, in Section 23, Township 1 South, Range 8 West, as per revised plat thereof recorded in Plat Book 3, Pages 38 and 39, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee 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 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 May, 1976.

Margaret Sue Heard
Margaret Sue Heard

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

Margaret Sue Heard, 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 May 1976.
My Commission Expires: 1-8-80 *Deborah B. Ansbro*
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
City of Natchez, Miss. This instrument was filed for record at 10 o'clock
30 A.M. 14 May 1976, and that the same has
been recorded in Book 199 Page 655 REAL ESTATE DEED

Fees \$ 5.00
H. G. Ferguson 14 May 1976

658

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI,
DeSoto County,

KNOW ALL MEN BY THESE PRESENTS, That Peoples Bank & Trust,
of Olive Branch, Miss the beneficiary, does hereby certify that a certain trust deed
bearing date the 16 day of May 19 73, made and executed by Gene Reese and wife
Mary W. Reese, of Maywood, Olive Branch, Miss to Peoples Bank & Trust
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No 160 on page 312
of the Record of Trust Deeds, on the 5th 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.

Peoples Bank & Trust, Olive Branch, Miss

James C. Payne, Notary Public

STATE OF MISSISSIPPI,
DeSoto County,

Personally came and appeared before me, the undersigned authority, A Notary Public
in and for County and State aforesaid, James C. Payne who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 17 day of May A. D. 19 76

James C. Payne
NOTARY PUBLIC
My Comm. Expires Jan. 18, 1977

STATE OF MISSISSIPPI, DE SOTO COUNTY
This instrument was filed for record at 10 o'clock
30 minutes of 14 day of May 1976, and that the same has
been recorded in the records of REAL ESTATE Trust Deed
of said county on page 144 of volume 658
this the 14 day of May 1976.
Fees 2.50
H. P. Ferguson