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. 201 Page 381
This the 22 day of June 19 76
H. D. Ferguson Clerk

1

VA Form 26-6322 (Home Loan)
Revised January 1974. Use Optional. Section 1814, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 6th day of May, 19 76, by and between

Thomas Wilber Kitchens and wife, Nora Jane Kitchens

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

Assignment of this Instrument Recorded in
Real Est T/D Book
No. 362 Page 736
This the 14 day of April 19 86
H. D. Ferguson Clerk
DS.

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

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

Lot 819, Section "D", 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 at pages 42 and 43 thereof, 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 entirely used to pay the seller all or part of the purchase price of the property described above.

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

Assignment of this Instrument Recorded in
real estate T / D Book
No. 454 240
This the 8th day of Nov. 19 88
By W. E. Davis Clerk
by 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;

Re-record
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 BC, DC.

CANCELLED BY AUTHORITY RECORDED IN BOOK
464 PAGE 209
THIS 24 DAY OF Feb 19 89
W. E. Davis by BC
Chancery Clerk

2

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 %) 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 and Dollars ($ 229.74), commencing on the first day of July , 1976 , and continuing on the 74/100 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 June XXXX 2006.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Thomas Wilber Kitchens
Thomas Wilber Kitchens

Nora Jane Kitchens
Nora Jane Kitchens

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me, the undersigned Authority in and for said County, the within named Thomas Wilber Kitchens and Nora Jane Kitchens, his wife, who acknowledged that t he y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 6th day of May, 1976.

Barbara J. Cranford
Notary Public

My Commission Expires: 3-8-80

INC.
32
SIPPI
ust

May 14 1976

said County,
conveyance
fice on the
day of
, 19

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that instrument was filed for record at 3 o'clock
45 minutes P. M. 14 day of May 1976, and that the same has
been recorded in 200 page 1 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and official seal this the 17 day of May 1976.

Fees 5.00

REAL H. H. Ferguson CLERK

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 205 Page 131
This the 20 day of Oct. 19 76
N. D. Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK
405 PAGE 606
THIS 25th DAY OF June 19 87
H. B. Ferguson
Chancery Clerk by D. Taylor, D.C.

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 201 Page 83
This the 14 day of June 19 76
N. D. Ferguson Clerk

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

DEED OF TRUST

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

THIS DEED OF TRUST, made and entered into this 6th day of May, 19 76, by and between

STEVE A. MASSEY AND WIFE, CATHY ANN MASSEY

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

Assignment of this Instrument Recorded in
Real Est. T/D Book
No. 362 Page 726
This the 14 day of April 1986
N. D. Ferguson Clerk

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

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

Lot 769, Section D, 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 at pages 42 and 43 thereof, reference to which is hereby made in aid of and as a part of this description. All of said Lots being located in Section 19, Township 9 South, Range 7 West, 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 part of the purchase price of the property described above.

The grantors do hereby warrant that the above described property is their homestead and that Steve A. Massey and wife, Cathy Ann Massey executes this deed of trust, the promissory note secured hereby, and all other documents in connection with this loan by virtue of the provisions of Section 93-3-11 of the Mississippi Code of 1972.

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

IN TRUST, HOWEVER, to secure to Wortman & Mann, Inc.

and existing under the laws of the State of Mississippi, a corporation organized of a certain promissory note of even date herewith in the principal sum of Twenty-Seven Thousand, Nine Hundred and no/100ths---------- Dollars ($ 27,900.00), 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, in monthly installments of Two Hundred Four and 79/100ths---------- Dollars ($ 204.79), commencing on the first day of July, 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 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. That he will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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

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

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

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (½) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on said 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.

Steve A. Massey
Steve A. Massey

Cathy Ann Massey
Cathy Ann Massey

STATE OF MISSISSIPPI,

COUNTY OF DESOTO } ss:

Personally appeared before me , the undersigned authority in and for the said County, the within named Steve A. Massey and Cathy Ann Massey , his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 6th day of May , 19 76

Barbara J Crisler
Notary Public

My Commission Expires: 3-8-80

STATE OF MISSISSIPPI

COUNTY OF DeSoto } ss:

I, H. P. Ferguson, Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration at 3:45 o'clock P.M. on the 14th day of May, 1976, and that the same has been recorded in Book 200 Page 5 of said County.

Witness my hand and seal this the 17 day of May 1976.

Fee $ 4.50 H. P. Ferguson CLERK

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 14 day of May 1976, and that the same has been recorded in Book 200 Page 5 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 17 day of May 1976.

Fee $ 4.50 H. P. Ferguson CLERK

GPO 948.897

PARTIAL RELEASE OF LAND DEED OF TRUST

For a valuable consideration, the receipt of which hereby acknowledged, The Hernando Bank, Hernando, Mississippi, being the lawful owner and holder of that certain deed of trust indebtedness described in andsecured by land deed of trust to The Hernando Bank from Wade B. Scruggs, Jr. and wife, Beulah W. Scruggs, said deed of trust being dated May 27, 1974 and of record in Book 175, Page 505 of the Land Trust Deed Records of DeSoto County, Mississippi, does hereby release from the lien of said deed of trust, the lands situated in DeSoto County, Mississippi, and described as follows:

Three (3) acres, situated in the Northeast Quarter of Section Five (5), Township Four (4), Range Seven (7) West, and more particularly described as follows, to-wit:

Beginning at the Northeast corner of said Section Five (5); thence West along the North line of said Section, 400 feet to a point; thence South parallel with the East line of said Section, 326.7 feet to a point; thence East parallel to the North line of said Section, 400 feet to a point in the East line of said Section Five (5); thence North along the East line of said Section, 326.7 feet to the point of beginning, and as said lands are shown by Survey Plat, Description, and Report prepared by Ronald R. Williams, C. E., dated May 1, 1976.

However, it is fully understand by all parties hereto that this is a partial release only and said deed of trust is to remain in full force and affect as to all remaining lands covered by said deed of trust.

Further the Chancery Court Clerk of DeSoto County, Mississippi, is hereby authorized and directed to make proper marginal entry of this partial release upon the margin of the record of said trust deed as the same appears in his office, making proper reference to the Book and Page of recordation of this instrument as his authority for so doing.

Witness the signature of The Hernando Bank, by its duly authorized and empowered officer, and its corporate seal affixed, this the 14th day of May, 1976.

THE HERNANDO BANK

BY _____
A. S. Ballard, Jr., President

State of Mississippi,
County of DeSoto.

This day personally appeared before me, the undersigned authority in andfor said County and State, A. S. Ballard, Jr., President of The Hernando Bank, Hernando, Mississippi, who acknowledged that he signed and delivered the foregoing Partial Release, and affixed the Corporate Seal of said Bank thereto, all as the act and deed of said Bank, after first being duly authorized and empowered to so do, all upon the day and year of its date and for the purposes and considerations therein expressed.

Given under my hand and seal of office, this the 14th day of May, 1976.

_____
Notary Public

My Commission Expires:

My Commission Expires May 7, 1977

STATE OF MISS. COUNTY

Instrument was filed for record at 4 o'clock
1976, and that the same has
been recorded in Book 8 records of REAL ESTATE Trust Deed
on the 17 day of May 1976

50 P. 14 May
200 8

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 11th day of June 19 74, made and executed by Hugh Brewer and wife, Clytee Brewer 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. 176, on Page 595, of the Record of Trust Deeds, on the 21st 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.

THIS THE 5th 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 12th day of May, A.D. 1976

Betty L. Hollowell

NOTARY PUBLIC

My commission expires:

My Commission Expires Feb 3, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock A. M. 9 May 1976 and that the same has been recorded in Book 200 Page 30 of Real Estate Trust Deed of said county.

17 May 1976.

2.50

10

ORDER TO CLERK TO CANCEL Assignment XXXXXXXXXXXX

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 assignment XXXXXXXXX bearing date the 21st day of July 1971, made and executed by B. E. Millican and wife, Mrs. 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. 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 instrument 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.

Belle L. Hollowell

NOTARY PUBLIC

My commission expires:

My Commission Expires Feb. 2, 1979

30 A. 17 200 10 May

10

17 May

2.50

1.33 acres, more or less in the NE¼ of S-2, T2, R8W #3-24823

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 James William (Bill) Flynn and Shirley Winburn Flynn to First Federal Savings and Loan Association of Jackson, Jackson, Mississippi, and recorded in BOOK 171 at PAGE 377 of the record of Deeds of Deeds of Trust in your office. Please mail this authority to cancel to Unifirst Federal Savings and Loan Association, Box 1818, Jackson, Mississippi, 39205, when it has been recorded.

THIS the 12th day of May, 19 76.

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

BY: Guy P. Martin
Guy P. Martin, Assistant Vice President

BY: Jennifer Duck
Jennifer Duck, Assistant Secretary

STATE OF MISSISSIPPI
COUNTY OF Hinds

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Guy P. Martin and Jennifer Duck, personally known to me to be the Assistant Vice President and Assistant Secretary, respectively, of Unifirst Federal Savings and Loan Association, a Corporation, who acknowledged before me that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as the act and deed of said Corporation, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 12th day of May, 19 76.

Ella Mae Jackson
Notary Public

My Commission Expires:

LS 408-A

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 17 day of May, 1976, and that the same has
been recorded in Book 200 Page 11 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 17 day of May 1976.
Fee $ 2.50 CHANCERY CLERK

12

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed bearing date the 21st day of January 19 1976 made and executed by Chester C. Sowell and wife Dorothy M. Sowell of Olive Branch, Miss. to Bank of Mississippi the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Land Trust Deed Record No. 195 on page 461 of the Record of Trust Deeds, on the 27th day of January, A. D. 19 76, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

Bank of Mississippi, Olive Branch, Miss.

Peggy Mitchell

STATE OF MISSISSIPPI, DeSoto County. } ss.

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

Given under my hand and seal of office, this 14th day of May A. D. 1976

Bill L. Holloway
Olive Branch, Miss

My Commission Expires Feb. 3, 1979

LAWRENCE-GREENWOOD 87844

30 A. 17
200 12 May

17 May

2.50

STATE OF MISSISSIPPI
COUNTY
Instrument was filed for record at 10 o'clock
1976, and duly recorded
of REAL ESTATE Trust Deeds
1976.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST **Class C**

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed bearing date the 19th day of March 1976, made and executed by Almac Construction Co, Inc. of Olive Branch, Miss. to Bank of Mississippi the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Land Trust Deed Record No. 198 on page 123 of the Record of Trust Deeds, on the 2nd day of April, 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.

Bank of Mississippi, Olive Branch, Miss.
Peggy Mitchell

STATE OF MISSISSIPPI, DeSoto County. } ss.

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

Given under my hand and seal of office this 14th day of May A. D. 19 76

My Commission Expires Feb. 3, 1979

Betty L. Hollowell
Olive Branch, Ms

LAWRENCE-GREENWOOD 27644

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 A. 17 13 May and that the same has
200 been recorded in Book 198 Page 123 of Trust Deed
of said County.

17 May 1976.

Fee 2.50 H. H. Ferguson CLERK

14

CANCELLED BY AUTHORITY RECORDED IN BOOK 229 PAGE 334
THIS 14 DAY OF Aug. 19 78
H.S. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

W. B. MONTGOMERY, ET UX

To { DEED OF TRUST
MEMPHIS KIMBERLY CLARK EMPLOYEES CREDIT UNION

THIS INDENTURE, Made this 14th day of May 1976
between William B. Montgomery and wife, Evelyn L. Montgomery of the first part,
and Memphis Kimberly Clark Employees Credit Union 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 Ten Thousand Dollars ($10,000.00), evidenced by one promissory note of even date, bearing 10% interest per annum, due and repayable in forty-eight (48) equal amortized monthly installments of $253.60 each, the first installment due May 25, 1976, and one installment due monthly thereafter until paid in full.

~~and may further covenant that the party who is second part may thereafter the party of the foregoing during the year this ... and thereunto ... made the party ... of the first part during ... and shown ... the payment ...~~ Therefore, in consideration of the premises, and of the sum of One Dollar to the part ... 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 ... real ... products ... every kind that ... has ... recorded, and all the ... of every kind to the ... property ... and family ... any matter ... with ... written ... either ... tenants ... otherwise ... during the ... of ... the deed ... may ... rents ... or ... other ... mechanic ... and ... fixtures ... and ... the ... implements ... every ... kind ... and ...~~

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

15 acres in the Southwest Quarter of Section 20, Township 2, Range 7, described as BEGINNING at a point in the west line of Section 20 a distance of 347.2 feet south of the northwest corner of the Southwest Quarter of Section 20; thence north 84 degrees 30 minutes east (Magnetic) 1320.0 feet to a stake; thence south 5 degrees 20 minutes east 495.0 feet to a stake; thence south 84 degrees 30 minutes west 1,320.0 feet to a stake in the west line of Section 20; thence north 5 degrees 20 minutes west on the west line of Section 20 a distance of 495.0 feet to the point of beginning, containing 15.0 acres.

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

Witness our signatures the date written above.

William B. Montgomery
William B. Montgomery
Evelyn L. Montgomery
Evelyn L. Montgomery

Witness

STATE OF MISSISSIPPI, DESOTO COUNTY.

Personally appeared before me, the undersigned authority of said County, the within named William B. Montgomery and wife, Evelyn L. Montgomery 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 14th day of May 1976.

(SEAL)

Sarah ... Notary Public

My Commission Expires: 3-24-79

STATE OF MISSISSIPPI, DESOTO COUNTY.

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

STATE OF ... COUNTY

... filed for record at 1 o'clock ... 1976, and that time was duly ... REAL ESTATE ... fees ...

... 1976.

30 P. 17
200 14 May
17 May

2.50

CANCELLED BY AUTHORITY, RECORDED IN BOOK 1361 PAGE 458
THIS 31st DAY OF July, 2001
W. E. Rorie
CHANCERY CLERK
by: P. Starkey D.C.

Assignment of this Instrument Recorded in Real estate 710 Book No. 422 Page 131
This the 1st day of Dec. 19 87
H. G. Ferguson Clerk
by S. Tyler, D.C.

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

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS INDENTURE, made and entered into this day, May 14, 1976 (Date)

by and between the undersigned JOHN L. BILLETT and wife, MICHELENE B. BILLETT

residing in Walls, DeSoto County, Mississippi, whose post office address is 5148 Caroline Drive, North Walls, Mississippi 38680

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

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

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

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
May 14, 1976	$22,790.00	8 1/2 %	May 14, 2009

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

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

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

DeSoto:

Lot 623, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

Subject to the following exceptions:
1. Easements, subdivision restrictions and building lines as shown on plat of record in Plat Book 10, Pages 32 and 33, in the office of the Chancery Clerk of DeSoto County, Mississippi.
2. Right of Way instrument executed by DeSoto Development Corporation to Mississippi Power & Light Company dated September 5, 1972; a five foot utility easement along rear and side lot lines as recorded in Book 100, Page 377, in the office of the Chancery Clerk of DeSoto County, Mississippi.
3. Rights of way 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 on 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. (Due Jan. 1, 1977).

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.

John L. Billett
John L. Billett

Michelene B. Billett
Michelene B. Billett

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 John L. Billett and Michelene B. Billett, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 14th day of May, 1976.

(SEAL)

Bobbie M. Braswell
(Signature)

Notary Public
(Title)

My Commission Expires:
Feb. 19, 1980

STATE OF MISSISSIPPI COUNTY
I certify that this instrument was filed for record at 9 o'clock
15 minutes A. M. on the 17 day of May 1976, and that the same has
been recorded in Book 200 Page 15 record of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 17 day of May 1976.

Fees 5.00

H. H. Jernigan CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 208 PAGE 267
THIS 7 DAY OF Feb. 1977
CHANCERY CLERK

STATE OF MISSISSIPPI
FHA FORM NO. 2175 M
Revised February 1973

DEED OF TRUST

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

THIS DEED OF TRUST, made and entered into this 14th day of May, 1976, by and between

JOHN KRAICHELY and wife, VIRGINIA M. KRAICHELY, 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, 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 2687, Section M, Southaven West Subdivision, in Section 27, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 4, Pages 52 and 53, 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 Nineteen Thousand Eight Hundred Fifty and 00/100 ----------Dollars ($ 19,850.00 ----), with interest from date at the rate of eight & 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 Street in Jackson, Mississippi, or at such other place as the holder may designate, in writing, in monthly installments of One Hundred Fifty-two and 65/100 -------- Dollars ($ 152.65 ------), commencing on the first day of June, 1976, and on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May, 2006.

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

1. That he will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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

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

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

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (½) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

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

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

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

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

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

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

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

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

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

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

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

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

John Kraichely

Virginia M. Kraichely

STATE OF MISSISSIPPI,

COUNTY OF DeSoto

Personally appeared before me a notary public, the undersigned authority of law in and for the said County, the within named John Kraichely and Virginia M. Kraichely, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 14th day of May, 1976.

My Commission Expires January 18, 1978

David A. Gustafson
Notary Public

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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
00 minutes A. M. 17 day of May 1976, and that the same has
been recorded in Book 200 Page 19 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 17 day of May 1976.

Fees $ 4.50 pd.

SEAL H. G. Ferguson CLERK

GPO 948-397

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TRUST DEED

THIS INDENTURE, made this the 13th day of May, 1976, between WALTER DELOCH WILSON and wife, MOLLY A. WILSON, Party of the First Part, and HENRY B. BULLARD and wife, JOSEPHINE BULLARD, 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 TWENTY-EIGHT THOUSAND FIVE HUNDRED and no/100 DOLLARS ($28,500.00), with interest at the rate of 7 1/2% per annum, repayable in 359 monthly installments of $199.28 each and 1 final installment of $194.54, beginning on the 22nd day of June, 1976, and each subsequent and succeeding installment being due on the 22nd day of each month thereafter until the principal and interest are fully paid, and any further amount that the party of the second part may furnish the party of the first part, 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 228, Section A in DeSoto Village Subdivision in Section 34, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 7, Pages 9-14, in the office of the Chancery Clerk of DeSoto County, Mississippi; and being the same property conveyed to Henry B. Bullard and wife, Josephine Bullard by Warranty Deed of record in Book 108, Page 640, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

WITNESS our signatures the date written above.

Walter Deloch Wilson
Walter Deloch Wilson

Molly A. Wilson
Molly A. Wilson

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named WALTER DELOCH WILSON and wife, MOLLY A. WILSON, who did adknowledge 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 13th dat of May, 1976.

Bobbie M. Braswell
Notary Public

My Commission Expires:
Feb. 19, 1980

CANCELLED BY AUTHORITY RECORDED IN BOOK 224 PAGE 240
THIS 26 DAY OF Apr 1978
H. D. Ferguson CHANCERY CLERK

STATE OF MISSISSIPPI
COUNTY
Instrument was filed for record at 9 o'clock
of May 1976, and that the same has
been recorded in record of REAL ESTATE Trust Deed
of said County
Witness my
the 17 day of May 1976.
H. D. Ferguson

15 A. 17
200 22 May

2.50

CANCELLED BY AUTHORITY RECORDED IN BOOK
2289 PAGE 374
THIS 22 DAY OF Aug - 2005
W E Davis
By D. Jones, DC CHANCERY CLERK

Assignment of this instrument Recorded in
Real Estate T.D. Book
No. 203 Page 628
This the 3 day of August 1976
[illegible] Clerk

DEED OF TRUST

THIS DEED OF TRUST is made this 14th day of May, 19.76., among the Grantor, Patrick Paul Hess, Jr. and wife, Barbara Jo Hess (herein "Borrower"), John Land McDavid (herein "Trustee"), and the Beneficiary, BAILEY MORTGAGE COMPANY, a corporation organized and existing under the laws of the State of Mississippi, whose address is 161 East Amite Street, Jackson, Mississippi (herein "Lender").

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

Lot 117, Section B, Carriage Hills Subdivision, Section 24, Township 1 South, Range 8 West, as shown on Revised Plat of record in Plat Book 3, Page 40 and 41 of the Register's Office of Chancery Court Clerk DeSoto County, Mississippi.

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

which has the address of 5887 Chesterfield Drive, (Street) Southaven (City)
Mississippi 38671 (herein "Property Address");
[State and Zip Code]

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

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated May 14, 1976 (herein "Note"), in the principal sum of Thirty-Three Thousand and no/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 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 declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

2.4

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.

Patrick Paul Hess, Jr. —Borrower

Barbara Jo Hess —Borrower

STATE OF MISSISSIPPI, DeSoto County ss:

On this 14th day of May, 19 76, personally appeared before me, the undersigned authority in and for said County and State, the within named Patrick Paul Hess, Jr., and wife, Barbara Jo Hess, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office.

My commission expires:

Feb. 19, 1980

Bobbie N. Braswell
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

STATE OF MISSISSIPPI, DeSOTO COUNTY

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

15 minutes A. M. on the 17 day of May, 1976, and that the same has been recorded in Book 200 Page 23 of said County's records of REAL ESTATE Trust Deed

Witness my hand this the 17 day of May, 1976.

SEAL H. H. Seigenthaler CLERK

Fee $ 5.00

$ 5.00 pd. A.H.

CANCELLED BY AUTHORITY RECORDED IN BOOK 202 PAGE 636
THIS 2 DAY OF August 1976
B. L. Wiggins
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned NORTHWEST BUILDERS, INC.

hereinafter designated "Grantor," conveys and warrants to C. B. Henley as Trustee, the following described property, located in DeSoto County, Mississippi, to-wit:

Lot 736, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

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

IN TRUST FOR THE FOLLOWING PURPOSES

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the BAILEY MORTGAGE COMPANY

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

($ 11,750.00) Eleven Thousand Seven Hundred Fifty and no/100 Dollars due on or before six (6) months from date with interest due and payable monthly until all principal and interest are paid in full.

as provided in Promissory Note of even date

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

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

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

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

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

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

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

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

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

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

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

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

Witness the signature of the Grantor , this 12th day of May 19 76

ATTEST:

Bob Gray, Vice President

NORTHWEST BUILDERS, INC.

BY:

Bobby S. Jones, President

STATE OF MISSISSIPPI,)

COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Bobby S. Jones and Bob Gray, President and Vice President, respectively, for and on behalf of and by authority of Northwest Builders, Inc.

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

Given under my hand and official seal, this 12th day of May 19 76

Bettie M. Brimwell Notary Public

My Commission Expires My Commission Expires February 19, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY

I, the undersigned Clerk of the Chancery Court of said County, hereby certify that the within instrument was filed for record at 9 o'clock

15 minutes A. on the 17 day of May 1976, and that the same has

was filed and the same has been recorded in Book 200 Page 27 records of REAL ESTATE Trust Deed

of said County.

Witness my hand and official seal of office this the 17 day of May 1976.

By H. G. Ferguson CLERK

Fee $ 3.50

Lot 620

Partial Release of this Instrument Recorded in Real Estate T.D. Book No. 204 Page 316 This 23rd day of Sept. 1976

D. D. Ferguson Clerk

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned NORTHWEST BUILDERS, INC.

hereinafter designated "Grantor," conveys and warrants to C. B. Henley as Trustee, the following described property, located in DeSoto County, Mississippi, to-wit:

Lot 620, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

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

IN TRUST FOR THE FOLLOWING PURPOSES:

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

($11,750.00) Eleven Thousand Seven Hundred Fifty & no/100-- Dollars due on or before Six (6) months from date with interest due and payable monthly until all principal and interest are paid in full.

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

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

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

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

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

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

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

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

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

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

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

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

Witness the signature of the Grantor, this 12th day of May 1976

ATTEST:

Bob Gray, Vice President

NORTHWEST BUILDERS, INC.

By: Bobby S. Jones, President

STATE OF MISSISSIPPI,

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Bobby S. Jones and Bob Gray, President and Vice President, respectively, for and on behalf of and by authority of Northwest Builders, Inc.

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

Given under my hand and official seal this 12th day of May 1976

Bobbie M. Braswell Notary Public

My Commission Expires Feb. 19, 1980

STATE OF MISSISSIPPI
COUNTY OF DESOTO

I, the undersigned Clerk of the Chancery Court of DeSoto County, hereby certify that the within instrument was filed for record at 9 o'clock on the 17 day of May 1976, and that the same has been recorded in Book 29 of REAL ESTATE Trust Deed Page 17 of the records of this office.

Witness my hand and official seal of office this 17 day of May 1976.

By H. P. Ferguson Clerk

15 A. 17
200

3.50

CANCELLED BY AUTHORITY RECORDED IN BOOK 202 PAGE 678
THIS 3 DAY OF August 1976
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned NORTHWEST BUILDERS, INC.

hereinafter designated "Grantor," conveys and warrants to C. B. Henley as Trustee, the following described property, located in DeSoto County, Mississippi, to-wit:

Lot 735, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

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

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the BAILEY MORTGAGE COMPANY its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows: ($ 12,159.00) Twelve Thousand One Hundred Fifty-Nine & no/100 Dollars due on or before six 96) months from date with interest due and payable monthly until all principal and interest are paid in full.

as provided in Promissory Note of even date

bearing interest at the rate of ~~8~~ percent per annum from date together with attorney's fees as therein provided.

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

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

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

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

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

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

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

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

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

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

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

Witness the signature of the Grantor , this 12th day of May 1976

ATTEST:

Bob Gray, Vice President

NORTHWEST BUILDERS, INC.

By: Bobby S. Jones, President

STATE OF MISSISSIPPI,)

COUNTY OF DESOTO)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Bobby S. Jones and Bob Gray, President and Vice President, respectively, for and on behalf of and by authority of Northwest Builders, Inc.

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

Given under my hand and official seal, this 12th day of May, 1976

Bobbie M. Braswell Notary Public

My Commission Expires Feb. 19, 1980

STATE OF MISSISSIPPI, COUNTY

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

15 minutes A. M. of May 1976, and that the same has

been recorded in Book 31 records of REAL ESTATE Trust Deed

of said County.

Witness my hand and official seal, this the 17 day of May 1976.

FEES $ 3.50

H. H. Ferguson CLERK

By D.C.

CANCELLED BY AUTHORITY RECORDED IN BOOK 245 PAGE 348
THIS 6 DAY OF July 1979
H. G. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Randall L. Watkins and wife,
Cheryl H. Watkins

To { DEED OF TRUST

FAA/SCU #9639

THIS INDENTURE, Made this 14th day of May 1976
between Randall L. Watkins and wife, Cheryl H. Watkins, Party of the first part,
and FAA/SCU #9639, 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 Five Hundred and no/100 Dollars ($1,500.00), with interest at the rate of 10% per annum; repayable in 36 monthly installments of $48.39 each, with the first installment being due on the 20th day of June, 1976, and each subsequent and succeeding installment being due on the 20th day of each month thereafter, except that the final payment shall be due on the 20th day of May, 1979,

and any further amount that the party of the second part may furnish the party of the first part having agreed to secure the prompt payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by 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 546, Section C Revised, Greenbrook Subdivision in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 8, Pages 49 and 50, of the records on file 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 157, Page 599, 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 date, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part, its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signatures the date written above.

Witness

Randall L. Watkins
Randall L. Watkins
Cheryl H. Watkins
Cheryl H. Watkins

STATE OF MISSISSIPPI, DeSOTO COUNTY

Personally appeared before me, Bobbie M. Braswell, a Notary Public of said County, the within named Randall L. Watkins and wife, Cheryl H. Watkins

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 14th day of May 1976

(SEAL)

Bobbie M. Braswell
Notary Public

My Commission expires:
Feb. 19, 1980

STATE OF MISSISSIPPI, DeSOTO COUNTY

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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
15 minutes A. M. 17 day of May 1976, and that the same has
been recorded in Book 200 Page 33 records of REAL ESTATE Trust Deed
of said County.
Witness my hand this the 17 day of May 1976.
H. G. Ferguson CLERK

Fee $ 2.50

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4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Marvin E. Crass and wife, Willa M. Crass of Memphis, Tennessee the beneficiary, does hereby certify that a certain trust deed bearing date the 1st day of September 1972, made and executed by Roddy T. Gilbert and Cynthia Gilbert of Hernando, Mississippi, to the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Land Trust Deed Record No 147 on page 292 of the Record of Trust Deeds, on the 1st day of September A. D. 1972, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law. This the 14th day of May, 1976.

Marvin E. Crass
Marvin E. Crass

Willa M. Crass
Willa M. Crass

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority, Notary Public in and for County and State aforesaid Marvin E. Crass and Willa M. Crass who acknowledged that they signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 14th day of May A. D. 1976

Bobbie M. Braswell
Notary Public

My Commission expires:
Feb. 19, 1980

LAWYERS-GREENWOOD 27644

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that this instrument was filed for record at 9 o'clock
15 minutes A. M. on the 17 day of May 1976, and that the same has
been recorded in Book 200 page 34 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 17 day of May 1976.

Fees 2.50

H. H. Ferguson
CHANCERY CLERK

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Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 316 Page 765
This the 17 day of Oct. 19 77
H. D. Ferguson Clerk

Bankers Life Co.
Assignment of this Instrument Recorded in
Real est T/D Book
No. 359 Page 19
This the 24th day of Feb. 19 86
W. H. Ferguson Clerk
by D. Taylor, D.C.

VA Form 26-6321 (Home Loan)
Revised January 1974. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 14th day of May, 1976, by and between

ROBERT DONALD SHINGLER

, hereinafter called the Grantor;
Tom B. Scott, Jr. , hereinafter called the Trustee, and

UNIFIRST FEDERAL SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of the State of Mississippi, having its principal office and post-office address at 525 East Capitol St., Jackson, Mississippi, hereinafter called the Beneficiary:

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

Lot 528 in Section D of Buena Vista Lakes Subdivision as shown on plat appearing of record in Plat Book 5, Pages 40-43 in the Chancery Clerk's Office of DeSoto County, Mississippi, to which recorded plat reference is hereby made for a more particular description. Said lot being situated in Section 13, Township 4, Range 8 West, DeSoto County, Mississippi.

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

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

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

CANCELLED BY AUTHORITY RECORDED IN BOOK
762 PAGE 123
THIS 22nd DAY OF May 1995
W. E. Davis
CHANCERY CLERK
by: D. Starkey

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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-Two Thousand Five Hundred & no/100 Dollars ($32,500.00), with interest from date at the rate of Eight & One-Half per centum (8-1/2%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Unifirst Federal Savings & Loan Association, 525 East Capitol Street in Jackson, Mississippi , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Forty-Nine & 93/100Dollars ($ 249.93), commencing on the first day of July , 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 June, 2006. ,xx

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Robert Donald Shingler

Robert Donald Shingler

STATE OF MISSISSIPPI,
COUNTY OF DeSoto } ss:

Personally appeared before me Bobbie M. Braswell, the undersigned Notary Public in and for said County, the within named Robert Donald Shingler ~~she~~ who, 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 May, 1976.

Bobbie M. Braswell
Notary Public

My Commission expires:
February 19, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
15 minutes A. M. 17 day of May 1976, and that the same has
been recorded in Book 200 Page 35 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and official seal this the 17 day of May 1976.

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

SIPPI
ust
said County;
g conveyance
office on the
May
day of
, 19
Deputy
323215
A. H.

CANCELLED BY AUTHORITY RECD. 11 NOON
338 PAGE 481
THIS 17 DAY OF May 1985
H. D. Ferguson
CHANCERY CLERK
D.S.

FOR REAL ESTATE, CHATTEL OR BOTH

Aubrey H. Jacobson, Sr. and wife, Vivian A. Jacobson

To { DEED OF TRUST

Rubber Workers Federal Credit Union

THIS INDENTURE, Made this 10th day of May 1976 between Aubrey H. Jacobson, Sr. and wife, Vivian A. Jacobson, Party of the first part, and Rubber Workers Federal Credit Union, Party of the second part,

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of Five Thousand Six Hundred and no/100 Dollars ($5,600.00), with interest at the rate of 10% per annum, repayable in 120 monthly installments of $73.98 each, beginning June 1, 1976, with final payment due on May 1, 1986,

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

Lot 434 in Brook Hollow West Subdivision 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 DeSoto County, Mississsippi.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 142, Page 289, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

Witness our signatures the date written above.

Witness

Aubrey H. Jacobson, Sr.

Vivian A. Jacobson

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me, Bobbie M. Braswell, a Notary Public of said County, the within named Aubrey H. Jacobson, Sr. and wife, Vivian A. Jacobson 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 76

(SEAL)

My commission expires:
Feb. 19, 1980

Bobbie M. Braswell
Notary Public D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.

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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
15 minutes A. M. 17 day of May 1976, and that the same has
been recorded in Book 200 Page 39 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal of office this 17 day of May 1976.
H. D. Ferguson
2.50

40

395797

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 Donald D. Tase and wife, Sharon G. Tase to FIRST NATIONAL BANK OF MEMPHIS and recorded on Page 563 of Book Number 176 of the Record of Deeds or Deeds of Trust in your office.

This 13 day of May, 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 13 day of May, AD, 19 76.

Janice Stuart
Notary Public
MY COMMISSION EXPIRES FEBRUARY 7, 1979

STATE OF MISSISSIPPI COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. on the 17 day of May 1976, and that the same has been recorded in Book 200 of the 40 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 17 day of May 1976.

2.50

H. H. Terry CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 244 PAGE 252
THIS 14 DAY OF June 19 79
B. J. Ferguson
CHANCERY CLERK

DEED OF TRUST

Grantors: Luegi Valantino Andreoni and wife Dorothea Andreoni

Lender: Dial Finance Company of Mississippi

Trustee: Gerald W. Craig

Total of Payments: $ 2,748.85 Finance Charge: $ 820.89 Amount Financed: $ 1,927.96 Number of Monthly Instalments: 36 First Instalment Due Date: 5/10/ 19 76 Annual Percentage Rate (Agreed Rate of Charge) 24.36%

This Deed of Trust, made this 26th day of April 19 76, witnesseth that Grantors named above are indebted to Lender named above on a certain Note of even date in the amount stated above as "Total of Payments", evidencing a loan in the amount stated above as "Amount Financed", made to Grantors by Lender. Said Note is payable in the number of monthly instalments above stated. The first instalment due date is stated above. Other instalments are payable on the same day of each succeeding month. The finance charge and agreed rate of charge applicable to said loan and Note are above stated.

In consideration of the aforesaid indebtedness and in order to secure the prompt payment of said Note and any future note or notes executed and delivered to Lender by Grantors at any time before said Note shall be paid in full, evidencing either a future loan by said Lender or a refinancing of any unpaid balance of said Note or renewal thereof, or both such future loans and refinancing, but not exceeding in the aggregate at any one time an unpaid amount of $50,000, the Grantors hereby sell, convey, and warrant unto the Trustee named above the following described real estate located in DeSoto County, State of Mississippi:

Lot 317, Section C, in Brook Hollow Subdivision on Section 24, Township 1, Range 8, as shown by the plat recorded in Plat Book 7, Page 46, in the office of the Chancery Court Clerk of said County, more particularly described as follows, to-wit:
Beginning at a point in the southerly line of Stonebrook Cove a distance of 354.50 feet (produced) from the easterly line of Jamesbrook Drive; thence westwardly a distance of 80.96 feet to a point; thence northwardly a distance of 117.60 feet to the point of beginning.

To have and to hold the same unto the said Trustee, and unto his heirs in trust and assigns, forever.

But this is a Trust Deed, and this conveyance is in trust for the following purposes and none other: If the Grantors shall well and truly pay and discharge the indebtedness secured hereby, according to the terms of the instrument or instruments evidencing the same, then this instrument and conveyance shall be void and of no further force and effect. But if Grantors default in payment of any indebtedness hereby secured, or default in any term or condition of any other obligation, agreement, or indebtedness owing to Lender, or default in any term or condition of any other obligation, agreement, or indebtedness secured by the above-described real estate owing to any party whatsoever, then the Trustee may upon demand of the holder of the Note declare immediately due and payable all indebtedness then remaining unpaid and secured hereby, and the Trustee, or his successor, is hereby authorized and empowered to enter and take possession of said real estate, and before or after such entry, to advertise the sale of said real estate once each week for three consecutive weeks, giving notice of the time, place, and terms of sale in a newspaper published in the county in which said real estate is located, and to sell the same to the highest bidder for cash at the Court House in said county free from equity of redemption, homestead, dower, and all other exemptions, all of which are hereby expressly waived, and said Trustee shall execute a conveyance and deliver possession to the purchaser, or the Trustee may sell the real estate described herein for cash in such other manner as may be provided or permitted by law.

The Lender, its successors and assigns may in writing appoint successive or substitute trustees in the place of the Trustee named herein or any successor Trustee if from any cause said Trustee or any successor Trustee shall not be present, able and willing to act hereunder or if said Lender or its successors or assigns shall for any reason desire to do so.

In case of sale under this Deed of Trust, the proceeds will be applied by the Trustee as follows: first, to the payment of necessary expenses of this trust and its execution, and second, to the indebtedness secured hereby, and the surplus, if any, shall be paid to the Grantors.

Wherever used herein the plural number shall be construed to include the singular, the singular the plural, and the use of any gender shall include all genders.

In Witness Whereof the Grantors have hereunto set their hands the day and year first above written.

Luegi Valantino Andreoni SIGN HERE
GRANTOR

X Dorothea Andreoni SIGN HERE
GRANTOR

STATE OF MISSISSIPPI
COUNTY OF DeSoto } SS.

Personally appeared before me, the undersigned authority, the within named Luegi Valantino Andreoni and wife Dorothea Andreoni who acknowledged that he, she or they, as the case may be, signed and delivered the above foregoing Deed of Trust on the day and year therein mentioned.

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

My commission expires December 18, 1978 T. A. Clemes
NOTARY PUBLIC

This instrument was prepared by J. Dalton of Dial Finance Company of Mississippi 6125 Millbranch Road Southaven Mississippi.
(ADDRESS)

743 K75 MS

2.50 P

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock A. M. 17 day of May, and that the same has been recorded in Book 200 Page 41 of said County REAL ESTATE Trust Deed

17 May 1976

B. J. Ferguson CLERK

Fees 2.50

42

CANCELLED BY AUTHORITY RECORDED IN BOOK 274 PAGE 598 DAY OF July 19 81
THIS 13 DAY OF July 19 81
CHANCERY CLERK

DEED OF TRUST

Grantors: Gwendolyn G. Swims

Lender: Dial Finance Company of Mississippi

Trustee: Gerald W. Craig

Total of Payments: $ 3746.07 Finance Charge: $ 1396.83 Amount Financed: $ 2349.24 Number of Monthly Instalments: 36 First Instalment Due Date: 6/5/ 76 Annual Percentage Rate (Agreed Rate of Charge): 33.28 %

This Deed of Trust, made this 30th day of April 19 76 witnesseth that Grantors named above are indebted to Lender named above on a certain Note of even date in the amount stated above as "Total of Payments", evidencing a loan in the amount stated above as "Amount Financed", made to Grantors by Lender. Said Note is payable in the number of monthly instalments above stated. The first instalment due date is stated above. Other instalments are payable on the same day of each succeeding month. The finance charge and agreed rate of charge applicable to said loan and Note are above stated.

In consideration of the aforesaid indebtedness and in order to secure the prompt payment of said Note and any future note or notes executed and delivered to Lender by Grantors at any time before said Note shall be paid in full, evidencing either a future loan by said Lender or a refinancing of any unpaid balance of said Note or renewal thereof, or both such future loans and refinancing, but not exceeding in the aggregate at any one time an unpaid amount of $50,000, the Grantors hereby sell, convey and warrant unto the Trustee named above the following described real estate located in Desoto County, State of Mississippi:

Lot 264, 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 northeasterly line of Meadowbrook Drive at the end of a 20-foot radius curve, said curve connecting the nrotheasterly line of Meadowbrook Drive with the northwesterly line of Southbridge Circle; thence northwestwardly along the northeasterly line of Meadowbrook Drive 87.5 feet to a point at the southern-most corner of Lot 265 of said subdivision; thence northeastwardly 97.5 feet to a po9nt at the corner common to Lots 265, 264 and 263 of said subdivision; thence southeastwardly 107.5 feet to a point in the northwesterly line of Southbridge Circle at the southern-most corner of said lot 263; thence southwestwardly along the northwesterly line of Southbridge Circle 77.5 feet to a point at the beginning of said 20-foot radius curve; 31.42 feet to the point of beginning.

To have and to hold the same unto the said Trustee, and unto his heirs in trust and assigns, forever.

But this is a Trust Deed, and this conveyance is in trust for the following purposes and none other: If the Grantors shall well and truly pay and discharge the indebtedness secured hereby, according to the terms of the instrument or instruments evidencing the same, then this instrument and conveyance shall be void and of no further force and effect. But if Grantors default in payment of any indebtedness hereby secured, or default in any term or condition of any other obligation, agreement, or indebtedness owing to Lender, or default in any term or condition of any other obligation, agreement, or indebtedness secured by the above-described real estate owing to any party whatsoever, then the Trustee may upon demand of the holder of the Note declare immediately due and payable all indebtedness then remaining unpaid and secured hereby, and the Trustee, or his successor, is hereby authorized and empowered to enter and take possession of said real estate, and before or after such entry, to advertise the sale of said real estate once each week for three consecutive weeks, giving notice of the time, place, and terms of sale in a newspaper published in the county in which said real estate is located, and to sell the same to the highest bidder for cash at the Court House in said county free from equity of redemption, homestead, dower, and all other exemptions, all of which are hereby expressly waived, and said Trustee shall execute a conveyance and deliver possession to the purchaser, or the Trustee may sell the real estate described herein for cash in such other manner as may be provided or permitted by law.

The Lender, its successors and assigns may in writing appoint successive or substitute trustees in the place of the Trustee named herein or any successor Trustee if from any cause said Trustee or any successor Trustee shall not be present, able and willing to act hereunder or if said Lender or its successors or assigns shall for any reason desire to do so.

In case of sale under this Deed of Trust, the proceeds will be applied by the Trustee as follows: first, to the payment of necessary expenses of this trust and its execution, and second, to the indebtedness secured hereby, and the surplus, if any, shall be paid to the Grantors.

Wherever used herein the plural number shall be construed to include the singular, the singular the plural, and the use of any gender shall include all genders.

In Witness Whereof the Grantors have hereunto set their hands the day and year first above written.

Gwendolyn G. Swims SIGN HERE

STATE OF MISSISSIPPI
COUNTY OF Desoto } SS

GRANTOR SIGN HERE

Personally appeared before me, the undersigned authority, the within named Gwendolyn G. Swims who acknowledged that he, she or they, as the case may be, signed and delivered the above foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal this the 30th day of April 1976

My commission expires December 18, 1978 T. A. Clinard NOTARY PUBLIC

This instrument was prepared by B. Thompson of Dial Finance Company of Mississippi 6125 Millbranch, Southaven, Mississippi.

743 K75 MS

D 5.00

STATE OF MISSISSIPPI
COUNTY
I certify that the within instrument was filed for record at 10 o'clock A. M. on the 17 day of May 1976, and that the same has been recorded in Book 42 records of REAL ESTATE Trust Deed on page 200 of said records.
Witness my hand and seal of office this the 17 day of May 1976.
H. H. Ingram CHANCERY CLERK
By D.C.

30 minutes A. 17

2.50

CANCELLED BY AUTHORITY. RECORDED IN BOOK 418 PAGE 577
THIS 22 DAY OF Oct. 19 87
H.D. Ferguson D.S.
Chancery Clerk

Acknowledgment of this Instrument Recorded In Real Estate No. Book No. 251 Page 713
This the 8 day of Nov 19 79
H. D. 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 13th day of May , 1976 , by and between

James L. Wray and wife, Myra G. Wray

, 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, MS 39205 , hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar ($1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described 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 25, Section B, Holiday Hills Subdivision, being situated in Section 34, Township 1 South, Range 6 West, DeSoto County, Mississippi as per plat for said subdivision recorded in Plat Book 11, page 11,and 12, Chancery Clerk's office - DeSoto County, Mississippi.

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

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

IN TRUST, HOWEVER, to secure to Bailey Mortgage Company , a corporation organized and existing under the laws of the state of Mississippi , the payment of a certain promissory note of even date herewith in the principal sum of Thirty-one Thousand, Nine Hundred and No/100---------- Dollars ($ 31,900.00), with interest from date at the rate of Eight & 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 in 161 E. Amite Street, P.O. Box 1389, Jackson, Mississippi 39205 or at such other place as the holder may designate, in writing, in monthly installments of Two Hundred, Fourty-five & 31/100---------- Dollars ($ 245.31), 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 (½) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

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

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

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

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

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

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

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

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

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

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

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

9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within Thirty (30) from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the aforesaid time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

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

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

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

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

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

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

James L. Wray

Myra G. Wray

STATE OF MISSISSIPPI,

COUNTY OF DESOTO

Personally appeared before me Debbie C. Pennington the undersigned notary public in and for the said County, the within named James L. Wray and Myra G. Wray, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 13th day of May, 1976

My Commission Expires September 24, 1979

Debbie C. Pennington
Notary Public

STATE OF MISSISSIPPI

COUNTY OF Desoto

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 17 day of May 1976, and that the same has been recorded in Book 200 Page 43 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 17 day of May 1976.

Fees $ 5.00 pd.

SEAL Kt. H. Ferguson CLERK

GPO 843-297

QD-5.00 W, F, R & B, W, - O.B. 200

46

Walker C. Dodson & Maxine Dodson

Form 278

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DE SOTO COUNTY, MISSISSIPPI:

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Assignment executed by KIMBROUGH INVESTMENT COMPANY to FIRST NATIONAL BANK OF JACKSON, Jackson, Mississippi

and recorded on page 186 of Book Number 188 of the Record of ~~Deeds~~ Assignments in your office.

This 15th day of March, 19 76

FIRST NATIONAL BANK OF JACKSON
Jackson, Mississippi

By: Harry M. Walker
Harry M. Walker
Assistant Vice President

STATE OF MISSISSIPPI,
Hinds County } ss.

Personally appeared before me, a Notary Public
the undersigned authority in and for said county and State, the within named Harry M. Walker, Assistant Vice President, FIRST NATIONAL BANK OF JACKSON, Jackson, Mississippi

who acknowledged that He signed and delivered the foregoing instrument on the day and year therein mentioned, as the Bank's act and deed.

Given under my hand and official seal, at office, this 15th day of March ~~XXXX~~ A.D. 19 76

Pamela Jo Cummings
Notary
MY COMMISSION EXPIRES JAN. 22, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 20 minutes A. M. 17 day of May 1976, and that the same has been recorded in Book 200 Page 46 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 17 day of May 1976.

Fees $ 2.50 pd.

SEAL H. P. Ferguson CLERK

Memphis

PARTIAL RELEASE

For and in consideration of the sum of Ten Dollars ($10.00) cash in hand paid, the receipt and sufficiency of all of which is hereby acknowledged, James H. Berry And Grace A Berry does hereby release from the lien of the Deed of Trust given by Robert Williams JR. And Lizzie Ann Williams to William H. Austin Trustee for the benefit of James H. Berry And Co. which Deed of Trust is dated the 1st day of June, 1974, and recorded in Deed of Trust Book 176, Page 128 of the Trust Deed Records of DeSoto County, Mississippi, in the Office of the Chancery Clerk of DeSoto County, Mississippi, the following land located in DeSoto County, Mississippi, described as follows, to wit:

Lot 18 of the James H. Berry SUBDIVISION, located in the Northwest Quarter of Section 31, Township 2, Range 5 west DeSoto County, Mississippi And being of Record in Plat Book 6, Page 1 in the office of the Chancery Court Clerk And Reference is hereby made for A more particular Description

~~It is expressly understood said Deed of Trust recorded in Deed of Trust Book _____, Page _____ shall remain in full force and effect.~~

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

WITNESS the signature of James H. Berry And, this the 26th day of March, 1976.

Witness: Eudand Scallions

James H Berry
Grace F. Berry

STATE OF TENNESSEE
COUNTY OF Shelby

On this 26th day of March, 1976, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared James H. Berry, And Grace F. Berry to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that ~~he~~ they executed the same as their free act and deed.

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

Susan M. Watson
NOTARY PUBLIC
MY COMMISSION EXPIRES AUGUST 26, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 17 day of May 1976, and that the same has been recorded in Book 200 Page 47 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 17 day of May 1976.

Fees 2.50

H. P. Ferguson

48

STATE OF MISSISSIPPI
COUNTY OF DESOTO

RELEASE

For and in consideration of the sum of $10.00, cash in hand paid, and other other good and valuable consideration, the receipt of all of which is hereby acknowledged, the undersigned Mortgage does hereby discharge and release the following described real estate, being that land described in that Deed of Trust executed by:

Larry J. Taylor and is recorded in the Chancery Clerk Office of DeSoto County, Mississippi. Date Recorded 4-23-1973 in Book 159 Page 463

This deed of trust was assumed by Leo V. Fortune who has on this date satisfied this debt.

All said records being in the Office of the Chancery Clerk of the above stated County and State.

Said real estate hereby released being described as follows:

COMMENCE at the Northeast corner of the Southwest Quarter of the Northeast quarter of Section 21, Township 2 South, Range 5 West, DeSoto County, Mississippi;
thence run south 23' 55" East 84.80 feet to the point of beginning;
thence run south 44' 41" East 817.80 feet to a point;
thence run south 89° 11' 52" west 445.01 feet to a point;
thence run south 72° 54' 50" west 327.07 feet to a point on the east line of the public road;
thence run north 39° 23' 12" west, along said road for a distance of 425.11 feet to a point;
thence run north 17° 24' 31" East 27.38 feet to a point on the south line of Bell Road;
thence following the south line of Bell Road, Run North 74° 12' 17" east 101.06 feet to a point;
thence north 56° 59' 14" east 143.44 feet to a point;
thence north 56° 6' 56" east 193.38 feet to a point;
thence north 62° 54' 38" east 369.03 feet to a point;
thence north 58° 38' 35" east for a distance of 353.50 feet to the point of beginning and containing 12.34 acres more or less.

There was a correction in the description of the Warranty Deed from Sidney L. Hurdle to Jewel M. Hamm et vir and from Jewel M. Hamm to Larry Taylor and from Larry Taylor to Leo V. Fortune.

This correction Warranty Deed was recorded in Book No. 115, Page 258 of the Records of Warranty Deeds of said DeSoto County.

Thisrelease is described from the correction Warranty Deed.

Witness our signatures this the 1st day of May - 1976 -

Jewel M. Hamm
Mortgagee Jewel M. Hamm

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for said County and State, the within named Jewel M. Hamm by and whose signature appears to the foregoing release, and who each acknowledge that she did severally sign and deliver said instrument on the day and year of its date, for the purposes stated therein, as and for their free and voluntary acts and deeds.

Given under my hand and seal of office this the 1st day of May 1976.

Jane H. Ezell
Notary Public

(SEAL)

My Commission Expires:

My Commission Expires March 13, 1979

STATE OF MISSIS
I certify that
COUNTY
instrument was filed for record at 10 o'clock
of May 1976, and that the same has
been recorded in records of REAL ESTATE Trust Deed
1976.

30 minutes A M 17
400
48
2.50

H. G. Ferguson

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. 199 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, 1979
(SEAL)

This instrument was prepared by: Pam M. Holland
Address: 165 Madison Avenue
Memphis, Tennessee

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 17 day of May, 1976, and that the same has been recorded in Book 200 Page 49 of the records of said ESTATE Trust Deed of said County.

Witness my hand and seal this the 17 day of May, 1976.

Fees 2.50

H. W. Ferguson CLERK

50

CANCELLED BY AUTHORITY, RECORDED IN BOOK 536 PAGE 400
THIS 14 DAY OF March 91
W. E. Harris Chancery Clerk by BC/a

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PURCHASE MONEY DEED OF TRUST

FOR AND IN CONSIDERATION OF THE SUM of $10.00, cash in hand paid by John L. Kennedy, Trustees, and other considerations hereinafter set out, the receipt of all of which is hereby acknowledged, the undersigned Mortgagors hereby convey and warrant unto Trustee, the following described property:

6.679 acres in Section 22, Township 2 South, Range 6 West, DeSoto County, Mississippi; Being farm number 36 Phase II, of Lewisburg Farms as recorded in Plat Book 13 pages 9, 10, and 11 in the office of the Chancery Clerk of DeSoto County;, Mississippi.

IN TRUST to secure our promissory note of even date in the sum of $17,500.00 with interest after date at the rate of 8% per annum, and payable to Lewisburg Farms, Inc. in monthly installment of $ 167.24 , the first being due on the 15 day of February 1976 and a like installment on the 15thday of every month thereafter until all debt, both principal and interest shall be paid in full; also to secure attorney fees, or collection charges as provided in the note, and for any further amounts that may be furnished us.

We, reserve the right to anticipate any part of the debt.

We, agree to promptly pay all taxes, and assessments levied against said property and should we fail to pay same, any holder of this debt may pay same and charge it to our account as an advance under this Deed of Trust.

If we punctually pay each installment of this debt when due and comply with the other covenants, then this conveyance shall be void, but should we fail to carry out any covenant contained herein, then any legal Holder of this debt may accelerate it and declare the entire debt secured hereby due; and said Trustee may take immediate possession of said property and sell the same at public outcry to the highest bidder for cash, in front of the south door of the Court House of Marshall County, Mississippi, after first advertising the time, terms, and place of sale as provided by law. The Trustee may fix the date of sale, and the proceeds shall be first applied to the cost of making and executing this trust and the payment of the secured debt; the balance, if any, as the law directs.

Any legal Holder of this debt may substitute a trustee.

Witness our signatures this the day of February 1976.

Joel B. Sneed

Debra D. Sneed

STATE OF MISSISSIPPI
COUNTY OF MARSHALL

Personally appeared before me, the undersigned authority in and for said County and State, the within named Joel B. Sneed and Debra D. Sneed whose signatures appear to the foregoing Deed of Trust, and who each severally acknowledge that they signed and delivered said Deed of Trust on the day and year of its date, for the purposes stated therein as and for their free and voluntary acts and deeds.

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

(SEAL)

My Commission Expires:

Notary Public

My Commission Expires Oct. 10, 1978

STATE OF MISSISSIPPI, COUNTY
I, ... do hereby certify that the within instrument was filed for record at 10 o'clock
... day of May 1976, and that the same has
been recorded in ... Book ... REAL ESTATE Trust Deed ...
... 1976.
W. E. Harris ... DC

30 A. 17 200 50 May 17

2.50

ASSUMPTION AGREEMENT

This Agreement made this 28th day of April, 1976, by and between Gary Lee Chism and wife, Jeanna Beth Chism (hereafter "Seller"); Unifirst Federal Savings and Loan Association (hereafter "Association"); and Phil Gurley and wife, Debbie Gurley (hereafter "Purchaser").

WHEREAS, the Seller is obligated and liable for payment to the Association of their promissory note in the original principal sum of $ 32.750.00 , dated 7/16/75, which note is secured by a deed of trust dated 7/16/75, 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 188 at Page 153 securing the following described property:

Lot 1261, Sec. F, Greenbrook, S-19, T-1-S, R-7-W

reference to which is hereby made, and the Association now being the owner and holder of said promissory note and deed of trust; and

WHEREAS, the Seller has sold and conveyed or is about to sell and convey the real property, together with all improvements thereon, described in said deed of trust, and the whole thereof to the Purchaser, and both the Seller and Purchaser have requested the Association to release the Seller from all of the liability under or on account of said promissory note, the indebtedness evidenced thereby, and said deed of trust under the terms and conditions hereafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, it is hereby understood and agreed as follows:

1. That the Association does hereby consent to the sale and conveyence of the land and property conveyed under the aforesaid deed of trust by the aforesaid Seller to the said Purchaser and the substitution of said Purchaser in the place and stead of said Seller in the above described promissory note and deed of trust under the herein described terms, conditions and provisions of this Agreement.

2. That prior to the execution of this Assumption Agreement, Grantor agreed in writing that the interest rate on the remaining principal balance which Grantor owes the Association is 8½ percent.

3. That the credit of Purchaser is satisfactory to Association.

4. That, after the April 1, 1976 payment has been made on said note, the Seller 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 $32,569.38 , said payments to be made at the principle office of Association in consecutive monthly installments of Two Hundred Fifty-one Dollars & 68/100ths Dollars ($251.68), on the 1st day of each month beginning May 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 31st day of August, 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 Gary Lee Chism and wife, Jeanna Beth Chism; Phil Gurley and wife, Debbie Gurley; and Unifirst Federal Savings and Loan Association, by its duly and legally authorized officers, this the 28th day of April, 19 76.

SELLERS:

Gary Lee Chism

Jeanna Beth Chism

PURCHASERS:

Phil Gurley

Debbie Gurley

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

BY _____
Vice President (Title)

BY _____
Vice President (Title)

54

STATE OF MISSISSIPPI
COUNTY OF ~~HINDS~~ DESOTO

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Gary Lee Chism and wife, Jeanna Beth Chism, 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 28th day of April, 19 76.

Deborah B. Ansboro
Notary Public

My Commission Expires:
1-8-80

STATE OF MISSISSIPPI
COUNTY OF ~~HINDS~~ DESOTO

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Phil Gurley and wife, Debbie Gurley, 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 28th day of April, 19 76.

Deborah B Ansboro
Notary Public

My Commission Expires:
1-8-80

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, _____ and _____, who acknowledged that they are _____ and _____ 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 _____ day of _____, 19____.

_____
Notary Public

My Commission Expires:

_____

STATE OF MISSISSIPPI DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 17 day of May 1976, and that the same has been recorded in Book 200 Page 51 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 17 day of May 1976.

Fees $ 5.50 pd. SEAL H. P. Ferguson CLERK

55

Paid, Satisfied and Cancelled
This 20th day of July 1982
DeSoto Title Co., Inc., Trustee
Margaret Reynolds
President
Attest:
W. D. Ferguson
Chancery Clerk
B.J. F.E. Davis, D.C.

DEED OF TRUST

This indenture made this 13th day of May, 19 76, between Luther V. Yale, Sr. and wife, Hazel Yale 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 $ 4,254.50, evidenced by one promissory note of even date due and repayable in 72 equal monthly installments of $ 59.10, ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~, the first installment due the 1st day of July, 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 246 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 & 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.

Luther V. Yale Sr.

Hazel Yale

Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

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

Given under my hand and official seal of office this the 13th day of May, 19 76.

Agnes Matherly
Notary Public

My commission expires:
My Commission Expires January 17, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
30 minutes A. M. 17 day of May, 1976, and that the same has
been recorded in Book 200 Page 55 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 17 day of May 1976.
Fee 2.50 W. D. Ferguson CLERK

56

Paid, Satisfied and Cancelled
This 11th day of June 1981
DeSoto Title Co., Inc. Trustee
Grace M. Reynolds
President
Attest:
O.B. Ferguson
Chancery Clerk By: T.E. Davis, D.C.

DEED OF TRUST

This indenture made this 10th day of May, 19 76, between James E. Pennington and wife, Sarah K. Pennington

called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party, WITNESSETH:

WHEREAS, the First Party are indebted to the Second Party in the sum of $ 3,920.00, evidenced by one promissory note of even date due and repayable in 60 equal monthly installments of $ 65.34, ~~and one installment due the 15th day of June, 19 76~~, the first installment due the 15th 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 271 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.

Marietta Dozier

James E Pennington

Sarah K Pennington

Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

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

Given under my hand and official seal of office this the 13th day of May, 19 76.

Agnes Kathey
Notary Public

My commission expires:
My Commission Expires January 17, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that this instrument was filed for record at 11 o'clock
AM minutes A. M. on the 17 day of May 1976, and that the same has
been recorded in Book 200 Page 56 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal of office this the 17 day of May 1976.
Fees 3.50 H. P. Ferguson CLERK

57

Paid, Satisfied and Cancelled
This 3rd day of Feb 1983
DeSoto Title Co., Inc. Trustee
Gaye M Ragsdale
Attest:
H.D. Ferguson
Chancery Clerk
By D.W. McClain D.C.

DEED OF TRUST

This indenture made this _____ day of May, 19 76, between Claud R. Griffith, Jr. and wife, Roberta M. Griffith called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party, WITNESSETH:

WHEREAS, the First Party are indebted to the Second Party in the sum of $ 5,523.00, evidenced by one promissory note of even date due and repayable in 84 equal monthly installments of $ 65.75, ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~, the first installment due the 1st day of September, 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 255 in Section B of Chickasaw Bluff Lakes Subdivision as shown on Plat appearing of record in Plat Book 6, pages 29-34 in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 7 & 8, Township 3, Range 9.

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

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

Witness our signatures this the date written above.

Cecil Akers

Claud R. Griffith Jr.
Roberta M. Griffith
Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Claud R. Griffith, Jr. & wife, Roberta M. Griffith, 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 27th day of May, 19 76.

Agnes Matherly
Notary Public

My commission expires:
My Commission Expires January 17, 1979

NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock A.M. 17 day of May, and that the same has been recorded in Book 200 Page 57 records of REAL ESTATE Trust Deed of said County.

17 May 1976.
H.D. Ferguson CHANCERY CLERK

2.50

58

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST **Class C**

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Charles E. Townsend and wife, Mary Sue Townsend of the beneficiary, does hereby certify that a certain trust deed bearing date the 8th day of April 19 71 made and executed by George W. Stanford and Jeroline P. Stanford of Southaven, Mississippi to Charles E. Townsend and Mary Sue Townsend 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 30 of the Record of Trust Deeds, on the 12th 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.

Charles E. Townsend
CHARLES E. TOWNSEND

Mary Sue Townsend
MARY SUE TOWNSEND

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority a Notary Public in and for County and State aforesaid, Charles E. Townsend and Mary Sue Townsend who acknowledged that they signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 13th day of April, A. D. 1976

NOTARY PUBLIC

MY COMMISSION EXPIRES MAR. 31, 1977

NOTARY PUBLIC

LAWRENCE-GREENWOOD 67644

STATE OF MISSISSIPPI DESOTO COUNTY
I certify that this instrument was filed for record at 1 o'clock
50 minutes P. M. on the 17 day of May 1976, and that the same has
been recorded in Book 58 records of REAL ESTATE Trust Deed
of said County.
Witness my signature this the 17 day of May 1976.
Fees 2.50

H. P. Ferguson CLERK

Deed of Trust

Joseph E. Harrell, et ux,
Grantors
To { DEED OF TRUST
W.E. Wilroy, Trustee
for James L. Herbert, etux
Beneficiaries

THIS INDENTURE, Made this 17th day of May, 19 76, between Joseph E. Harrell and wife, Doris C. Harrell, parties of the first part, and James L. Herbert and wife, Annette C. Herbert 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 Six thousand five hundred dollars ($6,500.00) evidenced by their one promissory note of even date herewith, bearing interest at the rate of 7% per annum after maturity, repayable 119 monthly installments of $75.48 and 1 final installment of $73.93, the first installment to become due and payable on or before the 1st day of July 1976, and one installment payable on or before the same date of each consecutive succeeding month thereafter until the whole of said indebtedness is paid. Installments include principal and interest.

~~And we further covenant that the party of the second part may furnish the party of the first part during the year 19____ not to exceed _____~~ and the part ies of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by W.E. Wilroy, Trustee, the part ies of the first part ha ve this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~All of the agricultural products of every kind that now be on hand, and all crops of every kind to be grown by _____ and family, or any hands working with or under _____, either as landlord or tenant or otherwise, during the year 19____, on the land that _____ may cultivate, or cause to be cultivated as landlord or tenant and all _____ farming implements of every kind and~~

BEGINNING at a point in west line Section 10, Township 3, Range 7 West, said point being 1679.88 feet south of northwest corner said section; thence South 89° 25' 03" East 497.21 feet to a drainage ditch; thence South 40° 36' 24" East along center said ditch 448.61 feet to a point; thence north 89° 25' 03" West 792.61 feet to a point in said west section line; thence north 00° 14' 26" east along said section line 337.62 feet to the point of beginning and containing 5.0 acres, more or less. All bearings are true north.

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

It is agreed that the building upon said property shall be insured and kept insured against loss by fire and windstorm in a standard insurance company with proper mortgage clause in favor of second party in an amount that will fully protect the security of this loan, and that this trust deed shall cover any premiums that may be paid by second party for the protection of this security. It is further agreed that any taxes paid on said property by party of the second part are fully covered by this trust deed.

THIS TRUST DEED AND THE INDEBTEDNESS SECURED HEREBY IS SUBORDINATED TO SECURITY BANK OF HERNANDO on the 1.75 acres described in its Trust Deed of date May 17, 1976, of record in Book 200, Page 60, of the Real Estate Trust Deed records of DeSoto County, Mississippi.

WITNESS our signatures this the 17th day of May, 1976.

James L. Herbert — Annette C. Herbert

ATTEST: Chancery Court Clerk

~~And the grantor, or any other person in possession of said property, hereby waives and forfeits all right of homestead exemption in said property as to any debt secured hereby, and hereby agrees that in case default shall be made in the payment of any debt hereby secured, or any part thereof, or any interest thereon, or in case of the breach of any condition herein, then the whole of said indebtedness shall become due and payable at the option of the holder thereof, and the grantor hereby authorizes and empowers the Trustee, his successor or assigns, to enter upon and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness as aforesaid, then this instrument to be void; but in default thereof the said Trustee, or his successor or assigns, after having first given notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the said property at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part ies of the second part their heirs, assigns or legal representatives, can at any time appoint a Trustee to act in his stead.~~

Witness our signatures the date written above.

Witness

Joseph E. Harrell

Doris C. Harrell

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named Joseph E. Harrell and wife, Doris C. Harrell, parties who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 17th day of May, 1976.

MY COMMISSION EXPIRES: 8-11-76 (SEAL)

By Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.

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

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 30 minutes P. M. 17 day of May, 1976, and that the same has been recorded in Book 200 Page 59 of the REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 18 day of May 1976.

Fee $ 2.50

60

Deed of Trust

Joseph E. Harrell, et ux,
Grantors
To
DEED OF TRUST
William F. Hagan, Trustee
for Security Bank of
Hernando,
Beneficiary

THIS INDENTURE, Made this 17th day of May 1976
between Joseph E. Harrell and wife, Doris C. Harrell, parties
of the first part,
and Security Bank of Hernando, party
of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part y of the second part in the sum of Three thousand five hundred dollars ($3,500.00) evidenced by their one promissory note of like amount and even date herewith, bearing interest at the rate of 10% per annum from date, being due and payable on or before ninety (90) days from date.

~~and whereas said party of the second part has furnished the same at the request of the first part during the year 19~~ and the part ies of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by William F. Hagan Trustee, the part ies of the first part ha ve this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~All of the agricultural products of every kind that may be grown on, handled and sold in the course of every kind to be grown by and family, or any hands working with or under either as landlord or tenant or otherwise, during the year 19 on the land that may be cultivated as landlord or tenant and all farming implements of every kind and any contract or lease~~

BEGINNING at a point in west line Section 10, Township 3 South, Range 7 West, said point being 1679.88 feet south of northwest corner said section; thence South 89° 25' 03" east 227.0 feet to a point; thence South 00° 14' 26" West to a point; thence north 89° 25' 03" West 227.0 feet to a point in said west section line; thence north 00° 14' 26" east along said section line 337.62 feet to the point of beginning and containing 1.75 acres, more or less. All bearings are true north.

Any taxes paid on said property by party of the second part are fully covered by this Trust Deed.

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

Witness our signature s the date written above.

Witness

Joseph E. Harrell

Doris C. Harrell

STATE OF MISSISSIPPI, DeSOTO COUNTY

Personally appeared before me the undersigned authority of said County, the within named Joseph E. Harrell and wife, Doris C. Harrell, who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 17th day of May 1976.

MY COMMISSION EXPIRES:
8-24-76

(SEAL)

Daye H. Daniel
By Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.

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

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that this Instrument was filed for record at 4 o'clock
35 minutes P M, on the 17 day of May 1976, and that the same has
been recorded in Book 200 of records of REAL ESTATE Trust Deed
of said County.
Witness my hand this 18 day of May 1976.

Rec. 2.50

H. P. Ferguson Clk

Paid, Satisfied and Cancelled
This 6 day of July 1979
The Hernando Bank
By [illegible]
Attest
D. D. Ferguson
Chancery Clerk By M. Means

61

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

DAVID D. COX, A SINGLE MAN

of the first part, hereinafter designated as the Grantor,

WILLIAM W. BALLARD Trustee, of the second part, hereinafter designated as Trustee, and

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

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

ELEVEN THOUSAND & 00/100----------DOLLARS

($ 11,000.00) 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: DUE ON OR BEFORE 60 DAYS FORM DATE BEING July



Mississippi

ASSIGNMENT OF
DEED OF TRUST

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

FEDERAL NATIONAL MORTGAGE ASSOCIATION, ATLANTA, GEORGIA,

that certain Deed of Trust executed by

Donald R. Chambliss, Jr. and wife, Margie S. Chambliss,

to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, dated April 25, 1975, securing a note in the sum of $ 27,850.00 recorded in Book 185, Page 401, 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 17th day of May, 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 17th day of May, 1976.

Margaret Augustine Moore
NOTARY PUBLIC

My Commission Expires Feb. 22, 1978

BMC-14

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock A. M. this the 18 day of May, 1976, and that the same has been recorded in Book 200 Page 65 of Real Estate Trust Deed of said County.

Witness my hand and official seal, this the 18 day of May, 1976.

no

2.50

Mississippi

ASSIGNMENT OF DEED OF TRUST

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

FEDERAL NATIONAL MORTGAGE ASSOCIATION, ATLANTA, GEORGIA,

that certain Deed of Trust executed by

Robert E. Appling,

to John Land McDavid, Trustee, for the benefit of Bailey Mortgage Company, dated April 26, 1976, securing a note in the sum of $ 26,950.00 recorded in Book 199, Page 283, of the office of the ChanceryClerk of DeSoto, County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF the undersigned has executed this Assignment through its duly authorized officer and has caused its corporate seal to be thereunto affixed on this, the 17th day of May, 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 17th day of May, 19 76.

Margaret Jacqueline Moore
NOTARY PUBLIC

My Commission Expires Feb. 22, 1978

BMC-14

STATE OF MISSISSIPPI COUNTY

I certify this instrument was filed for record at 10 o'clock A. M. 18 May 1976, and that the same has been recorded in Book 200 of REAL ESTATE Deed

Witness my hand and seal of office this 18 day of May 1976.

A. P. Ferguson CLERK

2.50

N. M. S. & L. LOAN NUMBER HL-97

DEED OF TRUST

This Deed of Trust, made this 13th day of MAY, 19 76, between TONY FRANK PORTERA, JR. (a/k/a Tony F. Portera, Jr.) and wife, FREIDA A. PORTERA,

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 FORTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 - - - - - Dollars ($ 47,500.00), to evidence and secure the payment of which Trustor has executed and delivered to Beneficiary a promissory note of even date herewith, payable to the order of Beneficiary at such place as the holder thereof may designated in writing, said principal sum being payable as set forth in said note with interest at the rate set forth therein, the balance of said principal sum with interest thereon maturing and being due and payable on the 1st day of June, 2006, to which note reference is hereby made.

NOW, THEREFORE, in consideration of the aforesaid indebtedness and the sum of Five Dollars in hand paid, receipt of which is hereby acknowledged, Trustor hereby conveys, sells and warrants unto Trustee the following described real property situated in ~~the~~ of DeSoto County, Mississippi, described as follows:

Lot 1, Section A, College Grove Subdivision, situated Section 11, Township 2 South, Range 6 West, DeSoto County, Mississippi, as per plat recorded Plat Book 13, page 50-53, Chancery Clerk's Office, DeSoto County, Mississippi.

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

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

together with all rights, ways, privileges, servitudes, interest, easements, improvements, tenements, hereditaments, appurtenances, and advantages thereunto belonging or pertaining, and all fixtures, equipment and appliances now or subsequently attached to the improvements and forming a part thereof, and all the rents, issues and profits thereif (all said property being herein referred to as "the premises").

CANCELLED BY AUTHORITY RECORDED IN BOOK 237 PAGE 324
THIS 31 DAY OF Jan 1979
H. D. Ferguson
CHANCERY CLERK

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

As further security for payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, Trustor hereby transfers, sets over and assigns:

(a) To Trustee, all rents, profits, revenues, royalties, bonuses, rights and benefits under any and all oil, gas or mineral leases of the premises or any part thereof, now existing or hereafter made, with the right in Beneficiary to receive and receipt therefor and apply the same to said indebtedness either before or after any default hereunder, and Beneficiary may demand, sue for and recover any such payments but shall not be required so to do.

(b) To Trustee, all other rents, issues and profits of the premises from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Trustor, however, so long as Trustor is not in default hereunder, the right to receive and retain such rents, issues and profits.

It is understood and agreed that any tenant, lessee or other person, his successors and assigns, from whom is due such payment(s) above mentioned in subparagraph (b), is hereby authorized to pay same to Beneficiary upon receipt of its written notice of such default and to continue such payment(s) until notified in writing by Beneficiary to discontinue same.

(c) To Beneficiary, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Beneficiary is hereby authorized, but shall not be required, on behalf and in the name of Trustor, to execute and deliver valid acquittances for, and to appeal from, any such judgments or awards. Beneficiary may apply all such sums or any part thereof so received, after the payment of all of its expenses, including costs and attorney's fees, on the indebtedness secured hereby in such manner as it elects, or, at its option, the entire amount or any part thereof so received may be released.

IN TRUST, however, to secure to Beneficiary (1) payment of the indebtedness above mentioned; (2) payment of all other moneys secured hereby and (3) the performance of all the covenants, conditions, stipulations and agreements herein contained.

Trustor covenants and agrees as follows:

1. To pay all sums secured hereby when due.

2. To pay, when due, all taxes, liens and assessments of every type or nature levied or assessed against the premises or upon Trustee's or Beneficiary's interest therein, and any claim, lien or encumbrance against the premises which may be or become prior to this deed of trust.

3. If required by Beneficiary, to also make monthly deposits with Beneficiary, in a non-interest bearing account, together with and in addition to interest and principal, of a sum equal to one-twelfth of the yearly taxes and assessments which may be levied against the premises, and (if so required) one-twelfth of the yearly premiums for insurance thereon. The amount of such taxes, assessments and premiums, when unknown, shall be estimated by Beneficiary. Such deposits shall be used by Beneficiary to pay such taxes, assessments and premiums when due. Any insufficiency of such account to pay such charges when due shall be paid by Trustor to Beneficiary on demand. If, by reason of any default by Trustor under any provision of this deed of trust, Beneficiary declares all sums secured hereby to be due and payable, Beneficiary may then apply any funds in said account against the entire indebtedness secured hereby. The enforceability of the covenants relating to taxes, assessments and insurance premiums herein otherwise provided shall not be affected except in so far as those obligations have been met by compliance with this paragraph. Beneficiary may from time to time at its option waive, and after any such waiver reinstate, any or all provisions hereof requiring such deposits, by notice to Trustor in writing. While any such waiver is in effect Trustor shall pay taxes, assessments and insurance premiums as herein elsewhere provided.

4. To pay all taxes which may be assessed upon this deed of trust, or said note, or the indebtedness secured hereby, without regard to any law, heretofore or hereafter enacted, imposing payment of all or any part thereof upon Trustee or Beneficiary. In event of enactment of any law imposing payment of all or any portion of any such taxes upon Trustee or Beneficiary, or the rendering by any court of competent jurisdiction of a decision that the undertaking by Trustor, as herein provided, to pay such tax or taxes is legally inoperative, then, unless Trustor nevertheless pays such taxes, all sums hereby secured, without any deduction, shall at the option of Beneficiary become immediately due and payable, notwithstanding anything contained herein or any law heretofore or hereafter enacted.

5. To keep the premises insured against loss or damage by fire, windstorm and such other hazards as may be required by Beneficiary, in form and amounts satisfactory to, and in insurance companies approved by Beneficiary, the policies for which insurance shall be payable to Beneficiary. Such policies shall be delivered to and held by Beneficiary. Upon foreclosure of this deed of trust or other acquisition of the premises or any part thereof by Beneficiary, said policies shall become the absolute property of Beneficiary.

6. Trustor (i) will not remove or demolish nor alter the design or structural character of any building now or hereafter erected upon the premises unless Beneficiary shall first consent thereto in writing; (ii) will maintain the premises in good condition and repair; (iii) will not commit or suffer waste thereof; (iv) will not cut or remove nor suffer the cutting or removal of any trees or timber on the premises (except for domestic purposes) without Beneficiary's written consent; (v) will comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the premises, and will not suffer or permit any violation thereof.

7. Upon request of Trustor, Beneficiary may, at its sole option, from time to time before full payment of all indebtedness secured hereby, make further advances to Trustor; provided, however, that the total principal secured hereby and remaining unpaid, including any such advances, shall not at any time exceed the original principal sum secured hereby. Trustor shall execute and deliver to Beneficiary a note evidencing each and every such further advance which Beneficiary may make, such note to be payable on or before maturity of the indebtedness secured hereby and to contain such terms as Beneficiary shall require. Trustor shall pay all such further advances with interest, and the same, and each note evidencing the same, shall be secured hereby. All provisions of this deed of trust shall apply to each further advance as well as to all other indebtedness secured hereby. Nothing herein contained, however, shall limit the amount secured by this deed if such amount is increased by advances made by Beneficiary, as herein elsewhere provided for to protect the security. The word "Trustor" as used in this paragraph, includes any successor in ownership of the premises.

8. If Trustor fails to pay any claim, lien or encumbrance which is prior to this deed of trust, or, when due, any tax or assessment or insurance premium, or to keep the premises in repair, or shall commit or permit waste, then Beneficiary at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may procure such abstracts or other evidence of title as it deems necessary, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and for any of said purposes Beneficiary may advance such sums of money as it deems necessary.

9. Trustor will pay to Beneficiary, immediately and without demand, all sums of money advanced by Beneficiary pursuant to this deed of trust, together with interest on such advancement as the rate stated in the note, and all such sums and interest thereon shall be secured hereby.

10. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

DEED OF TRUST

11. If default be made in payment of any installment of principal or interest of said note or any part thereof when due, or in payment, when due, of any other sum secured hereby, or in performance of any of Trustor's obligations, covenants or agreements hereunder,

(a) All of the indebtedness secured hereby shall become and be immediately due and payable at the option of Beneficiary, without notice or demand which are hereby expressly waived, and

(b) Trustee, at the request of Beneficiary, shall be entitled to immediate possession of said premises, and of the rents, issues and profits thereof, and may proceed to sell the premises hereinbefore described and conveyed at public auction for cash, to the highest and best bidder during legal hours, at any front door of the County court house of the county in which said premises are situated after having advertised and given notice of said sale, giving the time, place and terms thereof, together with a description of the premises according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice has begun. If the premises conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then Trustee shall have full power, in case he is directed to foreclose under this instrument, to select in which county, or judicial district, the sale of all the premises shall be made, and his selection shall be binding upon Trustor and Beneficiary and all persons claiming through or under them, whether by contract or by law. Trustee shall have full power to fix the day, time and place of sale, and may sell said premises in parcels or as a whole, as he may deem best, and without taking possession of the same. He is authorized to appoint an agent or auctioneer to make such sale in his absence, which sale shall be as valid as if made by Trustee. Out of the proceeds arising therefrom, Trustee, shall first pay all the costs and expenses of executing this trust, including a reasonable compensation to himself; next, Trustee shall pay to Beneficiary the balance of this indebtedness then remaining unpaid, including attorneys' fees; any surplus thereafter shall be turned over to Trustor. At any sale had by any Trustee hereunder, Trustee may, from time to time, adjourn said sale to a later date without readvertising, by giving notice of the time and place of such continued sale at the time when and where Trustee shall make such adjournment. In such sale to enforce the trust, the holder of any note or indebtedness herein secured, or any person in interest, may become the purchaser, and upon payment of the purchase price Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

(c) Irrespective of whether Beneficiary accelerates the maturity of all indebtedness secured hereby, Beneficiary, or Trustee, upon Beneficiary's written demand upon Trustee, without notice may enter upon and take possession of the premises or any part thereof, and perform any acts (including the right to rent any part or all of the premises), which Beneficiary deems necessary or proper to conserve the security, and may collect and receive all rents, issues and profits thereof, including those past due as well as those accruing thereafter. Beneficiary shall be entitled also to have a receiver appointed to enter and take possession of the premises, collect the rents and profits therefrom, and apply the same as the court may direct. Beneficiary, Trustee or the receiver may also take possession of, and for these purposes use, any and all personal property contained in the premises and used by Trustor in the rental or leasing thereof or any part thereof. The expense (including but not limited to Trustee's and receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. After payment of all costs and expenses incurred, Trustee shall pay to Beneficiary all rents collected by Trustee, and Beneficiary shall apply the same, and (after payment therefrom of all expenses) any rents collected directly by Beneficiary, on the indebtedness secured hereby in such order as Beneficiary determines. The right to enter and take possession of said property, to manage and operate the same, and to collect the rents, issues and profits thereof, whether by a receiver or otherwise shall be in addition to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Trustee and Beneficiary shall be liable to account only for such rents, issues and profits actually received, respectively, by either of them.

12. If Trustee or Beneficiary shall be made a party to or shall intervene in any action or proceeding affecting the premises or the title thereto or the interest of Trustee or Beneficiary under this deed of trust, or if Beneficiary employs an attorney to collect any or all of the indebtedness secured hereby or to foreclose this deed of trust by judicial proceedings, or authorizes Trustee to conduct Trustee's sale proceedings hereunder, Trustee and Beneficiary shall be reimbursed by Trustor, immediately and without demand, for all reasonable costs, charges and attorney's fees incurred by them or either of them in any such case, and the same shall be secured hereby as a further charge and lien upon the premises.

13. If the indebtedness secured hereby is now or hereafter further secured by chattel mortgages or deeds of trust, pledges, contracts of guaranty, assignments of leases, or other securities, Beneficiary may at its option exhaust any one or more of said securities and the security hereunder, either concurrently or independently, and in such order as it may determine.

14. No delay by Beneficiary or Trustee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

15. Trustee covenants faithfully to perform the trust herein created.

16. Beneficiary shall have power successively to remove Trustee, or any successor Trustee, and to appoint another Trustee in the place and stead of said Trustee or any successor in trust, and the title herein conveyed to said Trustee shall be vested in said successor, which appointment shall be in writing and shall be duly recorded in the office of the Chancery Clerk in the county in which the above described land is situated, when the deed of said successor Trustee is filed for record in said office. No one exercise of this power of appointment, power of sale or any other power or right given in this trust deed shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this trust deed until said indebtedness is fully paid and discharged.

17. Without affecting the liability of Trustor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Beneficiary with respect to any security not expressly released in writing, Beneficiary may, at any time and from time to time, either before or after the maturity of said note, and without notice or consent:

a. Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation.

b. Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof.

c. Exercise or refrain from exercising or waive any right Beneficiary may have.

d. Accept additional security of any kind.

e. Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property herein described.

18. Any agreement hereafter made by Trustor and Beneficiary pursuant to this deed of trust shall be superior to the rights of the holder of any intervening lien or encumbrance.

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19. When all indebtedness secured hereby has been paid, this deed of trust and all assignments herein contained shall be void, and Beneficiary will execute and deliver to Trustor an instrument sufficient in form and substance to enable Trustor to cause this instrument to be satisfied or discharged of record, and it is agreed that all recording and other expenses incurred in effecting such satisfaction or discharge shall be borne by Trustor.

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

In Witness Whereof, Trustor has executed this deed of trust the day and year first above written.

Tony Frank Portera Jr
TONY FRANK PORTERA, JR.

Freida A. Portera
FREIDA A. PORTERA

STATE OF MISSISSIPPI
COUNTY OF DESOTO } ss.:

This day personally appeared before me, the undersigned officer in and for the Jurisdiction aforesaid, the within-named TONY FRANK PORTERA, JR. and wife, FREIDA A. PORTERA,

who acknowledged to me that they signed and delivered the foregoing instrument of writing on the day and in the year therein mentioned as their own act and deed and for the uses and purposes therein set forth.

Given under my hand and official seal this 14th day of MAY, 19 76

Debbie C Pennington
NOTARY PUBLIC

My commission expires: 7-24-79

Deed of Trust

FROM

TO

TRUSTEE FOR

NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION

STATE OF MISSISSIPPI
COUNTY OF DeSoto } ss.:

I, H. H. Ferguson, Clerk of the Court of Chancery of said County, do Hereby certify that the foregoing conveyance was filed for registration in this office on the 18 day of May, 1976, at 10 o'clock A M., and was recorded in Book 200 Page 67, of the land Mortgage Records of said County, on the day of , 19

Clerk of the Court of Chancery

By

Fee 5.00

R. 9, 2, + 8
D. B.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 18 day of May 1976, and that the same has been recorded in Book 200 Page 67 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 18 day of May 1976.

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

CANCELLED BY AUTHORITY RECORDED IN BOOK 244 PAGE 554
THIS 21 DAY OF June 19 79
H. D. Ferguson
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 243 PAGE 7
THIS 21 DAY OF May 19 79
H. D. Ferguson
CHANCERY CLERK

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between
Hugh Curtis Teague and wife, Jeanette R. Teague

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

ated as the Beneficiary.

WITNESSETH, That whereas the Grantor(s) is justly indebted to the beneficiary in the full sum of Six Thousand Three Hundred Fifty-Two and 92/100---------- DOLLARS ($ 6,352.92) evidenced by 1 promissory note(s)) of even date herewith in favor of the beneficiary, bearing interest at the rate of 10% 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 Thirty Six (36) consecutive monthly installments of One Hundred Seventy Six and 47/100---------- DOLLARS ($ 176.47), each, and a final installment of $ 176.47 , 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 State of Mississippi, and more particularly described as follows: to-wit:

5659 Moss Point, Southaven, Mississippi
Lot 10, Section A, Southaven Subdivision in Section 14, Township 1 South, Range 8 West, as shown on the Plat of said subdivision which is recorded in Plat Book 2, Pages 4, 5 in the office of the Chancery Clerk of DeSoto County, Mississippi.
This being same property conveyed to Hugh Curtis Teague and wife, Jeanette R. Teague, herein as recorded by Warranty Deed of record in Book 58, Page 450 in the office of the Clerk of the Chancery Court of DeSoto County, Mississippi.

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

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

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

Hugh Curtis Teague

Hugh Curtis Teague

Jeanette R. Teague

Jeanette R. Teague

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 Hugh Curtis Teague and wife, Jeanette R. Teague who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 14th day of May 19 76

My Commission Expires: My Commission Expires March 13, 1979

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
no minutes A. M. 18 day of May 1976, and that
been recorded in Book 200 Page 71
of

18 May

500

74

CANCELLED BY AUTHORITY RECORDED IN BOOK 257 PAGE 86 THIS 25 DAY OF March 1980
CHANCERY CLERK

Mississippi Bankers Association
UCC Form No. 4
September, 1967

Printed & For Sale By
HEDERMAN BROTHERS
P. O. Box 491
Jackson, Mississippi

FORM No. 4

DEED OF TRUST AND SECURITY AGREEMENT

Land — Farm Products — Farm Equipment

THIS agreement, this day made and entered into between Paul Burlison and Rosemarie H. Burlison

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

of the first part, hereinafter designated as the Debtor, whose address is Rt. 1 Box 93
(Street)

Walls (City) DeSoto (County) Mississippi (State) 38680,

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

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

Bank of Walls-Br. of Tunica Co. Bank of Walls, Mississippi, of the third part, hereinafter designated as the Bank Witnesseth:

THAT WHEREAS, Debtor is justly indebted to Bank in the full sum of Thirty-six and 00/100-- Dollars ($ 36,000.00) evidenced by a promissory note dated of even date herewith in favor of Bank, bearing interest at the rate of 10% per centum per annum after date, providing for the payment of reasonable attorney's fees in case of default and being due and payable as follows, to-wit:

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

NOW, THEREFORE, in consideration of the premises, and the further consideration of One Dollar ($1.00) cash in hand paid by Trustee, the receipt of which is hereby acknowledged, Debtor does hereby convey and warrant unto Trustee the following described land located in the County of DeSoto, State of Mississippi, to-wit:

Beginning at the northwest corner of the southwest quarter of Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, said point being 244.50 feet south of the intersection of the west line of said Section 6, and the centerline of Caroline Drive, of the Hoyette Austin Subdivision, Section "A" DeSoto County, Mississippi; run thence south a distance of 334.69 feet to the true point of beginning; thence run south a distance of 443.46 feet to a point; thence run south 89° 59'32" east a distance of 728.45 feet to a point; thence run north 83° 00' 32" east a distance of 82.16 feet to a point; thence run south 89° 59' 32" east a distance of 125.00 feet to a point; thence run north a distance of 433.46 feet to a point; thence run north 89°59'34" west a distance of 935.00 feet to the true point of beginning and containing 9.48 acres.
Less and Except a utility lot and an egress and ingress across right of way deeded to the GSO Development Corp.
LESS AND EXCEPT a 40 foot Mississippi Highway 301 right of way parallel, east and adjacent to the west line of the above described property.

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 17 day of May 19 76

Bank of Walls-Br. of Tunica Co. Bk.
Bank

By J. H. Austin
A&P Branch Manager

Paul Burlison
Debtor

By Rosemarie H. Burlison

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 Paul Burlison - Rosemarie H. Burlison

who severally acknowledged that they (he/she/they) signed and delivered the above and foregoing deed of trust and security agreement on the day and year therein mentioned.

Given under my hand and official seal, this the 17th day of May 1976

Myra W. A. Russell
NOTARY PUBLIC

My Commission Expires: My Commission Expires Nov. 14, 1978

STATE OF MISSISSIPPI
COUNTY OF

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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
A.M. minutes A. M. 18 day of May 1976, and that the same has
been recorded in Book 200 Page 74 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 18 day of May 1976.

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

77

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

WILLIAM W. WATTS, JR. and wife, DORIS C. WATTS, Party

of the first part, hereinafter designated as the Grantor,

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

THE HERNANDO BANK,

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

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of FOURTEEN THOUSAND ONE HUNDRED NINETY and 12/100 ----------DOLLARS ($14,190.12) evidenced by a promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of Ten per centum per annum after maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

The sum of $14,190.12, which includes principal and interest, due and payable in 84 equal monthly installments of $168.93 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 17, Ridgeview 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.

Copyright Mississippi Bankers Association

Paid, Satisfied and Cancelled
This 6 day of Dec 1976
The Hernando Bank
By B P Owen Jr

Attest
H. G. Ferguson
Chancery Clerk By M. Meade

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 14th day of May, 19 76.

William W. Watts

William W. Watts, Jr.

Doris C. Watts

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 W. Watts, Jr. and Doris C. Watts, who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 14th day of May, 19 76.

My Commission Expires: 1-8-80

Deborah B. Ansbro
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
no minutes A. M. 18 day of May 1976, and that the same has
been recorded in Book 200 Page 77 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 18 day May 1976.

5.00 pd.

80

Partial Release of this Instrument Recorded in Real Estate T/D Book No. 246 Page 607 507
This 11 day of July 19 79
H. D. Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK 365 PAGE 277
22 DAY OF May 1986
T.B. Ferguson Chancery Clerk
CHANCERY CLERK

STATE OF MISSISSIPPI
COUNTY OF ~~MARSHALL~~ DESOTO

PURCHASE MONEY
DEED OF TRUST

FOR AND IN CONSIDERATION OF THE SUM of $10.00, cash in hand paid by John L. Kennedy, Trustee, and other considerations hereinafter set out, the receipt of all of which is hereby acknowledged, the undersigned Mortgagors hereby convey and warrant unto Trustee, the following described property:

COMMENCE at the Northeast corner of the Southwest one-quarter of the Northeast one-quarter of Section 21, Township 2 South, Range 5 West, DeSoto County, Mississippi.

Thence run South 23' 55' East 84.8 feet to a point;
Thence run South 44' 41" East 817.8 feet to a point;
Thence run South 89° 11' 52" West 445.01 feet to the Point of Beginning;
Thence run South 72° 54' 50" West 327.07 feet to point on east line of public road;
Thence run North 39° 23' 12" West, along said road 425:11 feet to a point;
Thence run North 17° 24' 31" East, 27.38 feet to point on South line of Bell Road;
Thence following the South line of Bell Road, Run North 74° 12' 17" East 101.06 feet
Thence North 56° 59' 14' East 143.44 feet to a point;
Thence North 56°8' 56" East 193.38 feet to a point;
Thence North 62° 54' 38" East 281.32 feet to a point;
Thence North 1° 4' 8" West 599.26 feet to the Point of Beginning.

The above land contains 6.17 acres, more or less.

IN TRUST to secure our promissory note of even date in the sum of $ 11,400.00 with interest after date at the rate of 8% per annum, and payable to Leo V. Fortune in monthly installments of $ 95.36, the first being due on the 1st day of April 1976 and a like installment on the 1st day of every month thereafter until all debt, both principal and interest shall be paid in full; also to secure attorney fees, or collections charges as provided in the note, and for any further amounts that may be furnished us.

We, reserve the right to anticipate any part of the debt.

We, agree to promptly pay all taxes, and assessments levied against said property and should we fail to pay same, any holder of this debt may pay same and charge it to our account as an advance under this Deed of Trust.

If we punctually pay each installemnt of this debt when due and comply with the other covenants, then this conveyance shall be void, but should we fail to carry out any covenant contained herein, then any legal Holder of this debt may accelerate it and declare the entire debt secured hereby due; and said Trustee may take immediate possession of said property and sell the same at public outcry to the highest bidder for cash, in front of the south door of the Court House of Marshall County, Mississippi, after first advertising the time, terms and place of sale as provided by law. The Trustee may fix the date of sale, and the proceeds shall be first applied to the cost of making and executing this trust and the payment of the secured debt; the balance, if any, as the law directs.

Any legal Holder of this debt may substitute a trustee.

Witness our signatures this the day of May 1976.

David E. Bardwell

Ydell Bardwell

STATE OF MISSISSIPPI
COUNTY OF MARSHALL
Personally appeared before me, the undersigned authority in and for said County and State, the within named David E. Bardwell and Ydell Bardwell whose signatures appear to the foregoing Deed of Trust, and who each severally acknowledge that they signed and delivered said Deed of Trust on the day and year of its date, for the purposes stated therein as and for their free and voluntary acts and deeds.
Witness my hand and seal of office this the day of May 1976.

(S E A L)

My Commission Expires:

Notary Public
My Commission Expires Nov. 17, 1979

CANCELLED BY AUTHORITY, RECORDED IN BOOK 493 PAGE 573 This 13 DAY OF May 1987 W. E. Davis Chancery Clerk DeSoto

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that this instrument was filed for record at 10 o'clock A. M. on the 18 day of May, 1976, and that the same has been recorded in Book 200 of REAL ESTATE Trust Deed on page 80.
Witness my hand and official seal this the 18 day of May 1976.
T. H. Ferguson Clerk

2.60

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CANCELLED BY AUTHORITY RECORDED IN BOOK
205 PAGE 622
THIS 9 DAY OF Nov. 19 76
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned AMCON INTERNATIONAL, INC.

hereinafter designated "Grantor," conveys and warrants to C. B. Henley

as Trustee, the following described property, located in DeSoto County, Mississippi, to-wit:

Lot 721, Section D, Twin Lakes Subdivision in Section 6, Township 2, Range 8, as per plat thereof recorded in Plat Book 10, Pages 32 and 33 in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the BAILEY MORTGAGE COMPANY

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

($19,000.00) Nineteen Thousand and no/100---------- Dollars due on demand or on or before Six (6) months from date with interest due and payable monthly until all principal and interest is paid infull.

as provided for in promissory note of even date

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

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

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

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

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

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

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

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

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

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

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

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

Witness the signature of the Grantor, this 13th day of May, ~~1976~~.

AMCON INTERNATIONAL, INC.
BY: William M. Tate
Vice President,
William M. Tate

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 William M. Tate who acknowledged that he is the Vice President of Amcon International, 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 13th day of May 1976.

My Commission Expires:
1-8-80

Deborah B. Ansbro
NOTARY PUBLIC

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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
40 minutes A.M. 18 day of May 1976, and that the same has
been recorded in Book 200 Page 81 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 18 day of May 1976.

Fees: $3.50 pd.

SEAL H. H. Ferguson CLERK

83

CANCELLED BY AUTHORITY RECORDED IN BOOK 205 PAGE 634
THIS 9 DAY OF [illegible] 19 76
[illegible]
CHANCERY CLERK

DEED OF TRUST

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

Lot 731, Section "D", Twin Lakes Subdivision in Section 6, Township 2, Range 8 West, as per plat thereof recorded in Plat Book 10, Pages 32 and 33 in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

IN TRUST FOR THE FOLLOWING PURPOSES:

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

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

as provided for in promissory note of even date

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

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

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

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

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

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

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

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

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

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

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

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

Witness the signature of the Grantor, this 13th day of May, 1976.

AMCON INTERNATIONAL, INC.

BY: William M. Tate

William M. Tate,
Vice 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

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named William M. Tate who acknowledged that he is the Vice President of AMCON INTERNATIONAL, 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 13th day of May, xxxx 1976.

Deborah B. Ansbro
NOTARY PUBLIC

My Commission Expires:
1-8-80

RETURN TO:
W., F., R., & B., LTD.
P. O. BOX 281
SOUTHAVEN, MISSISSIPPI

STATE OF MISSISSIPPI
COUNTY OF
I, the under
County, hereb
was filed fo
on the 18 d
and the same i
Page ___ of
Witness my h
Clerk
By
D

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
10 minutes A. M., 18 day of May 1976, and that the same has
been recorded in Book 200 Page 83 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 18 day of May 1976.

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

CANCELLED BY AUTHORITY RECORDED IN BOOK
207 PAGE 837
THIS 25 DAY OF Jan 19 77
CHANCERY CLERK

DEED OF TRUST

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

Lot 720, Section D, Twin Lakes Subdivision in Section 6, Township 2, Range 8, as per plat thereof recorded in Plat Book 10, Pages 32 and 33 in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

IN TRUST FOR THE FOLLOWING PURPOSES:

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

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

as provided for inpromissory note of even date

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

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

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

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

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

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

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

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

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

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

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

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

Witness the signature of the Grantor, this 13th day of May, 1976.

AMCON INTERNATIONAL, INC.

BY: _____
William M. Tate,
Vice President

STATE OF MISSISSIPPI,)

COUNTY OF DESOTO)

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

_____

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 William M. Tate who acknowledged that he is the Vice President of Amcon International, 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 13th day of May, 1976.

1971 P. ANSLEY

My Commission Expires: 1-8-80

PUBLIC

Deborah B. Ansley
NOTARY PUBLIC

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

DEED

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that this instrument was filed for record at 10 o'clock
40 minutes A. M. 18 day of May 1976, and that the same has
been recorded in 200 Page 85 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 18 day of May 1976.

Fees $ 3.50 SEAL H. H. Ferguson CLERK

By _____ D.C.

Clerk

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CANCELLED BY AUTHORITY RECORDED IN BOOK 269 PAGE 750 THIS 27 DAY OF April 1976
CHANCERY CLERK

-360 4/27/76

This Indenture, made by and between BOBBY HAWKINS and wife, JULIA HAWKINS,

party of the first part; TROY BARRON, party of the second part, as Trustee; and THE FIRST NATIONAL BANK OF MEMPHIS

party of the third part, WITNESSETH:

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

Lot 48, Section "A", Southaven Subdivision in Section 14, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 2, Pages 4 and 5, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi.

This conveyance is made in trust, however, to secure the payment of $ 9,364.80, evidenced by the following promissory notes of even date herewith: one promissory note of even date herewith executed by the parties of the first part in the amount of $9,364.80, payable to the order of THE FIRST NATIONAL BANK OF MEMPHIS in 60 installments of $156.08 each, the first of said installments being due and payable May 2, 1976, and the remainder of said installments being due and payable on the 2nd day of each month thereafter until the note is fully paid.

It is a condition of this instrument that in the event of any default in any of the terms and conditions of any deed of trust, the lien of which may be or become prior and paramount to the lien of this instrument, then and in every such event, the owner of any part of the indebtedness secured by this instrument may, at his option, declare the indebtedness secured by this instrument due for all purposes, and foreclosure may be had hereunder as in the case of any other default hereunder. The owner of any part of the indebtedness secured hereby may, at his discretion, advance and pay any such sum or sums as shall be necessary in order that the terms and conditions of any Deed of Trust, the lien of which is prior and paramount to the lien of this instrument, may be complied with, and such amounts so paid shall be secured by the lien of this instrument and shall bear interest from date of such payment at the then highest lawful legal rate and shall be treated as part of the expenses of administering this trust, and the advancement of such sum or sums shall in no way limit or bar the aforesaid 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 25 day of March, 19 76

Bobby D Hawkins
Bobby Hawkins

Julia A Hawkins
Julia Hawkins

MY COMMISSION EXPIRES JAN 26 1977

STATE OF TENNESSEE
COUNTY OF SHELBY } ss.

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

BOBBY HAWKINS and wife, JULIA HAWKINS,

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

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

My Commission expires: 3/26/76

Notary Public.

This instrument prepared by:
Robert Schneider, Attorney
12 South Main Street
Memphis, Tennessee

Return to:
Mr. Troy Barron
Timepay Department
First National Bank of Memphis
165 Madison Avenue
Memphis, Tennessee

Com
MID-SOUTH TI
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MEMPHI

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FOR

STATE OF MISSI
County of D

I, H.

of the Chancery Co
for the County and
certify that the wi
was filed for record
day of Apr
at 10 o'clock A
duly recorded in Tr
Page

WITNESS my h

day of

TITLE INSURANCE
protection against

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
20 minutes A. M. 5 day of April 1976, and that the same has
been recorded in Book 200 Page 87 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 19 day of May 1976.

Fees $ 3.00 pd. SEAL H. B. Ferguson CLERK

Pd.

First National Bank
of Memphis, Tenn.

CANCELLED BY AUTHORITY RECORDED IN BOOK 248 PAGE 682
THIS 13 DAY OF Sept. 19 79
H. L. Ferguson
CHANCERY CLERK

DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF Desoto

ACCOUNT # 40225-0

BRANCH Senatobia

WHEREAS, Arthur L. Huffman and Janice M. Huffman
husband and wife
Grantor(s)

are justly indebted unto CITY FINANCE COMPANY OF MISSISSIPPI, INC., Beneficiary, in the sum of

Four thousand five hundred and twelve dollars and no/100---- DOLLARS ($ 4,512.00)
(Total Amount of Note/Total of Payments)

as evidenced by a promissory note dated May 11, 19 76,

with the Amount of Loan (Amount Financed) of ..... $ 3,048.65

Finance Charge (Precomputed Charges) of ..... $ 1,463.35

Annual Percentage Rate ..... 20.75 %

and due and payable in 48 installments of $ 94.00 each beginning June 11, 1976
and like payments on the same day of each successive month thereafter until paid in full, and being desirous to secure by this Deed of Trust, the prompt payment of said indebtedness of the respective maturity dates of the installments due together with any extension or renewal thereof with interest thereon, and any other indebtedness now or hereafter becoming due and owing to the beneficiary by the grantor(s) prior to the payment of the indebtedness herein described and secured, or any extension or renewal thereof, or any part thereof.

(The Agreed Rate of Charge is provided for in Section 75-17-1 (7) of the Mississippi Code of 1972, as amended: Notwithstanding the foregoing and any other provision of law to the contrary, the maximum finance charge which may be contracted for and received for any loan or extension of credit made by a license under the Small Loan Regulatory Act (Sections 75-67-101 through 75-67-135, Mississippi Code of 1972), and the Small Loan Privilege Tax Law (Sections 75-67-201 through 75-67-243, Mississippi Code of 1972), may result in a yield not to exceed the following annual percentage rates calculated according to the actuarial method:

(a) Thirty-six percent (36%) per annum for the portion of the unpaid balance of the amount financed that is not greater than Six Hundred Dollars ($600.00);

(b) Thirty-three percent (33%) per annum for the portion of the unpaid balance of the amount financed in excess of Six Hundred Dollars ($600.00) but not greater than Eighteen Hundred Dollars ($1800.00);

(c) Twenty-four percent (24%) per annum for the portion of the unpaid balance of the amount financed in excess of Eighteen Hundred Dollars ($1800.00) but not greater than Forty-five Hundred Dollars ($4500.00);

(d) Twelve percent (12%) per annum for the portion of the unpaid balance of the amount financed in excess of Forty-five Hundred Dollars ($4500.00).

Nothing in this paragraph (7) shall prohibit lending money or handling, negotiating or arranging loans for a finance charge that is less than that specified herein. This paragraph (7) does not limit or restrict the manner of contracting for the finance charge, whether by way of add-on, discount or otherwise, so long as the annual percectage rate of the finance charges does not exceed that permitted by this section.)

NOW, THEREFORE, We hereby sell, convey and warrant unto William L. Sharpe

of Corinth, Mississippi as Trustee, the following described real property situated in Desoto County, State of Mississippi, to wit:

Lot, 353, SectionA, Desoto Village Subdivision as per plat thereof recorded in Plat Book 7, Pages 9-14 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 34, Township 1, Range 8.

Being all or a portion of the real estate conveyed to Grantor(s) by _____ by a _____ Deed dated _____, 19____, and recorded in the Land Records of the Chancery Clerk's Office of _____ County, Mississippi, in _____

TO HAVE AND TO HOLD the aforedescribed real estate, together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the Beneficiary, its successors and assigns, in fee simple forever, and the Grantor(s) does hereby covenant with the Beneficiary, its successors and assigns, that they are lawfully seized in fee of the aforedescribed real estate, that they have a good right to sell and convey the same, that the same is unencumbered, except:

To Federal National Mortgage Association

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

IN TRUST, however, that if at any time the indebtedness herein secured, or interest thereon, or any renewals or extensions thereof, or of any part or installment thereof, with interest thereon, or any other indebtedness becoming due and owing by the grantor(s) to the beneficiary prior to the payment of the indebtedness herein secured, should be past due and unpaid, or should the grantors fail to pay any other indebtedness which constitutes a lien upon the aforesaid real estate, the beneficiary herein, their legal representatives, successors (heirs) or assigns, may declare, without notice and demand, all indebtedness owing at that time, less any required refunds, due and payable: and the Trustee herein named or any substituted Trustee shall, at the request of the beneficiary herein, their legal representatives, successors (heirs) or assigns, sell the property herein conveyed at public outcry to the highest bidder for cash, within legal hours, in front of the Court House in the county or counties of Mississippi in which the above-described real property is located, on a day to be fixed by such Trustee, after first giving three weeks' notice of the time, place and terms of said sale by advertisement in some newspaper published in said county or counties in Mississippi, and having a general circulation therein, and by posting notice thereof at the Court House in said county or counties; and shall, out of the proceeds of said sale pay: first, all costs and expenses of making said sale, including a reasonable Trustee's fee therefore; and next, the entire amount of the indebtedness at that time owing to the beneficiary herein by the grantor(s), with interest thereon up to the date of making said sale; the overplus, if any there be, to be paid to the grantor(s), his (their) (its) legal representatives, heirs (successors) or assigns.

Miss. D-T (7-75)

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The Grantor(s) desires to secure and make certain the payment of said notes, and of any and all renewals and extensions thereof. Now, therefore, the Grantor(s) agrees and binds himself that so long as any part of the indebtedness aforesaid shall remain unpaid, he will pay all taxes and assessments against said property promptly when due, and deposit all tax receipts with the Beneficiary; will insure the buildings on said property for not less than the current fair market value against fire, windstorm and such other casualties as the Beneficiary may require, in some insurance company or companies approved by the Beneficiary, and cause said policies to be made payable to the Beneficiary as his interest may appear, and deposit said policies with the Beneficiary as further security for said debt, no responsibility for the approval or maintenance of insurance being imposed upon the Trustee or Beneficiary; will protect the improvements on said property by proper repairs, and maintain them in good repair and condition; will not do anything or suffer or permit anything to be done whereby the lien of this Deed of Trust might or could be impaired; will pay such expenses and fees as may be necessary in the protection of the property and maintenance and execution of this trust, including but not being limited to expenses incurred by the Trustee or Beneficiary in any legal proceeding to which it is made or become a party. The net proceeds resulting from the taking of all or any part of the property by eminent domain or from any sale in lieu thereof, shall be applied upon the indebtedness in inverse order to its maturity; in the event of the destruction of the improvements by fire or other casualty, the net proceeds of the insurance shall be applied upon the indebtedness secured hereby in inverse order of its maturity; or at the option of the Beneficiary such proceeds may be used to restore the improvements to their former condition. In the event of any casualty loss, Grantor(s) directs any insurer to pay Beneficiary directly and appoints Beneficiary as attorney in fact to endorse any draft to the extent not prohibited by law.

If Grantor(s) fails to provide the insurance and pay all taxes, assessments or other governmental charges as herein provided and maintain repairs and protect and preserve the property, the Beneficiary or any future holder of the indebtedness hereby secured at his option and discretion may secure and pay such insurance, and pay such taxes, assessments, other governmental charges and repairs and all expenditures for such purposes shall become an indebtedness of the Grantor, due upon demand, and the payment of the same shall be secured by this instrument. Any rights provided herein to the Beneficiary accrue to any future holder.

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

WITNESS their signature(s), this the 11 day of May, 19 76.

Witnesses:

Signature: Arthur L Huffman
Type Name Here: Arthur L. Huffman
Signature: Janice M Huffman
Type Name Here: Janice M. Huffman

ACKNOWLEDGEMENT

Important
Signature must be the same as the name typed on the face of this Instrument and below the signature lines.

STATE OF MISSISSIPPI
COUNTY OF Date

Personally appeared before me, the undersigned authority in and for the above named county and state, the within named Arthur L. and Janice M. Huffman who acknowledged before me that they signed and delivered the above and foregoing instrument of writing on the day and date therein mentioned as their own act and deed.

Given under my hand and official seal, this 11th day of May, 19 76.

My commission expires: My Commission Expires Mar. 9, 1978

Brenda J. Parker
Notary Public

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF

Personally appeared before me, the undersigned authority in and for the above named county and state, the within named _____, one of the subscribing witnesses to the foregoing Deed of Trust, who being first duly sworn, deposes and says that he saw the within named _____ whose name(s) (is) (are) subscribed thereto, sign, seal and deliver the same to the said CITY FINANCE COMPANY OF MISSISSIPPI, INC., and that he, this deponent, subscribed his name as a witness thereto in the presence of the said _____ on the day and year herein named.

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

My commission expires: _____

Notary Public

RUST

Trustee

Clerk

Date

within named Trust

on the 13

19 76

d that the same

knowledgement,

page

office

al seal, this the

19

Clerk

D.C.

UMENT TO
SISSIPPI, INC.

38461

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within 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 200 Page 89 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and official seal this the 19 day of May 1976.

Fees: 3.50

SEAL H. H. Ferguson CLERK

pd. 3.50

CANCELLED BY AUTHORITY RECORDED IN BOOK 233 PAGE 264
THIS 3 DAY OF Nov 19 78
H. D. Ferguson
CHANCERY CLERK

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DEED OF TRUST

STATE OF MISSISSIPPI
COUNTY OF DeSoto

ACCOUNT # 32629-8
BRANCH Senatobia

WHEREAS, Travis O. Williams and Martha J. Williams,
husband and wife
Grantor(s)

are justly indebted unto CITY FINANCE COMPANY OF MISSISSIPPI, INC., Beneficiary, in the sum of
Three Thousand Seventy Two and no/100********** DOLLARS ($ 3072.00)
(Total Amount of Note/Total of Payments)
as evidenced by a promissory note dated May 11, 19 76
with the Amount of Loan (Amount Financed) of $ 2292.54
Finance Charge (Precomputed Charges) of $ 779.46
Annual Percentage Rate 29.84 %
and due and payable in 24 installments of $ 128.00 each beginning June 11, 1976
and like payments on the same day of each successive month thereafter until paid in full, and being desirous to secure by this Deed of Trust, the prompt payment of said indebtedness of the respective maturity dates of the installments due together with any extension or renewal thereof with interest thereon, and any other indebtedness now or hereafter becoming due and owing to the beneficiary by the grantor(s) prior to the payment of the indebtedness herein described and secured, or any extension or renewal thereof, or any part thereof.

(The Agreed Rate of Charge is provided for in Section 75-17-1 (7) of the Mississippi Code of 1972, as amended. Notwithstanding the foregoing and any other provision of law to the contrary, the maximum finance charge which may be contracted for and received for any loan or extension of credit made by a license under the Small Loan Regulatory Act (Sections 75-67-101 through 75-67-135, Mississippi Code of 1972), and the Small Loan Privilege Tax Law (Sections 75-67-201 through 75-67-243, Mississippi Code of 1972), may result in a yield not to exceed the following annual percentage rates calculated according to the actuarial method:

(a) Thirty-six percent (36%) per annum for the portion of the unpaid balance of the amount financed that is not greater than Six Hundred Dollars ($600.00);
(b) Thirty-three percent (33%) per annum for the portion of the unpaid balance of the amount financed in excess of Six Hundred Dollars ($600.00) but not greater than Eighteen Hundred Dollars ($1800.00);
(c) Twenty-four percent (24%) per annum for the portion of the unpaid balance of the amount financed in excess of Eighteen Hundred Dollars ($1800.00) but not greater than Forty-five Hundred Dollars ($4500.00);
(d) Twelve percent (12%) per annum for the portion of the unpaid balance of the amount financed in excess of Forty-five Hundred Dollars ($4500.00).

Nothing in this paragraph (7) shall prohibit lending money or handling, negotiating or arranging loans for a finance charge that is less than that specified herein. This paragraph (7) does not limit or restrict the manner of contracting for the finance charge, whether by way of add-on, discount or otherwise, so long as the annual percentage rate of the finance charges does not exceed that permitted by this section.)

NOW, THEREFORE, We hereby sell, convey and warrant unto William L. Sharpe
of Corinth, Mississippi as Trustee, the following described real property situated in DeSoto County, State of Mississippi, to wit:

Lot 462, Section B Revised, Southaven Subdivision as per plat thereof recorded in Plat Book 2, Pages 14-16 in the office of the Chancery Clerk of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 23, Township 1, Range 8.

Being all or a portion of the real estate conveyed to Grantor(s) by _____ by a _____ Deed dated _____, 19____, and recorded in the Land Records of the Chancery Clerk's Office of _____ County, Mississippi, in _____

TO HAVE AND TO HOLD the aforedescribed real estate, together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the Beneficiary, its successors and assigns, in fee simple forever, and the Grantor(s) does hereby covenant with the Beneficiary, its successors and assigns, that they are lawfully seized in fee of the aforedescribed real estate; that they have a good right to sell and convey the same; that the same is unencumbered, except:

Kings Highway Savings Bank

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

IN TRUST, however, that if at any time the indebtedness herein secured, or interest thereon, or any renewals or extensions thereof, or of any part or installment thereof, with interest thereon, or any other indebtedness becoming due and owing by the grantor(s) to the beneficiary prior to the payment of the indebtedness herein secured, should be past due and unpaid, or should the grantors fail to pay any other indebtedness which constitutes a lien upon the aforesaid real estate, the beneficiary herein, their legal representatives, successors (heirs) or assigns, may declare, without notice and demand, all indebtedness owing at that time, less any required refunds, due and payable; and the Trustee herein named or any substituted Trustee shall, at the request of the beneficiary herein, their legal representatives, successors (heirs) or assigns, sell the property herein conveyed at public outcry to the highest bidder for cash, within legal hours, in front of the Court House in the county or counties of Mississippi in which the above-described real property is located, on a day to be fixed by such Trustee, after first giving three weeks' notice of the time, place and terms of said sale by advertisement in some newspaper published in said county or counties in Mississippi, and having a general circulation therein, and by posting notice thereof at the Court House in said county or counties; and shall, out of the proceeds of said sale pay: first, all costs and expenses of making said sale, including a reasonable Trustee's fee therefore; and next, the entire amount of the indebtedness at that time owing to the beneficiary herein by the grantor(s), with interest thereon up to the date of making said sale; the overplus, if any there be, to be paid to the grantor(s), his (their) (its) legal representatives, heirs (successors) or assigns.

Miss. D-1 (7-75)

92

The Grantor(s) desires to secure and make certain the payment of said notes, and of any and all renewals and extensions thereof. Now, therefore, the Grantor(s) agrees and binds himself that so long as any part of the indebtedness aforesaid shall remain unpaid, he will pay all taxes and assessments against said property promptly when due, and deposit all tax receipts with the Beneficiary; will insure the buildings on said property for not less than the current fair market value against fire, windstorm and such other casualties as the Beneficiary may require, in some insurance company or companies approved by the Beneficiary, and cause said policies to be made payable to the Beneficiary as his interest may appear, and deposit said policies with the Beneficiary as further security for said debt; no responsibility for the approval or maintenance of insurance being imposed upon the Trustee or Beneficiary; will protect the improvements on said property by proper repairs, and maintain them in good repair and condition; will not do anything or suffer or permit anything to be done whereby the lien of this Deed of Trust might or could be impaired; will pay such expenses and fees as may be necessary in the protection of the property and maintenance and execution of this trust, including but not being limited to expenses incurred by the Trustee or Beneficiary in any legal proceeding to which it is made or become a party. The net proceeds resulting from the taking of all or any part of the property by eminent domain or from any sale in lieu thereof, shall be applied upon the indebtedness in inverse order to its maturity; in the event of the destruction of the improvements by fire or other casualty, the net proceeds of the insurance shall be applied upon the indebtedness secured hereby in inverse order of its maturity; or at the option of the Beneficiary such proceeds may be used to restore the improvements to their former condition. In the event of any casualty loss, Grantor(s) directs any insurer to pay Beneficiary directly and appoints Beneficiary as attorney in fact to endorse any draft to the extent not prohibited by law.

If Grantor(s) fails to provide the insurance and pay all taxes, assessments or other governmental charges as herein provided and maintain repairs and protect and preserve the property, the Beneficiary or any future holder of the indebtedness hereby secured at his option and discretion may secure and pay such insurance, and pay such taxes, assessments, other governmental charges and repairs and all expenditures for such purposes shall become an indebtedness of the Grantor, due upon demand, and the payment of the same shall be secured by this instrument. Any rights provided herein to the Beneficiary accrue to any future holder.

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

WITNESS our signature(s), this the 11th day of May, 19 76.

Witnesses:

Signature: Travis O. Williams
Type Name Here: Travis O. Williams
Signature: Martha J. Williams
Type Name Here: Martha J. Williams

ACKNOWLEDGEMENT

Important
Signature must be the same as the name typed on the face of this Instrument and below the signature lines.

STATE OF MISSISSIPPI
COUNTY OF Date

Personally appeared before me, the undersigned authority in and for the above named county and state, the within named Travis O. & Martha J. Williams who acknowledged before me that they signed and delivered the above and foregoing instrument of writing on the day and date therein mentioned as their own act and deed.

Given under my hand and official seal, this 11th day of May, 19 76.

My commission expires: My Commission Expires [illegible]

Notary Public

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF

Personally appeared before me, the undersigned authority in and for the above named county and state, the within named _____, one of the subscribing witnesses to the foregoing Deed of Trust, who being first duly sworn, deposes and says that he saw the within named _____ whose name(s) (is) (are) subscribed thereto, sign, seal and deliver the same to the said CITY FINANCE COMPANY OF MISSISSIPPI, INC., and that he, this deponent, subscribed his name as a witness thereto in the presence of the said _____ on the day and year herein named.

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

My commission expires: _____

Notary Public

DEED OF TRUST

Trustee

Clerk

...in named Trust ... in the 13 ... 19 76 ... that the same ... knowledgement, ... page ... office ... al seal, this the ... 19 ... Clerk ... D.C.

DOCUMENT TO: ...SSISSIPPI, INC. ...t. ... City, State and Zip Code

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 200 Page 91 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal of office this the 19 day of May 1976.
Fees $ 3.50 pd.
SEAL H. H. Ferguson CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

James Edward Roberts, Jr. et ux

To { DEED OF TRUST

Security Bank of Hernando

THIS INDENTURE, Made this 12th day of May 19 76

between James Edward Roberts, Jr. and wife, Betty A. Roberts

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 Four Thousand Four Hundred Forty-Far Dollars & 56/100 ($4,444.56) evidenced by a promissory note of even date, bearing 10% interest from maturity, due and repayable in 36 equal monthly installments of $123.46 each, first of said installments shall be due June 15, 1976 and one installment due each succeeding month thereafter until paid in full

~~and may further request that the party of the second part may furnish the party of the first part during the year 19 ____ with wood ____ and the part ____ of the first part having agreed to secure the prompt payment of the same when due.~~ Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by George S. McIngvale Trustee, the part ies of the first part ha ve this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~All of the agricultural products of every kind that may be raised on the lands and all the crops of every kind to be grown by ____ and family, or any hands working with or under ____ either as landlord or tenant or otherwise, during the year 19 ____ on the land that ____ may cultivate, or cause to be cultivated, as landlord or tenant and all ____ farming implements of every kind and~~

Lot 106, Section B, Twin Lakes Subdivision as per plat thereof recorded in Plat Book 7, Page 52 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 6, Township 2, Range 8.

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

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

Witness our signatures the date written above.

Witness: ____

James Edward Roberts, Jr.

Betty A. Roberts

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me, the undersigned authority of said County, the within named James Edward Roberts, Jr. and wife, Betty A. Roberts who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 12th day of May 19 76

My Commission Expires: (SEAL)

5-1-78

Notary Public

Clerk

By ____ D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.

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

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock A. M. 19 May 20 day of May 1976, and that the same has been recorded in Book 200 Page 93 records of REAL ESTATE Trust Deed of said County.

Witness my hand this 20 day of May 19 76

H. G. Ferguson D. C.

Fees 2.50

94

F-169518

MISSISSIPPI POWER OF ATTORNEY

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI,

You are hereby authorized and requested to enter satisfaction of, and cancel of record, a certain Deed of Trust executed by Johnnie H. Little, a single person

to W. D. Baker as Trustee for THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES and recorded on Page 323 of Book 121 of the Records of Deeds in your office, the indebtedness secured thereby having this day been paid in full.

This 7th day of April, 19 76.

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES.

By K. J. Binkley, Asst. Vice President

APPROVED

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

On this 7th day of April, 1976, before me a Notary Public in and for the County and State, personally came K. J. Binkley of THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, to me personally known, who, being by me duly sworn, did say that he is a Asst. Vice President of THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed, sealed and delivered in behalf of said Corporation by authority of its Board of Directors, and said Asst. Vice President acknowledged said instrument to be the voluntary act and deed of said Corporation.

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

VIVIAN LaTEMPA
Notary Public, State of New York No. 60-7602110
Qualified in Bronx County
Certificate Filed New York County Clerk
Commission Expires March 30, 1978

STATE OF MISSISSIPPI COUNTY

I certify that instrument was filed for record at 8 o'clock

been recorded in Book 45 A. 19 200 of said records. Witness my signature this 94 day of May 1976, and that the same has

Fees 2.50 19 May 1976.

d1
1pd

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 25 day of Jan. 19 74, made and executed by Inell White

of 301 S.W. College, 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 170 on page 525

of the Record of Trust Deeds, on the 29 day of Jan., A. D. 19 74, is now fully paid

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

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

said County also as provided by law. This the 18th day of May, 19 76.

THE HERNANDO BANK

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

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Elois M. Barbee, Notary Public

in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and

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

Given under my hand and seal of office this 18th day of May A. D. 19 76

My Commission Expires Jan. 7, 1978 Elois M Barbee

LAWYERS-GATEWOOD 67644

STATE OF MISSISSIPPI, DESOTO COUNTY

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

AM minutes A. M. 19 day of May 1976, and that the same has

been recorded in Book 200 Page 95 records of REAL ESTATE Trust Deed

of said County.

Witness my hand and seal this the 19 day of May 1976.

Fees 2.50 pd H. H. Ferguson CLERK

96

ch
1165

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 14 day of Sept. 19 72, made and executed by New Hope Baptist Church

by:Rev. O.Y.Young,Clarence Wilson,J.T.Bowen,H.H.Brown of Rt.1,Box 26,Walls, Miss. to The Hernando Bank

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

County, in the State of Mississippi in Real Estate Trust Deed Record No. 148 on page 38

of the Record of Trust Deeds, on the 18 day of Sept., A. D. 19 72, is now fully paid

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

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

said County also as provided by law. This the 18th day of May, 19 96.

THE HERNANDO BANK

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

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Elois M. Barbee, Notary Public

in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and

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

Given under my hand and seal of office this 18th day of May A. D. 19 96

My Commission Expires Jan. 7, 1978

Elois M. Barbee

LAWRENCE-GARDNER 67844

STATE OF MISSISSIPPI COUNTY

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

A. of May 1976, and that the same has

been recorded in record of REAL ESTATE Trust Deed

19 200 96

19 May 1976.

H. H. Ferguson

2.50

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank

of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed bearing date the 30 day of July 19 74, made and executed by Joe P. Bowen, Sr., and Robbie Mae Bowen of Rt. 3, Hernando, Miss 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 178 on page 177 of the Record of Trust Deeds, on the 1 day of Aug. A. D. 19 74, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said Desoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law. This the 18th day of May, 19 76.

THE HERNANDO BANK

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

STATE OF MISSISSIPPI, DeSoto County. } ss.

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

Given under my hand and seal of office this 18 day of May A. D. 19 76

Eloia M. Barbee

My Commission Expires Jan. 7, 1978

LAWRENCE-GREENWOOD 8/844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 19 day of May 1976, and that the same has been recorded in Book 200 Page 97 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 19 day of May 1976.

Fees 2.50

H. H. Ferguson D.C.

98

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI:

You are hereby authorized and requested to enter satisfaction of and cancellation of record of that certain deed of trust executed by JIMMY DEAN BROWN AND WIFE, ANN A. BROWN to COLONIAL SAVINGS & LOAN, and recorded in Book 117 at Page 19, and which deed of trust was assigned by Colonial Savings & Loan to Lincoln Federal Savings & Loan Association, as shown by assignment recorded in Book ____, at Page ____, all of the record of Deeds or Deeds of Trust on file in your office.

This 30th day of April, 1976.

LINCOLN FEDERAL SAVINGS AND LOAN ASSOCIATION

By James Kirkpatrick
James Kirkpatrick, Vice President

By Eleanor Carpenter
Eleanor Carpenter, Assistant Sec'ty.

STATE OF NEW JERSEY

COUNTY OF UNION

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

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

Joanne G. Filiciello
NOTARY PUBLIC

My Commission Expires:

March 12, 1979

JOANNE G. FILICIELLO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 12, 1979

30 A. 19 200 98 May 19

2.50

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, MS certain real property was conveyed by the hereinafter named grantor___, to Jack H. Patrick as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed—; and

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

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

GRANTOR	Date of Instrument	Recorded	Description of Property
James A. Williams and wife, Della L. Williams	1/29/75	Book 183 Page 57	Lot 24, Section B, Lakeview Village Subdivision, as shown on plat of record in Plat Book 10, Page 16, in the Chancery Court Clerks Office of DeSoto County, Mississippi, to which plat reference is made for a more particular description of said property being in Section 23, Township 1, Range 9, West, less minerals reserved in Book 35, Page 50.

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~~s~~ and convey~~s~~ unto said grantor~~s~~, ~~their~~ heirs and assigns all ~~its~~ right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, COMMERCIAL AND INDUSTRIAL BANK, covenants with the said grantor~~s~~ that ~~it is~~ the legal owner~~s~~ and holder~~s~~ of the notes described in and secured by said trust deed, and that ~~it~~ he~~s~~ ha~~s~~ the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said COMMERCIAL AND INDUSTRIAL BANK ha~~s~~ hereunto set ~~their~~ hand~~s~~ (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 14th day of May 19 76

COMMERCIAL AND INDUSTRIAL BANK

Tom Smith

Tom 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 Tom Smith with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Asst. Vice President of the COMMERCIAL AND INDUSTRIAL BK the within named bargainor, a corporation, and that he as such Asst. Vice President being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Asst. Vice President.

WITNESS my hand and seal at office in Shelby Co., this 14th day of May 19 76

L G. Curry
Notary Public

My commission expires MY COMMISSION EXPIRES SEPTEMBER 3, 1979 day of _____, 19____

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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 d'clock
A. M. 19 200 99 May
been recorded in Book ___ Page ___ of Records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal of office this ___ day of May 19 76.
2,50
H. H. Ferguson

100

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That FIRST NATIONAL BANK of Hernando, Mississippi, the beneficiary, does hereby certify that a certain trust deed bearing date the 25th day of April, 19 75, made and executed by EDWARD L. WHITTEN,SR. and wife, ANN YATES WHITTEN, to said bank, the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No 185 on page 231 of the Record of Trust Deeds, on the 29th day of April A. D. 19 75, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

FIRST NATIONAL BANK
Hernando, Mississippi

By: Jack W. Ussery
Jack W. Ussery, PRESIDENT

STATE OF MISSISSIPPI, DeSoto County. } ss.

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

Given Under my hand and seal of office this 2nd day of April A. D. 19 76.

NOTARY (SEAL) PUBLIC

Betty H. McIntosh
NOTARY PUBLIC

My Commission Expires: Jan. 24, 1979

LAWYERS-GREENWOOD 87344

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that this instrument was filed for record at 4 o'clock
10 A. 18 May 1976, and that the same has been recorded in
200 100 of REAL ESTATE Trust Deed
of said County. Witness my hand this 19 day of May 1976.

H. P. Ferguson CLERK

Fees 2.50

Paid, Satisfied and Cancelled
This 2 day of Dec 1982
Pb Investment Bank
By BP Cook Jr Chairman
Attest
H.H. Ferguson
Chancery Clerk By D.C.

101

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between CHURCH OF GOD IN CHRIST, HERNANDO, MISSISSIPPI, by Rev. E.D. Howard, Pastor, and T.J. Jones, Tommy L. Jackson, Buster Logan, Van Buren Upshaw, and Bedford Walker, Trustees, and Betty Mae Sykes, Secretary, parties

of the first part, hereinafter designated as the Grantor,

RICHARD J. LEE **Trustee, of the second part, hereinafter designated as Trustee, and**

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

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

Eight thousand & no/100 ---------- **DOLLARS**

($ 8,000.00) **evidenced by** their **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:**

Repayable in five (5) annual installments of $1,600.00 each, with the first installment being due and payable on or before January 15, 1977, and one installment is due and payable on or before the 15th day of January of each consecutive succeeding year thereafter until all installments are paid. All interest is payable annually.

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, TOWN OF HERNANDO,

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

The land lying and being situated in the Town of Hernando, DeSoto County, Mississippi, on Section 13, Township 3, Range 8 West, particularly described as follows, to-wit: That certain parcel lot 60 feet square described as beginning 105.5 feet south of the northeast corner of the hereinafter described parcel of land; thence west 60 feet to a stake; thence south 60 feet to a stake; thence east 60 feet to a stake; thence north 60 feet to the point of beginning. Said parcel of land being 60 feet square beginning 105.5 feet south of the northeast corner of the following described tract of land: All of that part of Lot No. 441 in the Town of Hernando, Mississippi, as is shown by the official map of said town on file in the office of the Chancery Clerk of said county and state, described as beginning at a point in the east line of said lot halfway between the northeast corner of said lot and the northeast corner of Lot 441, conveyed by the Last Will and Testament of George Walker to Emmett Walker, said will being of record in Book 2, Page 398, of the records of

Copyright Mississippi Bankers Association

wills for DeSoto County, Mississippi, running thence west parallel with the north line of Lot 441 to the western boundary of said Lot 441; thence north along the west boundary line of said lot to the northwest corner thereof; thence east to the northeast corner of said Lot 441; thence south along the east boundary line of said lot to the point of beginning. Being the same property conveyed by Diana Wise to the Church of God in Christ by Correction Deed dated August 5, 1941, recorded in Book 28, Page 369, of the deed records of DeSoto County, Mississippi.

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 14th day of May 19 76

Rev. E.D. Howard, Pastor

T.J. Jones, Trustee

Tommy L. Jackson, Trustee

Buster Logan, Trustee

Van Buren Upshaw, Trustee

Bedford Walker, Trustee

Betty Mae Sykes, 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 Rev. E.D. Howard, Pastor, T.J. Jones, Tommy L. Jackson, Buster Logan, Van Buren Upshaw, Bedford Walker, Trustees and Betty Mae Sykes, Secretary **who severally acknowledged that** they **signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.**

Given under my hand and official seal, this the 14th **day of** May **19** 76

My Commission Expires Jan. 7, 1978

My Commission Expires: .....

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 20 minutes A. M. 19 day of May 1976, and that the same has been recorded in Book 200 Page 101 records of REAL ESTATE Trust Deed

19 May 1976.

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CANCELLED BY AUTHORITY RECORDED IN BOOK
421 PAGE 684
THIS 23rd DAY OF Nov. A.D. 87
W. B. Ferguson
Ley S. Layle, D.C.

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

ROY H. TAYLOR, JR., and wife, DAWSIE C. TAYLOR,

of the first part, hereinafter designated as the Grantor,

WILLIAM W. BALLARD, Trustee, of the second part, hereinafter designated as Trustee, and

HAVIS W. CHAMBERS and wife, JUANITA V. CHAMBERS,

of the third part, hereinafter designated as the Beneficiary.

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

FIFTY-SIX THOUSAND AND NO/100---------- DOLLARS

($ 56,000.00) evidenced by 3 promissory notes of even date herewith in favor of the beneficiary, bearing interest as provided in said notes XXXX

a point being the intersection of the south right of way of Byhalia Road and the east right of way of Malone Road, said point being the northwest corner and the point of beginning of the described tract; thence N85° 10' E - 239.34 feet along the south right of way of Byhalia to an iron pin; thence S04° 50' E - 182.00 feet to an iron pin; thence S85° 10' W 239.34 feet to an iron pin in the east right of way of Malone Road; thence N04° 50' W - 182.00 feet along said east right of way of Malone Road to the point of beginning, containing 1.0 acres, more or less, as per the survey of Walter R. Powell, R.L.S., Mississippi No. LS 1685, dated March 17, 1076.
TRACT II: Commencing at a cotton picker spindle recognized as the northwest corner of Section 2, Township 3, Range 7 West, DeSoto County, Mississippi; thence N85° 10' E - 279.34 feet along the north line of said section to a point; thence S04° 50' E - 40.00 feet to an iron pin set in the south right of way of Byhalia Road, said iron pin being the northwest corner and the point of beginning of the described tract; thence N85° 10' E - 239.34 feet along the south right of way of Byhalia Road to an iron pin; thence S04° 50' E - 182.00 feet to an iron pin; thence S85° 10' W - 239.34 feet to an iron pin; thence N04° 50' W - 182.00 feet to the point of beginning, containing 1.0 acres, more or less, as per the survey of Walter R. Powell, R.L.S., Mississippi No. LS 1685, dated March 17, 1976.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any instalment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured heruby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section ~~XXXX~~ 89-1-55 of the Mississippi Code of 19~~72~~ and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 18th day of May, 19 76.

Roy H. Taylor Jr.
ROY H. TAYLOR, JR.

Dawsie C. Taylor
DAWSIE C. TAYLOR

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named ROY H. TAYLOR, JR., and wife, DAWSIE C. TAYLOR, who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 18th day of May, 19 76.

My Commission Expires: My Commission Expires May 6, 1978

Jane Montgomery Ider
Notary Public

STATE OF MISSISSI ... COUNTY
I certify that ... instrument was filed for record at 10 o'clock
05 ... A. 19 ... 1976, and that the same has
200 ... 104 ... REAL ESTATE ...
... 19 ... May ... 1976.

4-50

CANCELLED BY AUTHORITY RECORDED IN BOOK 209 PAGE 290
THIS 14 DAY OF March 1975
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 EDWARD L. DAVIS AND WIFE, GLORIA A. DAVIS 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 Thirty-eight thousand five hundred and no/100 ----------DOLLARS ($ 38,500.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10 per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Due in 180 days from date of note.

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

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

Lot 63, Pleasant Hill Estates East, Section "B", as recorded in Plat Book 12, pages 26-31, County Court Clerk's Office, DeSoto County, Mississippi, Section 7, Township 2 South, Range 6 West. Containing 3.2 acres more or less.

Copyright Mississippi Bankers Association

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 13th day of May 1976

Edward L. Davis

Gloria A. Davis

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 Edward Lee Davis and wife Gloria A Davis who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 13th day of May 1976

My Commission Expires: Jan 29, 1980

Dolores M Smith
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock A. M. 19 May 1976, and that the same has been recorded in Book 107 Page 200 of REAL ESTATE Trust Deed

Witness my hand this 19 day of May 1976.

W. G. Ferguson

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CANCELLED BY AUTHORITY RECORDED IN BOOK
255 PAGE 628
THIS 21 DAY OF Feb. 1980
A. G. Ferguson
CHANCERY CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

Billy S. Watkins and wife, Teresa K. Watkins

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 Eight thousand three hundred forty-one and 80/100---------- DOLLARS ($ 8,341.80) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of ten per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Due and payable in sixty (60) equal monthly installments of $139.03 beginning the 20th day of June, 1976 and being due and payable on 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

County of DeSoto

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

Lot 7 in Powell Subdivision as recorded in Plat Book 7, Pages 20 and 21, in the Land and Subdivision Records in the Office of the Chancery Court Clerk of DeSoto County, Mississippi. Said lot being situated in Section 22, Township 2, Range 6, DeSoto County, Mississippi.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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

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

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

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

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

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stradger 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 May 19 76

Billy S. Watkins

Billy S. Watkins

Teresa K. Watkins

Teresa K. Watkins

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

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

Billy S. Watkins and wife, Teresa K. Watkins who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 14th day of May 19 76

My Commission Expires: My Commission Expires Feb. 3, 1979

Betty L. Hollowell
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that this instrument was filed for record at 11 o'clock
A. M. May 10 19 76, and that the same has
been recorded in Book 203 of REAL ESTATE Trust Deed
Records of this office.

FEE $ 5.00 Pd.

May 10 19 76

H. G. Ferguson

CANCELLED BY AUTHORITY, RECORDED IN BOOK
423 PAGE 24
THIS 8 DAY OF Dec. 19 87
H.D. Ferguson D.C.
Chancery Clerk

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

DEED OF TRUST
LAND

THIS INDENTURE this day made and entered into between

Richard Louis Johnson and wife, Cathy Lynn Stewart Johnson

of the first part, hereinafter designated as the Grantor,

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

Joel E. Stewart and wife, Kathlene I.Stewart of the third part, hereinafter designated as the Beneficiary.

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

Ten thousand and 00/100---------- DOLLARS

($ 10,000.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of seven per centum per annum after December 1, 1976 , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Payable in 150 equal monthly installments of $100.32 each, the first being due and payable on or before the 1st day of January, 1977, and a like amount being due on the first 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 20, Woodland Lake Subdivision as shown on plat of record in Plat Book 1, Page 10, Chancery Clerk's Office, DeSoto County, Mississippi, Section 28, Township 1, Range 6, less and except the south 22 feet of said lot, more particular described as follows: beginning at an iron pin in the west corner of lot 19 and 20 in the east line of Woodland Road; thence with the line dividing said lots, north 87 degrees 15 minutes east 220.7 feet to an iron pin, to the east corner of Lots 19 and 20; thence north 11 degrees east 22.61 feet to a point, which is 22 feet north of the south line of said lot 20; thence parallel

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to said south line of Lot 20 south 87 degrees 15 minutes west 226.96 feet to a point in the east line of said road; thence with the east line of said road south 5 degrees 03 minutes east 22 feet to the point of beginning.

Being the same part of land conveyed to Joel E. Stewart, et ux by Deed recorded in Deed Book 104, Page 432, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 29th day of April 19 76

Richard Louis Johnson

Richard Louis Johnson

Cathy Lynn Stewart Johnson

Cathy Lynn Stewart Johnson

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

Richard Louis JOhnson and wife, Cathy Lynn Stewart Johnson 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: Jan. 29, 1980

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
10 A. 19 May 1976, and that the same has
200 113 been recorded in REAL ESTATE Deed
19 May 1976.

H. H. Treasurer

FEE $ 5.00

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CANCELLED BY AUTHORITY RECORDED IN BOOK 213 PAGE 214 THIS 22 DAY OF [illegible] 19[illegible]

[illegible] Bankers Association
Form No. 1
(Revised Dec. 1958)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

James Frederick Baube, also known as Dr. Jim Baube and wife, Fawner Ruth Freeman Baube, also known as Fawner Ruth Baube

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 Thirteen thousand three hundred and 32/100---------- **DOLLARS** (**$** 13,300.32) **evidenced by** one promissory note **of even date herewith in favor of the beneficiary, bearing interest at the rate of** ten **per centum per annum after maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:**

Payable in 66 equal installments of $201.52 each, first installment being due and payable on or before the 25th day of May, 1976 with allike installment due on the same day of each succeeding month thereafter until paid in full.

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

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

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

Lot 10 of Swan & Moore Subdivision of Mack Lewis 6.21 acres as shown and designated on Plat of said Subdivision, of record in Plat Book 1, Page 4, in the office of the Chancery Court Clerk of DeSoto County, Mississippi, to which plat reference is made for a more particular description of said lot. Said lot is in Section 29, Township 1, Range 6, DeSoto County, Mississippi.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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

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

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

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

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

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

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

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

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

James Frederick Baube

Fawner Ruth Freeman Baube

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 Frederick Baube and wife, Fawner Ruth Freeman Baube 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 19 76

My Commission Expires: My Commission Expires Feb. 3, 1979

Notary Public

STATE OF MISSISSIPPI, COUNTY
I certify that the within instrument was filed for record at 11 o'clock
10 minutes A. M. on the 3rd day of May 1976, and that the same has
been recorded in Book 116 of REAL ESTATE Trust Deeds, Page 400.

5.00

Witness my hand this 3rd day of May 1976.

W. H. Terry Chancery Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK
209 PAGE 674
THIS 28 DAY OF March 1977
H. G. Ferguson
CHANCERY CLERK

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

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DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

Jones E. Bowden

of the first part, hereinafter designated as the Grantor,

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

Bank of Mississippi of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Fifty six thousand seventy and 77/100---------- DOLLARS ($ 56,070.77) 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 October 22, 1976.

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

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

County of Tate and DeSoto

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

Northwest quarter of Section 5 and the south half of northeast quarter of said Section 5, all in Township 4, Range 5 west, containing 240 acres more or less, subject to right-of-way and easements and rights-of-way for public drainage utilities, and public roads.

Less and except: that portion of northeast quarter of northwest quarter of Section 5, Township 4 south, Range 5 West, Tate County, Mississippi, that is north of Pigeon Roost Canal, containing 4 acres more or less. There being a total of 236 acres, more or less in Tate County, Mississippi.

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That part of the southwest quarter of Section 32, Township 3 South, Range 5 west, DeSoto County, Mississippi, that is south of Pigeon Roost Canal; the land so described to being in the southwest portion of said southwest quarter and containing 16 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 instaliment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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

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

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

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

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

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

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

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

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

Jones E. Bowden

Filed for record the 15 day of May
19 76 at 10:02 A.M. and recorded this
the 15 day of May 19 76

Chancery Clerk

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

Jones E. Bowden

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 **19** 76

My Commission Expires: Nov 29, 1979

Linda C Berry
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
10 minutes A. M. 19 day of May 1976, and that the same has
been recorded in Book 200 of REAL ESTATE Trust Deed
of said County.
Witness my hand this 19 day of May 1976.
H. P. Jacumin

5.00

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CANCELLED BY AUTHORITY RECORDED IN BOOK
273 PAGE 351
THIS 3 DAY OF June 1981
H. G. Ferguson
CHANCERY CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

DR. RICHARD D. SKINNER AND WIFE, MAUDIE G. SKINNER

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

THIRTEEN THOUSAND NINE HUNDRED THREE and 20/100---------- **DOLLARS**

($ 13,903.20) **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:**

Sixty (60) equal monthly installments of $231.72 each, the first being due on or before June 15, 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 15 of Germantown Subdivision, Section "B" situated in Section 21, Township 1 South, Range 6 West, DeSoto County, Mississippi, as shown by plat of record in Plat Book 9, Pages 27 and 28 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 17th day of May 19 76.

Dr. Richard D. Skinner

Dr. Richard D. Skinner

Maudie G. Skinner

Maudie G. Skinner

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 Dr. Richard D. Skinner and wife, Maudie G. Skinner, who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 17th day of May 1976.

My Commission Expires: June 29, 1980

Dolores M. Smith
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I, [illegible], Clerk of the aforesaid County, do hereby certify that the within instrument was filed for record at 11 o'clock [illegible], 1976, and that the same has been duly recorded in REAL ESTATE [illegible]

10 A. 19 200 May 122 19

$5.00

May

W. B. Ferguson

CANCELLED BY ... RECORDED IN BOOK 269 ... PAGE 37 ... THIS 4 DAY OF ... 19 81 ... CHANCERY CLERK

125

FOR REAL ESTATE, CHATTEL OR BOTH

Jerry L. House and wife, Gwen House

To { DEED OF TRUST

Juanell W. LaPointe

THIS INDENTURE, Made this 12th day of May, 19 76 between Jerry L. House and wife, Gwen House, Party of the first part, and Juanell W. LaPointe, Party of the second part,

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of Two Thousand Four Hundred Dollars ($2,400.00), with interest at the rate of 9% per annum, repayable in 30 monthly instalments of $89.64 each, commencing on the 15th day of June, 1976, with each subsequent and succeeding instalment being due on the 15th day of each month thereafter, and the final instalment, if not sooner paid, due and payable on November 15, 1978.

and any further amount that the party of the second part may furnish the party of the first part [illegible] having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by David A. Gustafson Trustee, the party of the first part he this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, v[illegible]

Lot 257, Section B, in Brook Hollow Subdivision, on Section 24, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 7, Page 35, in the office of the Chancery Clerk of said County.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Real Estate Trust Deed Book 127, Page 445, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before the 15th day of November, 1978 then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part, her assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signatures the date written above.

Jerry L. House
Jerry L. House
Gwen House
Gwen House

STATE OF MISSISSIPPI, DeSOTO COUNTY,

Personally appeared before me a notary public of said County, the within named Jerry L. House and wife, Gwen House,

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

Given under my hand and official seal, this 12th day of May, 1976

My Commission expires: (SEAL)

Mary 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, who, being first duly sworn, deposeth and saith that he saw the above named whose name subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness thereto in the presence of the said and that he saw the other subscribing witness sign the same in the presence of the said

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock A. M. this 19 day of May, 1976, and that the same has been recorded in Book 200 of REAL ESTATE Trust Deed of said County.

Witness my hand this 19 day of May, 1976.

H. P. Ferguson

10

2.50

126

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 Byron D. Merrill & wife, Patricia B. Merrill, dated the 13th day of April, 1976, and recorded under Register No. Book 198 Page 558 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 EIGHT THOUSAND AND NO/100 - - - - - - ($ 38,000.00) 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 V. Crase
Vice-President

ATTEST
Marge Jobe
Assistant Secretary

STATE OF TENNESSEE

COUNTY OF SHELBY

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

WITNESS my hand and Notarial Seal at my office in said Shelby County at Memphis, Tennessee this 6th day of May, 1976.

Linda Cook
Notary Public

My Commission expires: December 5, 1978

STATE OF MISSISSIPPI COUNTY
I certify that this instrument was filed for record at 11 o'clock
A. M. on the 19 day of May 1976, and that the same has
been recorded in Book 200 Records of REAL ESTATE Trust Deed
of said County, Page 126.
Witness my hand this 19 day of May 1976.
H. H. Ferguson

10

2.50

CANCELLED BY AUTHORITY RECORDED IN BOOK 217 PAGE 242
THIS 18 DAY OF Oct. 19 77
W. D. Lawson CHANCERY CLERK

Deed of Assignment of Rents
Assignment of this instrument recorded in Real Estate T/D Book No. 200 Page 197
This the 24 day of May 19 76
W. D. Lawson Clerk

PREPARED BY: JOHNSON & KEE, Suite 2929, Clark Tower, 5100 Poplar Avenue, Memphis, Tenn. 38137

This Indenture, made by and between WILLIAM VERNON UHLHORN and WILLIAM BAYNE UHLHORN,

party of the first part; David J. Johnson party of the second part, as Trustee; and GERMANTOWN TRUST SAVINGS AND LOAN ASSOCIATION

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 Southwest Quarter of Section Thirty-five (35), Township One (1), Range Six (6), West in DeSoto County, Mississippi, more particularly described as follows: BEGINNING at an iron pin in the northeast right-of-way of U. S. Highway #78 (100 feet wide), said point being 811.34 feet southeast of the intersection of the northeast right-of-way of U. S. Highway #78 and the west line of Section 35, Township 1, Range 6 West; thence north 38 degrees 16 minutes east 585.88 feet to an iron pin in the south right-of-way of the Frisco Rail Road; thence south 51 degrees 44 minutes east along said Rail Road right-of-way a distance of 251 feet to an old iron pin; thence south 13 degrees 16 minutes west along the west line of the Forging Die Engineering Company property a distance of 819.85 feet to an old iron pin in the north right-of-way of U. S. Highway #78, said point also being 89.27 feet northwest of the intersection of the northeast right-of-way of said Highway with the south line of Section 35, Township 1, Range 6 West; thence north 37 degrees west along the north line of said Highway a distance of 617.86 feet to the beginning, containing 6.159 acres of land.

Title to the within conveyed property is vested in William Vernon Uhlhorn and William Bayne Uhlhorn. Linda Kay Dickson Uhlhorn, wife of William Vernon Uhlhorn; Lee Pryor Uhlhorn, wife of William Bayne Uhlhorn; and Unitizer Corporation, guarantors of the note secured hereby, join herein for the purpose of guaranteeing the performance of the covenants and the conditions of this Trust Deed. The said Linda Kay Dickson Uhlhorn and Lee Pryor Uhlhorn also join in this conveyance for the express purpose of conveying any and all marital rights which they may have in and to the above-described property by virtue of their respective marriages.

This conveyance is made in trust, however, to secure the payment of $ 135,000.00 evidenced by the following promissory notes of even date herewith: Note in the principal amount of One Hundred Thirty Five Thousand and No/100 ($135,000.00) Dollars, payable to Germantown Trust Savings And Loan Association, with interest as provided for therein, in monthly installments of One Thousand Four Hundred Fifty and 72/100 ($1,450.72) each, with the first one of said installments being due and payable on July, 1, 1976, and a like amount on the first day of each and every month thereafter until said amount is paid in full.

If all or any part of the Property or an interest therein is sold or transfered 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.

and any further sums which the party of the third part may advance to the date 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 17th day of May, 19 76

William Vernon Uhlhorn

Linda Kay Dickson Uhlhorn

William Bayne Uhlhorn

Lee Pryor Uhlhorn

UNITIZER CORPORATION

(Seal)

By

128

STATE OF TENNESSEE
COUNTY OF SHELBY } ss.

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named William Vernon Uhlhorn and wife, Linda Kay Dickson Uhlhorn; and William Bayne Uhlhorn and wife, Lee Pryor Uhlhorn,

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

Given under my hand and seal this the 17th day of May, 19 76

My Commission expires: 11-18-79

Notary Public.

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named William Vernon Uhlhorn, who acknowledged to me that he is the President of UNITIZER CORPORATION, a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, and as his free and voluntary act and deed, signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, he being first duly authorized so to do.

GIVEN under my hand and official seal of office, this, the 17th day of May, 1976.

Notary Public

My Commission Expires:

11-18-79

Mail Tax Notices To:
GERMANTOWN TRUST SAVINGS AND LOAN ASSOCIATION
2120 Germantown Road South
Germantown, Tennessee 38138

Property Address:
Parcel 3, Mills Industrial Subdivision
Olive Branch, Mississippi

SECURITY TITLE No. 34272

MID-SOUTH TITLE INSURANCE protection against

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock
30 minutes P. M. 19 day of May 1976, and that the same has been recorded in Book 200 Page 127 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 19 day of May 1976.
Fees $ 4.00 pd. SEAL H. H. Ferguson CLERK

Return to Johnson & Lee

Return to:
JOHNSON & KEE
ATTORNEYS AT LAW
5100 POPLAR - SUITE 2929
MEMPHIS, TENN. 38137

RELEASE
(Mississippi)

All indebtedness secured by a certain Deed of Trust from Unitizer Corporation to James E. Woods, Trustee, for the use and benefit of Bank of Olive Branch, dated September 16, 1971, and recorded in Book 133 page 196 Rec. Date 9/17/71, 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 Bank of Olive Branch, 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 Bank of Olive Branch, ha__ hereunto set____ hand__ (or caused its corporate name signed hereto by and through its proper officers duly authorized so to do), this the 18th day of May, 1976.

Bank of Mississippi
(Formerly Bank of Olive Branch)

By: C. W. Kelly
President

STATE OF Mississippi

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for said State and County, the within named C. W. Kelly, President, Bank of Mississippi, 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 18th day of May, 1976.

Linda O'Leary
Notary Public

My commission expires: Nov. 29, 1979

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____, a corporation, who acknowledged that they signed and delivered the foregoing instrument on the

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock
30 minutes P. M. 19 day of May 1976, and that the same has
been recorded in Book 200 Page 129 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 19 day of May 1976.
H. P. Ferguson CLERK
Fees 2.50 pd.

130

Return to:
JOHNSON & KEE
ATTORNEYS AT LAW
5100 POPLAR - SUITE 2929
MEMPHIS, TENN. 38137

RELEASE
(Mississippi)

All indebtedness secured by a certain Deed of Trust from Unitizer Corporation, A Mississippi Corporation to James E. Woods, Trustee, for the use and benefit of Bank of Olive Branch, dated June 14, 1972, and recorded in Book 144, page 69, Rec. Date 6/19/72, 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 Bank of Olive Branch, 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 Bank of Olive Branch, ha__ hereunto set__ hand__ (or caused its corporate name signed hereto by and through its proper officers duly authorized so to do), this the 18th day of May, 19 76.

Bank of Mississippi
(Formerly Bank of Olive Branch)

By: C. W. Kelly
President

STATE OF Mississippi

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for said State and County, the within named C. W. Kelly, President, Bank of Mississippi, 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 18th day of May, 19 76.

Linda O Parry
Notary Public

My commission expires: Nov. 29, 1979

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 _____, a corporation, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned, for the

STATE OF MISSISSIPPI DESOTO COUNTY
I certify that this instrument was filed for record at 1 o'clock
30 minutes P. M. 19 day of May 1976, and that the same has
been recorded in Book 200 Page 130 record of REAL ESTATE Trust Deed
of said County.
Witness my hand this the 19 day of May 1976.
H. H. Ferguson CLERK

Fees 2.50

PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated January 16, 1973, executed by Bailey Mortgage Company to Forrest N. Jenkins and J. David Guthrie as Trustees, for Union Planters National Bank of Memphis as Beneficiary, which Deed of Trust is recorded in Book 153, Page 85, in the office of the Chancery Clerk of DeSoto County, Mississippi; and that certain Deed of Trust dated October 10, 1974, executed by Bailey Mortgage Company to Forrest N. Jenkins and J. David Guthrie as Trustees for Union Planters National Bank as Beneficiary, which Deed of Trust is recorded in Book 180, Page 553, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned Union Planters National Bank of Memphis as Beneficiary, named in said Deeds of Trust, have bargained and sold and by these presents do bargain, sell, convey, remise, release and quitclaim unto the said Bailey Mortgage Company the following described property located in the County of DeSoto, State of Mississippi, to-wit:

Lot 620, 735, and 736, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

TO HAVE AND TO HOLD the aforementioned property unto the said Bailey Mortgage Company and to its successors, heirs, and assigns in fee simple forever, free and discharged from the liens of said Deeds of Trust and the indebtednesses secured thereby.

But this is a Partial Release and as to all other property described in and conveyed by said Deeds of Trust not heretofore nor hereby released, the lien of said Deeds of Trust and the indebtednesses secured thereby shall continue in full force and effect.

WITNESS our signatures this the 17th. day of May, 1976.

UNION PLANTERS NATIONAL BANK OF MEMPHIS

By: _____

ATTEST: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me the undersigned authority of law in and for the jurisdiction aforesaid, the within named Robert P. Watson and Tom E. Mitchell, Jr., who acknowledged that as Vice President and Assistant Vice President, respectively, for and on behalf of and by authority of Union Planters National Bank of Memphis, they signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY H AND and seal of office, this the 17th day of May, 1976.

_____
Notary Public

My Commission expires:
MY COMMISSION EXPIRES JULY 31, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock
and that the same has
REAL ESTATE Trust Deed
19 May
200 131
19 May
2.50

132

Lot 727, Section D - Twin Lakes S/D
Noel

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 mard "Fully Paid and Satisfied" and to cancel of record that certain Deed of Trust dated October 16, 1975, and given by Amcom International, Inc. to C. B. Henley, Trustee for the benefit of Bailey Mortgage Company, and which instrument is recorded in Book 192, Page 131, in your office, same having been fully paid and satisfied.

EXECUTED this the 13 day of May, 1976.

BAILEY MORTGAGE COMPANY

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

ATTEST:

William Cook
William Cook, Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction, Paul J. Salvo and William Cook, Comptroller and Vice President, 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 13 day of May, 1976.

Lucille Brown
Notary Public

My Commission expires:

My Commission Expires Oct. 31, 1979

STATE OF MISSISSIPPI COUNTY
I certify that the within instrument was filed for record at 2 o'clock
20 minutes P. M. on the 13 day of May 1976, and that the same has
been recorded in Book 200 Page 132 of Records of REAL ESTATE Trust Deed

Witness my hand and seal of office this 13 day of May 1976.

2.50

A. H. Ferguson, D.C.

Lot 728, Section D - Twin Lakes S/D
Modlin

STATE OF MISSISSIPPI
COUNTY OF HINDS

ORDER TO CLERK TO CANCEL DEED OF TRUST

TO THE CHANCERY CLERK OF
DESOTO COUNTY, MISSISSIPPI

You are hereby authorized, directed, instructed, and empowered to mark "Fully Paid and Satisfied" and to cancel of record that certain Deed of Trust dated October 16, 1975, and given by Amcon International, Inc. to C. B. Henley, Trustee for the benefit of Bailey Mortgage Company, and which instrument is recorded in Book 192, Page 133, in your office, same having been fully paid and satisfied.

EXECUTED this the 13 day of May, 1976.

BAILEY MORTGAGE COMPANY

By: Paul J. Salvo
Paul J. Salvo, Comptroller

ATTEST:

William Cook
William Cook, Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction, Paul J. Salvo and William Cook, Comptroller and Vice President, 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 13 day of May, 1976.

Lucille Brown
Notary Public

My Commission expires:

My Commission Expires Oct. 31, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock
no - minutes P. M. 19 May 1976, and that the same has
been recorded in Book 200 Page 133
of my office.

19 May 1976.

H. H. Ferguson

2.50

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CANCELLED BY AUTHORITY RECORDED IN BOOK 230 PAGE 848 THIS 15 DAY OF Sept 19 76
H. D. Ferguson
CHANCERY CLERK

T R U S T D E E D

THIS INDENTURE, made this the 18th day of May, 1976, between BARNEY L. WOODS and wife, KAREN S. WOODS, Party of the First Part, and SOUTHAVEN REALTY COMPANY, INC., 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 TWENTY-FIVE and 00/100 Dollars ($1,025.00) with interest from date at the rate of Eight percent (8%) per annum, repayable in sixty (60) monthly installments of $20.79 each, with the first installment being due on the 15th day of June, 1976, and each subsequent and succeeding installment being due on the 15th day of each month thereafter until the principal and interest are fully paid, and any further amount that the party of the second part may furnish the party of the first part, 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 3085, Section O, Southaven West Subdivision, in Section 23 and 26, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 5, Pages 12 and 13, in the office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said lot.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 195, Page 651, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

WITNESS our signatures the date written above.

Barney L. Woods

Karen S. Woods

STATE OF MISSISSIPPI
COUNTY OF DESOTO

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

GIVEN UNDER MY HAND and official seal of office, this the 18th day of May, 1976.

Bobbie M Braswell
Notary Public

My Commission expires:

Feb. 19, 1980

STATE OF MISSISSIPPI COUNTY
I certify that this instrument was filed for record at 2 o'clock
P. M. on the 19 day of May 1976, and that the same has
been recorded in the records of REAL ESTATE Trust Deed
Book 134 Page 200
Witness my hand this 19 day of May 1976.
H. D. Ferguson
2.50

CANCELLED BY AUTHORITY RECORDED IN BOOK 338 PAGE 73
THIS 12 DAY OF May 1985
H. P. Ferguson
CHANCERY CLERK
by D.C.

FOR REAL ESTATE, CHATTEL OR BOTH

Billy D. Gray

To { DEED OF TRUST

The Hernando Bank

THIS INDENTURE, Made this 19 day of May 19 76
between Billy D. Gray of the first part,
and The Hernando Bank of the second part,

WITNESSETH, That whereas, said party of the first part, being indebted to the said parties of the second part in the sum of Twelve Thousand Five Hundred Dollars evidenced by one promissory note of even date bearing interest as provided in the note due and repayable on or before 180 days from date

~~and whereas further it is the desire of the parties of the second part to extend the time of payment of the same; therefore~~ Therefore, in consideration of the premises, and of the sum of One Dollar to the party paid by Joel P. Walker Trustee, the party of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, ~~viz: All of the increase~~ product of every kind that ~~now is or may hereafter~~ be made or the crop of every kind to be grown by ~~during the year 19 and~~ during the year 19 ~~and all of the rents, issues and profits of said premises for the year 19 and during the year 19~~

the land in DeSoto County, Mississippi described as follows:

10 acres in the Southwest Quarter of Section 15, Township 3 South, Range 9 West, described as: Beginning at a point 138.00 feet East of the Southwest corner of said Section 15; thence North 4° 39' West 446.80 feet to an iron pin; thence North 88° 49' East 975.0 feet to an iron pin; thence South 4° 39' East 449.55 feet to an iron pin; thence South 88° 58' West 975.0 feet to the point of beginning containing 10.00 acres, more or less.

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

Witness my signature the date written above.

Billy D. Gray
Billy D. Gray

Witness

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me a notary public of said County, the within named Billy D. Gray 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 19th day of May 1976

(SEAL)

Sarah Bethune Clerk
By Notary Public Deputy

MY COMMISSION EXPIRES
MARCH 24, 1979

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Before me, of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 35 minutes P M. 19 day of May, 1976, and that the same has been recorded in Book 200 Page 135 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 20 day of May 1976.

Fees$ 2 50 pd.

SEAL H. P. Ferguson CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK
278 PAGE 568
THIS 18 DAY OF Nov. 19 81
W. D. Ferguson
CHANCERY CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

WILLIAM M. COX AND WIFE, AVA R. COX

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 NINE HUNDRED AND no/100---------- DOLLARS ($ 3,900.00) evidenced by 1 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 $3,900.00, which includes principal and interest, repayable in 60 monthly installments of $65.00 each, beginning June 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 State of Mississippi, and more particularly described as follows, to-wit:

Lot 103, Section A Revised, Greenbrook Subdivision in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 8, Pages 53 and 54 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

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

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

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

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

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

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

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

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premiums 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 May 19 76

William M Cox

Ava R Cox

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

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

William M. Cox and wife, Ava R. Cox 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 May 19 76

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 20 May 1976, and that the same has been recorded in
200 136 May record of REAL ESTATE Deed Book
of said County
Witness
20 May 1976.

Fees $ 5.00 pd

H. G. Ferguson

CANCELLED BY AUTHORITY. RECORDED IN BOOK 1143 PAGE 703
THIS 30 DAY OF Aug, 1977
W. E. Davis
by Clayton DC
CHANCERY CLERK

Assignment of this Instrument Recorded in Real Estate T/D Book No. 201 Page 719
This the 20 day of June 1977
W. D. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate T/D Book No. 201 Page 482
This the 25 day of June 1976
W. D. Ferguson Clerk

VA Form 26-6322 (Home Loan) Revised January 1974. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

Assignment of this Instrument Recorded in Real estate T/D Book No. 454 Page 470 MISSISSIPPI
This the 8th day of Nov. 1988
W. C. Davis Clerk
by Peggy S. Taylor

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 12th day of May, 1976, by and between

JIMMY DARREL COX, and wife, MYRA S. COX

, hereinafter called the Grantor;

G. L. OATES, hereinafter called the Trustee, and

Wortman & Mann, Inc.

, a corporation organized and existing under the laws of the State of Mississippi, having its principal office and post-office address at P. O. Box 1571, Jackson, MS 39205, hereinafter called the Beneficiary:

Assignment of this Instrument Recorded in Real Est. T/D Book No. 362 Page 726
This the 14th day of April 1988
W. D. Ferguson Clerk
DS.

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 211, Section "B", Eastover Subdivision in Section 29, Township 1, Range 6, as per plat thereof as recorded in Plat Book 12, Pages 36-38 in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

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

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

Assignment of this Instrument Recorded in Real Estate T/D Book No. 311 Page 32
This the 16 day of Dec. 1982
W. D. Ferguson Clerk

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

Re Record Assignment of this Instrument Recorded in Real Estate T/D Book No. 501 Page 432
This the 13 day of March 1990
W. E. Davis by m Graham DC

Appointment of Successor Trustee of this instrument Recorded in Real Estate T/D Book No. 290 Page 141
This 1 day of Dec. 1982
W. D. Ferguson Clerk

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

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Thirty Eight Thousand and no/100------ Dollars ($ 38,000.00), with interest from date at the rate of eight per centum (8 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Wortman & Mann, Inc., P. O. Box 1571, in Jackson, Mississippi 39205 , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred SeventyEight & 92/100 Dollars ($ 278.92), commencing on the first day of July , 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 June , 1 2006

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

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

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

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

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

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

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

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

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

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

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

Jimmy Darrel Cox

Jimmy Darrel Cox

Myra S. Cox

Myra S. Cox

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

Personally appeared before me DeborahB.Ansbro, the undersigned Notary Public in and for said County, the within named Jimmy Darrel Cox and Myra S. Cox, 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 12th day of May, 1976

Deborah B. Ansbro
NOTARY PUBLIC

MY COMMISSION EXPIRES:
1-8-80

NOTARY PUBLIC

Trust

10:30 A.M.

of said County,
ing conveyance
his office on the
day of
, 19

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 20 day of May 1976, and that the same has been recorded in Book 200 Page 139 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 20 day of May 1976.

Fees$ 5.00 pd.

SEAL H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 239 PAGE 50
THIS 6 DAY OF March 19 79
H. Y. Ferguson
CHANCERY CLERK

DEED OF TRUST

STATE OF MISSISSIPPI
COUNTY OF DeSoto

WHEREAS, Curtis E. Baldwin and Wife, Betty M. Baldwin

parties of the first part, are justly indebted unto Money Mart Inc of Olive Branch HOLDER party of the second part, in the sum of Four-Thousand Five-Hundred and Eight Dollars and 61/100's DOLLARS ($ 4508.61) as evidenced by a promissory note, dated May 13, 19 76, and due and payable in 18 installments of $ 250.00 each beginning June 15 1976 and like payments on the same day of each successive month thereafter until paid in full, and being desirous to secure by this Deed of Trust, the prompt payment of said indebtedness at the respective maturity dates of the installments due together with any extention or renewal thereof with interest thereon, and any other indebtednesses now or hereafter becoming due and owing to the beneficiary by the grantor(s) prior to the payment of the indebtedness herein described and secured, or any extention or renewal thereof, or any part thereof;

NOW THEREFORE, We, hereby sell, convey, and warrant unto Jim Amos, Olive Branch, Mississippi (NAME OF TRUSTEE, CITY, STATE) as Trustee, the following described real property situated in DeSoto County, State of Mississippi, to-wit:

One (1) acre, more or less, situsted in the Northwest Quarter of the Southeast Quarter of Section Twenty-Three (23), Township Two (2), Range Six (6) West, and more particularly described by metes and bounds as follows:

Beginning at a point in the North line of the said Southeast Quarter which point is 744 feet west of the Northeast corner of said Northwest Quarter of said Southwest quarter; thence West 130 feet to a pointl thence North 335 feet to apoint in the said North line of said Southeast Quarter; thence East along said North line 130 feet to the point of beginning.

TO HAVE AND TO HOLD, the aforedescribed real estate, together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the said party of the second part, its successors and assigns, in fee simple forever, and the said parties of the first part do hereby covenant with the said party of the second part, its successors and assigns, that they are lawfully seized in fee of the aforesaid described real estate; that they have a good right to sell and convey the same; that the same is unincumbered,

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

IN TRUST, however, that if at any time the indebtedness herein secured, or interest thereon, or any renewals or extensions thereof, or of any part or installment thereof, with interest thereon, or any other indebtednesses becoming due and owing by the grantor(s) to the beneficiary prior to the payment of the indebtedness herein secured, should be past due and unpaid, the beneficiary herein, their legal representatives, successors (heirs) or assigns, may declare all indebtedness at that time owing due and payable; and the Trustee herein named or any substituted Trustee shall, at the request of the beneficiary herein, their legal representatives, successors (heirs) or assigns, sell the property herein conveyed at public outcry to the highest bidder for cash, within legal hours, in front of the Court House in DeSoto County, Mississippi, on a day to be fixed by such Trustee, after first giving three weeks' notice of the time, place and terms of said sale by advertisement in some newspaper published in DeSoto County, Mississippi, and having a general circulation therein, and by posting notice thereof at the Court House in said county; and shall, out of the proceeds of said sale pay: first, all costs and expenses of making said sale, including a reasonable Trustee's fee therefor; and next, the entire amount of the indebtedness at that time owing to the beneficiary herein by the grantor(s), with interest thereon up to the date of making said sale; the overplus, if any there be, to be paid to the grantor(s), his (their) (its) legal representatives, heirs (successors) or assigns.

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

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

WITNESS Their signature(s), this the 13 day of May, 19 76.

WITNESSES:

Curtis Baldwin

Betty Baldwin

STATE OF MISSISSIPPI

County Of DeSoto

Personally appeared before me the undersigned authority in and for the above named county and state, the within named Curtis & BEtty Baldwin, who acknowledged before me that They signed and delivered the above and foregoing instrument of writing on the day and date therein mentioned as Their own act and deed.

Given unto my hand and official seal, this the 13 day of May, 19 76.

MY COMMISSION EXPIRES: 7/28/77

NOTARY PUBLIC

STATE OF MISSISSIPPI

County Of

Personally appeared before me the undersigned authority in and for the above named county and state, the within named _____, one of the subscribing witnesses to the foregoing Deed of Trust, who being first duly sworn, deposeth and saith that he saw the within named _____, whose name(s) (is) (are) subscribed thereto, sign, seal and deliver the same to the said HOLDER and that he, this deponent, subscribed his name as a witness thereto in the presence of the said _____ on the day and year herein named.

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

MY COMMISSION EXPIRES:

NOTARY PUBLIC

DEED

Trustee

Clerk

Lot

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1976

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19

Clerk

D. C.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M., 20 day of May 1976, and that the same has been recorded in Book 200 Page 143 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 20 day of May 1976.

SEAL H. H. Ferguson CLERK

Fees $ 3.00 pd.

Fed Home Loan Mtg Corp
Assignment this instrument recorded in
Real Estate T/D book
No. 633 Page 602
This the 13 day of April 1993
W.E. Davis
by J Woodard, D.C.

attempted
CANCELLED BY AUTHORITY, RECORDED IN BOOK
1518 PAGE 781
THIS 17 DAY OF June 2002
W.E. Davis CHANCERY CLERK
By M. Cabs, DC

DEED OF TRUST

CANCELLED BY AUTHORITY, RECORDED IN BOOK
1546 PAGE 1
THIS 15 DAY OF Aug, 2002
W E Davis CHANCERY CLERK
by S Cleveland DC

THIS DEED OF TRUST is made this 17th day of May 19 76., among the Grantor, ROY M. BRYANT and wife, MARGARET P. BRYANT, (herein "Borrower"), Tom B. Scott, Jr. (herein "Trustee"), and the Beneficiary, UNIFIRST FEDERAL SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is P. O. Box 1571, Jackson, Mississippi 39205 (herein "Lender").

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

Lot 1164, Section F, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 9, Page 46, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

attempted
CANCELLED BY AUTHORITY, RECORDED IN BOOK
1489 PAGE 446
THIS 15 DAY OF April 2002
W E Davis CHANCERY CLERK
by S Cleveland DC

which has the address of 2479 Southwick Drive, in Southaven, (Street) (City)
Mississippi 38671 (herein "Property Address");
(State and Zip Code)

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

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated May 17, 1976, (herein "Note"), in the principal sum of Forty-One Thousand Two Hundred Fifty and No/100 ---------- Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2006; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

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

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

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

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

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

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

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

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

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

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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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.

Roy M. Bryant —Borrower

Margaret P. Bryant —Borrower

STATE OF MISSISSIPPI, DESOTO County ss:

On this 17th day of May, 19 76, personally appeared before me, the undersigned authority in and for said County and State, the within named Roy M. Bryant and Margaret P. Bryant, who acknowledged that the Y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office.

My commission expires:
1-8-80

Deborah B. Ivabro
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was
filed for record at 10 o'clock one
30 minutes A. M. 20.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 20 day of May 1976, and that the same has
been recorded in Book 200 Page 145 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 20 day of May 1976.

Fees $ 5.00 pd.

SEAL H. H. Ferguson CLERK

5.00pd

~~Exx~~ 3.02 acres
Ticor to Holmes

STATE OF MISSISSIPPI
COUNTY OF DESOTO

ORDER TO CANCEL DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS: That Delta Loan and Finance Company, the beneficiary, does hereby certify that a certain trust deed bearing date of the 8th day of December, 19 72, made and executed by Allen Forest Estes and wife, Lillian J. Estes to William R. Blount, Trustee for the benefit of the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, Mississippi, in Book 152, Page 135, of the Records of Trust Deeds, on the 27th day of December, 19 72, is now fully paid and satisfied; and I/We, as beneficiary, do hereby authorize the Clerk of the Chancery Court of said County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

This the 30th day of April, 1976.

ATTEST:

Kenneth E. Kain
Secretary

DELTA LOAN AND FINANCE CO.

By: Denis M. Bahlinger
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 Denis M. Bahlinger and Kenneth E. Kain, who acknowledged that as Vice President and Secretary, respectively, for and on behalf of and by authority of DELTA LOAN & FINANCE CO., they signed and delivered the above and foregoing instrument on the day and year therein mentioned for the purposes therein expressed.

GIVEN UNDER MY HAND and seal of office, this the 30th day of April, 19 76.

My Commission expires:
11-14-79

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. 14 day of May 1976, and that the same has been recorded in Book 200 Page 149 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 21 day of May 1976.

Fees$ 2.50 pd.

SEAL H. P. Ferguson CLERK

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STATE OF MISSISSIPPI

COUNTY OF DeSOTO

SUBSTITUTION OF TRUSTEE

The Federal Land Bank of New Orleans, being the present owner and holder of the indebtedness secured by a certain deed of trust executed by LOUISE C. CRAWFORD AND HUSBAND, JEWELL CRAWFORD appearing of record in RECORD Book 138, Page 3, of the Mortgage Records in the office of the Chancery Clerk of DeSOTO County, Mississippi, does hereby constitute and appoint WILLIAM F. HAGAN as Trustee in said deed of trust in the place and stead of the present trustee therein.

Witness the corporate signature and seal of said The Federal Land Bank of New Orleans on this the 17TH day of MAY, 19 76.

THE FEDERAL LAND BANK OF NEW ORLEANS

(SEAL)

BY: _____
VICE PRESIDENT

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned Notary Public in and for the aforesaid Parish and State, this day personally appeared H. KEITH WADDELL who acknowledged that as Vice President of, for and on behalf of and by authority of The Federal Land Bank of New Orleans, a corporation, he signed, sealed and delivered the foregoing instrument on the day and year therein mentioned as the act of said corporation.

Given under my hand and official seal on this the 17th day of MAY, 19 76.

_____
Claude R. Smith NOTARY PUBLIC

(SEAL)

My commission expires at death

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 30 minutes P. M. 20 day of May 1976, and that the same has been recorded in Book 200 Page 150 record of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 21 day of May 1976.

Fees $ 2.50 pd. SEAL _____ CLERK

FULLY PAID AND SATISFIED
DATE 6/14/00
UNITED STATES OF AMERICA
RURAL DEVELOPMENT
BY _____
Community Development Mgr.
PURSUANT TO AUTHORITY
CONTAINED IN 31.F.R.14109

ATTEST: _____
W. E. [illegible] CHANCERY CLERK
by D. [illegible] DC

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

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS INDENTURE, made and entered into this day, May 21, 1976 *(Date)*

by and between the undersigned THOMAS J. McANALLY and wife, BARBARA E. McANALLY

residing in Walls, DeSoto County, Mississippi, whose post office address is 5120 Caroline Drive North Walls, Mississippi 38680,

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

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

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

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
May 21, 1976	$23,460.00	8 1/2%	May 21, 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 625, of Section D, Twin Lakes Subdivision situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of said County, in Plat Book 10, Pages 32 and 33.

Subject to the following exceptions:

1. Easements, subdivision restrictions and building lines as shown on plat of record in Plat Book 10, Pages 32 and 33, in the office of the Chancery Clerk of DeSoto County, Mississippi.
2. Right of way instrument executed by DeSoto Development Corporation to Mississippi Power & Light Company, dated September 5, 1972; a five foot utility easement along rear and side lot line 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. Due January 1, 1977.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Thomas J. McAnally

Thomas J. McAnally

Barbara E. McAnally

Barbara E. McAnally

STATE OF MISSISSIPPI }
COUNTY OF DESOTO } ss: ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within-named Thomas J. McAnally and Barbara E. McAnally, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under may hand and official seal this 21st day of May, 1976.

(SEAL)

Bobbie M. Braswell
(Signature)

Notary Public
(Title)

My Commission Expires:
Feb. 19, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 30 minutes A. M. 21 day of May 1976, and that the same has been recorded in Book 200 Page 151 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 21 day of May 1976.

Fees $ 5.00 pd.

SEAL H. P. Ferguson CLERK

CANCELLED BY AUTHORITY. RECORDED IN BOOK
536 PAGE 400
THIS 14 DAY OF March 19 91
W. E Klaus
Chancery Clerk by DC

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CANCELLED BY AUTHORITY. RECORDED IN BOOK
536 PAGE 178
THIS 12 DAY OF March 19 91
W. E Klaus
Chancery Clerk by DC

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PURCHASE MONEY
DEED OF TRUST

FOR AND IN CONSIDERATION OF THE SUM of $10.00, cash in hand paid by John L. Kennedy, Trusteee, and other considerations hereinafter set out, the receipt of all of which is hereby acknowledged, the undersigned Mortgagors hereby convey and warrant unto Trustee, the following described property:

6.679 acres in Section 22, Township 2 South, Range 6 West, DeSoto County, Mississippi; Being farm number 36 Phase II, of Lewisburg Farms as recorded in Plat Book 13 pages 9, 10, and 11 in the office of the Chancery Clerk of DeSoto County;, Mississippi.

IN TRUST to secure our promissory note of even date in the sum of $17,500.00 with interest after date at the rate of 8% per annum, and payable to Lewisburg Farms, Inc. in monthly installment of $ 167.24 , the first being due on the 15 day of February 1976 and a like installment on the 15thday of every month thereafter until all debt, both principal and interest shall be paid in full; also to secure attorney fees, or collection charges as provided in the note, and for any further amounts that may be furnished us.

We, reserve the right to anticipate any part of the debt.

We, agree to promptly pay all taxes, and assessments levied against said property and should we fail to pay same, any holder of this debt may pay same and charge it to our account as an advance under this Deed of Trust.

If we punctually pay each installment of this debt when due and comply with the other covenants, then this conveyance shall be void, but should we fail to carry out any covenant contained herein, then any legal Holder of this debt may accelerate it and declare the entire debt secured hereby due; and said Trustee may take immediate possession of said property and sell the same at public outcry to the highest bidder for cash, in front of the south door of the Court House of Marshall County, Mississippi, after first advertising the time, terms, and place of sale as provided by law. The Trustee may fix the date of sale, and the proceeds shall be first applied to the cost of making and executing this trust and the payment of the secured debt; the balance, if any, as the law directs.

Any legal Holder of this debt may substitute a trustee.

Witness our signatures this the 7th day of ~~February~~ May 1976.

Joel B. Sneed
Joel B. Sneed

Debra D. Sneed
Debra D. Sneed

STATE OF MISSISSIPPI
COUNTY OF MARSHALL

Personally appeared before me, the undersigned authority in and for said County and State, the within named Joel B. Sneed and Debra D. Sneed whose signatures appear to the foregoing Deed of Trust, and who each severally acknowledge that they signed and delivered said Deed of Trust on the day and year of its date, for the purposes stated therein as and for their free and voluntary acts and deeds.

Witness my hand and seal of office this the 7th day of ~~February~~ May 1976.

(SEAL)

My Commission Expires:

Wanda H Pannell
Notary Public

My Commission Expires Oct. 10, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 15 mirutes A. M. 21 day of May 1976, and that the same has been recorded in Book 200 Page 155 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 21 day of May 1976.

H. H. Ferguson CLERK

Fees $ 2.50 pd.

Partial Release of this Instrument Recorded in Real Estate TID Book No. 245 Page 507
This 11 day of July 19 79
J.D. Ferguson Clerk

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STATE OF MISSISSIPPI
COUNTY OF ~~MARSHALL~~ DESOTO

PURCHASE MONEY
DEED OF TRUST

FOR AND IN CONSIDERATION OF THE SUM of $10.00, cash in hand paid by John L. Kennedy, Trustee, and other considerations hereinafter set out, the receipt of all of which is hereby acknowledged, the undersigned Mortgagors hereby convey and warrant unto Trustee, the following described property:

COMMENCE at the Northeast corner of the Southwest one-quarter of the Northeast one-quarter of Section 21, Township 2 South, Range 5 West, DeSoto County, Mississippi.

Thence run South 23' 55' East 84.8 feet to a point;
Thence run South 44' 41" East 817.8 feet to a point;
Thence run South 89° 11' 52" West 445.01 feet to the Point of Beginning;
Thence run South 72° 54' 50" West 327.07 feet to point on east line of public road;
Thence run North 39° 23' 12" West, along said road 425.11 feet to a point;
Thence run North 17° 24' 31" East, 27.38 feet to point on South line of Bell Road;
Thence following the South line of Bell Road, Run North 74° 12' 17" East 101.06 feet
Thence North 56° 59' 14' East 143.44 feet to a point;
Thence North 56°8' 56" East 193.38 feet to a point;
Thence North 62° 54' 38" East 281.32 feet to a point;
Thence North 1° 4' 8" West 599.26 feet to the Point of Beginning.

The above land contains 6.17 acres, more or less.

IN TRUST to secure our promissory note of even date in the sum of $ 11,400.00 with interest after date at the rate of 8% per annum, and payable to Leo V. Fortune in monthly installments of $ 95.36, the first being due on the 1st day of April 1976 and a like installment on the 1st day of every month thereafter until all debt, both principal and interest shall be paid in full; also to secure attorney fees, or collections charges as provided in the note, and for any further amounts that may be furnished us.

We, reserve the right to anticipate any part of the debt.

We, agree to promptly pay all taxes, and assessments levied against said property and should we fail to pay same, any holder of this debt may pay same and charge it to our account as an advance under this Deed of Trust.

If we punctually pay each installemt of this debt when due and comply with the other covenants, then this conveyance shall be void, but should we fail to carry out any covenant contained herein, then any legal Holder of this debt may accelerate it and declare the entire debt secured hereby due; and said Trustee may take immediate possession of said property and sell the same at public outcry to the highest bidder for cash, in front of the south door of the Court House of Marshall County, Mississippi, after first advertising the time, terms and place of sale as provided by law. The Trustee may fix the date of sale, and the proceeds shall be first applied to the cost of making and executing this trust and the payment of the secured debt; the balance, if any, as the law directs.

Any legal Holder of this debt may substitute a trustee.

Witness our signatures this the 7th day of May 1976.

David E. Bardwell

Ydell Bardwell

STATE OF MISSISSIPPI
COUNTY OF MARSHALL
Personally appeared before me, the undersigned authority in and for said County and State, the within named David E. Bardwell and Ydell Bardwell whose signatures appear to the foregoing Deed of Trust, and who each severally acknowledge that they signed and delivered said Deed of Trust on the day and year of its date, for the purposes stated therein as and for their free and voluntary acts and deeds.
Witness my hand and seal of office this the 7th day of May 1976.

(S E A L)

My Commission Expires:

Notary Public
My Commission Expires Nov. 17, 1979

CANCELLED BY AUTHORITY, RECORDED IN BOOK 493 PAGE 572 THIS 13 DAY OF Dec 19 85
W.E. Davis by EC DC

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
15 minutes A. M. on the 21 day of May 1976, and that the same has
been recorded in Book 200 at Page 156 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal of office this the 21 day of May 1976.
Fees $ 2.50

157

CANCELLED BY AUTHORITY, RECORDED IN BOOK 435 PAGE 830
THIS 29th DAY OF April 19 88
W. C. Davis
Chancery Clerk
by D. Taylor D.C.

18-3-7
Partial Release of this Instrument Recorded in Real Estate T/D Book
No. 272 Page 79
This 28 day of April 19 81
H. G. Ferguson Clerk

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

INTERSTATE LAND INVESTORS, A PARTNERSHIP

of the first part, hereinafter designated as the Grantor,

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

The Hernando Bank Hernando, Ms. of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of One Hundred Eighty Thousand and No/100 ---------- DOLLARS ($ 180,000.00) evidenced by (1)one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10 per centum per annum after Date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Due and payable in 120 monthly installments of principal and interest in the amount of $2,378.74 each the first of said monthly installments being due and payable on or Before May 15, 1976 and one of said monthly installments due and payable on or before the same day of each consecutive month thereafter, until all of said indebtedness shall be paid in full, with interest from date at the rate of 10% per annum.

This trust deed is in renewal and extension of a prior trust deed in favor of The Hernando Bank dated April 1, 1974 and recorded in Real Estate Trust Deed Records of DeSoto County on April 5, 1974 in Book No. 173, Page 361.

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

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

PARCEL I: 7.27 acres, more or less, situated in the Northeast Quarter of Section Eighteen (18), Township Three (3), Range Seven (7) West, and more particularly described as follows: BEGINNING at a point in the west right-of-way of McCracken Road (sometimes called McIngvale Road) that is 1252.8 feet South of the North line of said Section 18; thence South 5° 37 minutes East alongsaid right-of-way 232 feet to an iron pin at the Northeast corner of the Long lot; thence South 84° 23 minutes West along the North line of said Long lot 270 feet to an iron pin; thence South 5° 37 minutes East along the West line of said Long lot 22.3 feet to an iron pin; thence South 84° 34 minutes West 707.6 feet to an iron pin; thence North 6° 44 minutes West 334 feet to a point in the South line of the H. F. Robison lands; thence North 84 ° 34 minutes East along the South line of the Robison lands 740.05 feet to a point; thence South 5° 37 minutes East 80 feet to a point; thence North 84 ° 34 minutes East 271.2 feet to the point of beginning.

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PARCEL II: 44.47 acres in the northeast quarter of Section 18, Township 3, Range 7 West described as beginning at a point that is 40 feet south and 40 feet west of the northeast corner of Section 18, Township 3, Range 7, West; thence south 5° 5 minutes east along the west right-of-way of McIngvale Road 1,132.8feet to an iron pin in the northeast corner of the Douglas tract; thence south 84 degrees 56 minutes west along the north line of said Douglas tract 1,516.0 feet to a concrete right-of-way marker in the east right-of-way of Highway I-55; thence north 22° 49 minutes west along the said right-of-way 1,206.5 feet to a point that is 40 feet south of the north line of said Section; thence north 85° 27 minutes east and parallel to said Section line 1,883.5 feet to the point of beginning and containing 44.47 acres, more or less, as shown by the survey of J. E. Lauderdale C.E., dated January 16, 1971.

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 1st day of April 19 76

GROVER F. WALKER, JR., Individually and as a Partner d/b/a Interstate Land Investors, a general partnership

REUEL J. PARKER, Individually and as a Partner d/b/a Interstate Land Investors, a general partnership

RAYMOND B. CAHOON, Individually and as a Partner d/b/a Interstate Land Investors, a general partnership

C.E. WORRELL, Individually and as a Partner, d/b/a Interstate Land Investors, a general partnership

RALPH D. GOLDEN, Individually and as a Partner d/b/a Interstate Land Investors, a general partnership

F. E. WILHITE, Individually and as a Partner d/b/a Interstate Land Investors, a general partnership

B. J. CARNEY, Individually and as a partner d/b/a Interstate Land Investors a general partnership

HAROLD T. HOGUE, Individually and as a Partner d/b/a Interstate Land Investors a general partnership

LARRY T. BARKER, Individually and as a Partner d/b/a Interstate Land Investors, a general partnership

DAVID W. CANNON, Individually and as a Partner d/b/a Interstate Land Investors, a general Partnership

PAUL T. HUMPHREY, Individually and as a Partner d/ba Interstate Land Investors, a general partnership

STATE OF ~~MISSISSIPPI~~ TENNESSEE
COUNTY OF SHELBY

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

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

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

My Commission Expires: My Commission Expires April 9, 1979

Notary Public

STATE OF MISSISSIPPI
COUNTY OF

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

respectively of the above named

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 31st day of MARCH 1976

Notary Public

My Commission Expires:

STATE OF ~~MISSISSIPPI~~ TENNESSEE
COUNTY OF ~~DESOTO~~ SHELBY

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Grover F. Walker, Jr., Reuel J. Barker, Raymond B. Cahoon, C. E. Worrell, Ralph D. Golden, F. E. Wilhite, B. J. Carney, Harold T. Hogue, Larry T. Barker, David W. Cannon and Paul T. Humphrey who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned, individually and as partners of Interstate Land Investors, a general partnership.

Given under my hand and official seal, this the 1st day of APRIL 1976

My commission expires My Commission Expires April 9, 1979

Oscar M. Duffee
Notary Public

OF TRUST

Trustee

Clerk

Chancery Court

of Trust was filed for

30 o'clock A. M., on

April 1976

2 day of

76, on page 129

in my office.

seal of office, this 2

ie 1976

Clerk

D. C.

BROTHERS

Memphis Bank

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 May 1976, and that the same has
been recorded in Book 200 Page 157 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 21 day of May 1976.

Fees$ 1.00 pd.

SEAL H. H. Ferguson CLERK

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was
filed for record at 10 o'clock and
30 minutes A.M. 21 day of May 1976 and that the
same has been recorded in Book No.
Page records of
Trust Deeds of said County.
Witness my hand and seal this
day of 19

Clerk

S. D. D. C.

DEED OF RELEASE

TO THE CHANCERY COURT CLERK, DeSOTO COUNTY, MISSISSIPPI:

For and in consideration of the payment in full of the indebtedness described in and secured by a Trust Deed bearing date of the 17th day of January, 1973, and of record in Book 153, at Page 441, in the Office of the Clerk of the Chancery Court of DeSoto County, Mississippi, said Trust Deed having been executed by NICHOLAS GOTTEN, C. D. HAWKES, A. ROY TYRER, and MARX & BENSDORF, INC., a Tennessee corporation, to DAVID G. WILLIAMS and ERNEST WILLIAMS, III, as Trustees, the lien of said Trust Deed is hereby released and discharged, and you are hereby authorized and directed by me, the lawful owner and holder of the indebtedness secured by said Trust Deed, to note this release upon the margin of the record where the same appears in your office.

IN WITNESS WHEREOF, WILLIAM S. OGLE, one and the same as W. S. Ogle, has executed this instrument, on this 5th day of May, 1976.

William S. Ogle
William S. Ogle

STATE OF TENNESSEE

COUNTY OF SHELBY

Personally appeared before me, the undersigned Notary Public in and for said State and County, the within named WILLIAM S. OGLE, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN Under my hand and seal, this 5th day of May, 1976.

My commission expires:
MY COMMISSION EXPIRES AUG. 29, 1978

Notary Public

THIS INSTRUMENT PREPARED BY:
David G. Williams, Attorney
2020 First National Bank Building
Memphis, Tennessee 38103

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
15 minutes A. M. 21 day of May 1976, and that the same has
been recorded in Book 200 Page 162 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 21 day of May 1976.

Fees $ 2.50

SEAL H. H. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
252 PAGE 95
THIS 8 DAY OF Nov 19 79
H.D. Ferguson
CHANCERY CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

Charles M. Anderson and wife Betty J. Anderson

of the first part, hereinafter designated as the Grantor,

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

Bank of Mississippi of the third part, hereinafter designated as the Beneficiary.

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

Twelve Thousand, Seven Hundred and No/100----------DOLLARS

($12,700.00) evidenced by promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of Ten (10) per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Due and repayable on or before May 11, 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:

71 acres more or less situated in Section 9, Township 3, Range 6 West, being more particularly described as BEGINNING at the Northeast Corner of Section 9, Township 3, Range 6; thence South 88 degrees 12 minutes West 1,980 feet to the point of beginning of this description; thence South 1,318 feet; thence East 1,869 feet; thence South 1,320 feet; thence West 1,869 feet; thence North 960 feet; thence West 210 feet; thence North 1,057 feet; thence South 88 degrees 12 minutes West 466 feet; thence North 1 degree 40 minutes East 600 feet; thence North 88 degrees 12 minutes East 676 feet to the point of beginning and being part of the 87 acres deeded to Charles Mallory Anderson by petition Deed of record in Deed Book 113, page 497, Land Deed Records, DeSoto County, Mississippi.

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 11th day of May 19 76.

Charles M. Anderson

Betty J. Anderson

STATE OF MISSISSIPPI,
COUNTY OF D

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Charle M. & Betty J. Anderson who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 11th day of May 1976

My Commission Expires: My Commission Expires Feb. 3, 1979

Betty L. Hollowell
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 15 minutes A. M. 21 day of May 1976, and that the same has been recorded in Book 200 Page 163 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 21 day of May 1976.

Fees$ 5.00 pd.

SEAL H. H. Ferguson CLERK

166

CANCELLED BY AUTHORITY RECORDED IN BOOK 237, PAGE 535
THIS 6 DAY OF Feb. , 79
H. G. Ferguson
CHANCERY CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between TONY FRANK PORTERA, JR. AND WIFE, FREIDA A. PORTERA

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 ELEVEN THOUSAND THREE HUNDRED FIFTY NINE AND 32/100 ---------- DOLLARS ($ 11,359.32) evidenced by 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:

To be paid in 84 monthly payments of $135.23 beginning July 1, 1976, and due on the 1st of 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 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 and the North half of Lot 2, Section A, College Grove Subdivision located in Section 10 and 11, Township 2 South, Range 6 West, DeSoto County, Mississippi, more particularly described in plat recorded in Plat Book 13, Pages 50-53 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 17th day of May 1976

Jerry Frank Porter Jr

Freida A Porter

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

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

Given under my hand and official seal, this the 17th day of May 1976

My Commission Expires: 9-24-79

Deborah C Pennington
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 15 minutes A. M. 21 day of May 1976, and that the same has been recorded in Book 200 Page 166 records of REAL ESTATE Trust Deed of said County.
Witness my hand this the 21 day of May 1976.

Fees $ 5.00 pd.

SEAL H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
209 PAGE 438
THIS 18 DAY OF March 1977
B. B. Trousdale
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 Chester C. Sowell and wife Dorothy M. Sowell

of the first part, hereinafter designated as the Grantor,

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

Bank of Mississippi of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Two Thousand Nine Hundred Seventy-Eight Dollars and 64/100 DOLLARS ($ 2,978.64) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10 per centum per annum after Maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

to be paid in 24 monthly installments of $124.11 each beginning June 15, 1976.

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

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

3.390 acres in the Section 22, Township 2, Range 6 West, Desoto County, Mississippi; being farm number 17 of Lewisburg Farms as recorded in Plat Book 10, page 42, 43, and 44, in the office of the Chancery Clerk of Desoto County, Mississippi.

Copyright Mississippi Bankers Association

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 11th day of May 19 76

Chester C. Sowell

Dorothy M. Sowell

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 Chester C. & Dorothy M. Sowell who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 11th day of May 19 76

My Commission Expires Feb. 3, 1979

My Commission Expires: _____

Bill L Hollowell
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. 21 day of May 1976, and that the same has been recorded in Book 200 Page 169 record of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 21 day of May 1976.

Fees $ 5.00 pd.

H. H. Ferguson CLERK

172

Release of Deed of Trust

To The Chancery Clerk of ~~The~~ DeSoto County, State of Mississippi:

You are hereby authorized and directed to satisfy and cancel of record the following Deed of Trust, to-wit: One executed by Jones E. Bowden

for the benefit of Bankers Trust Savings and Loan Assoc. dated the 14th day of May 19 71 and recorded in Mortgage Record Book No. 128 Page 392 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 12th day of MAY A. D. 19 76

(SEAL)

BANKERS TRUST SAVINGS AND LOAN ASSOC.

By W.S. Weems
VICE-PRESIDENT

ATTEST:
Eldridge Boyd
SECRETARY

STATE OF MISSISSIPPI,
Hinds ~~Rankin~~ County.

Personally appeared before me the undersigned authority

in and for said County and State, the above named W.S. WEEMS and ELDREDGE Boyd who acknowledged that they signed, sealed and delivered the foregoing instrument as their voluntary act and deed.

Witness my hand and official seal this 12th day of MAY A. D. 1976

Melissa Shelton
Notary Public.

(SEAL)

My Commission Expires: NOV. 22, 1976.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
15 minutes A.M. 21 day of May 1976, and that the same has
been recorded in Book 200 Page 172 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 21 day of May 1976.

Fees $ 2.00

SEAL H. H. Seymour CLERK

Lot 987, Section E, Greenbrook

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by Bright Homes, Inc. to G. L. Oates, Trustee, Wortman & Mann, Inc. and recorded in Book 195 at Pages 151 of the Records of Deeds or Deeds of Trust in your office.

Witness my signature, this the 18th day of May, 19 76.

WORTMAN & MANN, INC.

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

STATE OF MISSISSIPPI

COUNTY OF HINDS

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

Given under my hand and official seal, this the 18th day of May, 19 76.

Sarah B. Hilliard
NOTARY PUBLIC

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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
0 minutes A. M. 21st day of May 1976, and that the same has
been recorded in Book 200 Page 173 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 21 day of May 1976.

Fees $ 2.50 pd.

SEAL H. H. Ferguson CLERK

/74

Lot 986, Section E, Greenbrook

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by Bright Homes, Inc. to G. L. Oates, Trustee, Wortman & Mann, Inc. and recorded in Book 195 at Pages 153 of the Records of Deeds or Deeds of Trust in your office.

Witness my signature, this the 18th day of May, 19 76.

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 18th day of May, 19 76.

NOTARY PUBLIC

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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
0 minutes A. M. 21 day of May 1976, and that the same has
been recorded in Book 200 Page 174 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 21 day of May 1976.

Fees $ 2.25 pd.

SEAL H. H. Ferguson CLERK

LOT LOAN: 985, 986, 987 & 988, Sec. E; and Lots 753, 784, 785, 786, 787, 769, 802, 803, 817, 819 & 821, Sec. D, Greenbrook S/D (15 Lots in Greenbrook)

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by Bright Homes, Inc. to G. L. Oates, Trustee, Wortman & Mann, Inc. and recorded in Book 195 at Pages 141 of the Records of Deeds or Deeds of Trust in your office.

Witness my signature, this the 18th day of May, 19 76.

WORTMAN & MANN, INC.

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

STATE OF MISSISSIPPI
COUNTY OF HINDS

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

Given under my hand and official seal, this the 18th day of May, 19 76.

Sarah B Hubbard
NOTARY PUBLIC

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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 0 minutes A. M. 21 day of May 1976, and that the same has been recorded in Book 200 Page 175 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 21 day of May 1976.

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

176

Lot 769 Section D, Greenbrook S/D

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by Bright Homes, Inc. to G. L. Oates, Trustee, Wortman & Mann, Inc. and recorded in Book 195 at Pages 149 of the Records of Deeds or Deeds of Trust in your office.

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

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 19th day of May, 19 76.

Sarah B Hulbert
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Jan. 27, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 0 minutes A. M. 21 day of May 1976, and that the same has been recorded in Book 200 Page 176 records of REAL ESTATE Trust Deed of said County.

Witness my hand and official seal the 21 day of May 1976.

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

Deed of Trust

KENNETH L. SOWELL, ET UX,
Grantors

To { DEED OF TRUST

WILLIAM F. HAGAN, TRUSTEE FOR CLIFTON A. SCRUGGS, ET UX,
Beneficiaries

THIS INDENTURE, Made this 20th day of May 19 76 between Kenneth L. Sowell and wife, Alecia S. Sowell, parties of the first part, and Clifton A. Scruggs and wife, Audrey F. Scruggs, 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 eight thousand dollars ($28,000.00) evidenced by their one promissory note of even date herewith, bearing interest at the rate of 8% per ~~annum after maturity~~, repayable in 204 monthly installments of $251.52 each, the first installment to become due and payable on or before July 1, 1976, and one installment payable on or before the first day of each consecutive succeeding month thereafter until the whole of said indebtedness is paid. Installments include principal and interest.

~~and as further amount that the party of the second part may furnish the party of the first part during the year 19____ and to extend~~ and the part ies of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by William F. Hagan Trustee, the part ies of the first part ha VE this day granted, bargained, and said to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~All of the agricultural products of every kind that _____ now is and will the crop of every kind to be grown by _____ and family or ~~any~~ hands working with or under _____ either as landlord or tenant or otherwise, during the year 19____ on the land that _____ may cultivate, or cause to be cultivated as landlord or tenant and all _____ farming implements of every kind and

Lot No. 4, Riley Subdivision in Section 18, Township 3 South, Range 8 West, DeSoto County, Mississippi, as per plat thereof in Plat Book 9, Page 41, in the office of the Chancery Clerk of said county; together with all improvements and appurtenances thereunto belonging.

It is agreed that the building upon said property shall be insured and kept insured against loss by fire and windstorm in a standard insurance company in the amount of at least $28,000.00, with proper mortgage clause in favor of North Mississippi Savings and Loan and Clifton A. Scruggs, et ux, and that this trust deed shall cover any premiums that may be paid by second party for the protection of this security.

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

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

THIS IS A PURCHASE MONEY DEED OF TRUST.

This Trust deed is second, junior and inferior to that certain Deed of Trust of record in Book 149, page 431, of the records of DeSoto County, Mississippi, which Deed of Trust will remain in full force and effect and will be paid by the parties of the second part in due course under the terms of said 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 part ies of the first part promptly pay the above stated indebtedness on or before the ~~time~~ as aforesaid ~~the~~ then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part ies of the second part their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature S the date written above.

Witness:

Kenneth L. Sowell

Alecia S. Sowell

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me, the undersigned authority of said County, the within named Kenneth L. Sowell and wife, Alecia S. Sowell who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 20th day of May 19 76.

MY COMMISSION EXPIRES: 8-11-78 (SEAL)

By Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.

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

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 45 minutes P M. 21 day of May 1976, and that the same has been recorded in Book 200 Page 177 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 24 day of May 1976.

SEAL H. P. Ferguson CLERK

Fees$ 2.50 pd.

Lot 17, Lewisburg Farms

STATE OF MISSISSIPPI
COUNTY OF DESOTO

ORDER TO CLERK TO CANCEL
DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS: That The Bank of Mississippi, the beneficiary, does hereby certify that a certain trust deed bearing date of the 21st day of January, 19 76, made and executed by Chester C. Sowell and Wife, Dorothy M. Sowell 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 195, Page 461, of the Records of Trust Deeds, on the 27th 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.

THIS the 13 day of May, 19 76.

By THE BANK OF MISSISSIPPI

ATTEST:

By: Peggy Mitchell

STATE OF Miss.
COUNTY OF DeSoto

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Peggy Mitchell and _____, who acknowledged that as _____ and _____, respectively, for and on behalf of and by authority of Bank of Mississippi, 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 13th day of May, 1976.

Bill L. Hollowell
Notary Public

My commission expires:
My Commission Expires Feb. 3, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 17 day of May 1976, and that the same has been recorded in Book 200 Page 178 records of REAL ESTATE Trust Deed of said County.
Witness my hand this the 24 day of May 1976.

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

Lot 819, Section D, Greenbrook

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by Bright Homes, Inc. to G. L. Oates, Trustee, Wortman & Mann, Inc. and recorded in Book 195 at Pages 147 of the Records of Deeds or Deeds of Trust in your office.

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

WORTMAN & MANN, INC.

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

STATE OF MISSISSIPPI

COUNTY OF HINDS

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

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

Sarah B. Hubbard
NOTARY PUBLIC

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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock no minutes A M. 21 day of May 1976, and that the same has been recorded in Book 200 Page 179 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 24 day of May 1976.

Fees $ 2.50 pd.

SEAL H. H. Ferguson CLERK

180

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Marty H. Webster and wife, Burla Q. Webster of DeSoto County, Mississippi the beneficiary, does hereby certify that a certain trust deed bearing date the 10th day of October 19 74, made and executed by Charles Ronald Martin and wife, Nell Ann C. Martin of DeSoto County, Mississippi to Marty H. Webster et ux., the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Hernando Trust Deed Record No. 180 on page 531 of the Record of Trust Deeds, on the 18th day of October A. D. 19 74, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said 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.

Marty H. Webster
MARTY H. WEBSTER

Burla Q. Webster
BURLA Q. WEBSTER

STATE OF MISSISSIPPI, CALHOUN COUNTY } ss.

Personally came and appeared before me, the undersigned authority in and for County and State aforesaid, Marty H. Webster et ux., Burla Q. Webster 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 7 day of MAY A. D. 19 76.

Robert L Dimon
NOTARY PUBLIC

MY COMMISSION EXPIRES:
My Commission Expires May 30, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 21 day of May 1976, and that the same has been recorded in Book 200 Page 180 records of REAL ESTATE Trust Deed of said County.
Witness my hand and official seal this the 24 day of May 1976.

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

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 422 Page 131
This the 1st day of Dec. 19 87
T.D. Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK
2437 PAGE 160
THIS 27 DAY OF March 2006
W E Davis
By D. Davis D.C. CHANCERY CLERK

USDA-FmHA
Form FmHA 427-1 MS
(Rev. 1-7-76)

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS DEED OF TRUST is made and entered into by and between CLARENCE NICHOLS and MINNIE J. NICHOLS, his wife residing in DeSoto County Mississippi, whose post office address is ROUTE 1, BOX 194-C HERNANDO, Mississippi 38632, grantor(s), herein called "Borrower," and AARON R. GOOLSBY,

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

WHEREAS, Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
May 21, 1976.	$17,500.00	8.50 per cent	May 21, 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 in the Northeast Quarter of Section 28, Township 3 (South), Range 9 (West), (DeSoto County,Mississippi), described as: BEGINNING at a point 2,399.5 feet West and 346 feet South of the Northeast Corner of said Section 28 in the middle of a public road; thence with the road North 41° 35' East 180.0 feet to a point; thence continuing with the road North 85° 30' East 31.5 feet to an iron pin; thence South 4° 30' East 457.57 feet to an iron pin; thence South 85° 30' West 161.16 feet to an iron pin; thence North 4° 30' West 332.72 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 ayone because of race, color, religion, sex or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion, sex, or national origin.

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

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

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

WITNESS the signature(s) of Borrower this 21st day of May, 19 76.

Clarence Nichols
Clarence Nichols

Minnie J. Nichols
Minnie J. Nichols

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 CLARENCE NICHOLS and MINNIE J. NICHOLS, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 21st day of May, 19 76.

William H. Austin Jr.
(Signature)

NOTARY PUBLIC
(Title)

(SEAL)

My Commission Expires: My Commission Expires May 15, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 5 o'clock no minutes P. M. 21 day of May 1976, and that the same has been recorded in Book 200 Page 181 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 24 day of May 1976.

Fees $ 5.00 pd.

SEAL H. H. Ferguson CLERK

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between Donald R. Whittenton and wife Doris Whittenton

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. 1707 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

Three Thousand Nine Hundred Twenty Four and no/100———————— DOLLARS

($ 3924.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, including interest at the rate of 7% per centum per———— annum after 5/21/76, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit: 36 payments @$109.00 each

These terms include interest charged at the rate of 7% discount, service fee charged at the rate of 1% discount and a monthly maintenance fee of $1.00 per month.

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

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

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

Lot 301, Section B, revised Greenbrook Subdivision, section 19, Township 1 South, Range 7 West, as per plat therefore recorded in plat Book 8, pages 51,52, recorded in Register's Office of Chancery Clerk of Desoto County.

TENN-41

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

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

This Deed of Trust also encumbers this property with respect to any future advances made by CREDITHRIFT 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 CREDITHRIFT 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 convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trusten, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 17th day of May 19 76.

Donald R Whittenton

Doris Whittenton

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 R. Whittenton and wife Doris Whittenton

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

Given under my hand and official seal, this the 17th day of May 19 76.

My Commission Expires:

Notary Public

NOTARY PUBLIC SHELBY CO., TENN.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 24 day of May 1976, and that the same has been recorded in Book 200 Page 185 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 24 day of May 1976.

Fees $ 5.00 pd

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CANCELLED BY AUTHORITY RECORDED IN
208 PAGE 676
THIS 23 DAY OF June 19 76
CHANCERY CLERK

Mississippi Bankers Association
UCC Form No. 4
September, 1967

FORM No. 4

DEED OF TRUST AND SECURITY AGREEMENT

Land — Farm Products — Farm Equipment

THIS agreement, this day made and entered into between Stanley K. Worsham and Marilyn T. Worsham

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

of the first part, hereinafter designated as the Debtor, whose address is 1354 Gilford Cv. West
(Street)

Southaven (City) DeSoto (County) Mississippi (State) 38671,

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

Bob Whitwell 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 Two thousand twenty-six & 56/100 Dollars ($ 2,026.56) evidenced by promissory note of even date herewith in favor of Bank, bearing interest at the rate of 11.08 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:

48 consecutive installments each in the amount of $42.22, first being due June 23, 1976, and each succeeding installment due on the 23rd.

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 3090, Section "O", in Southaven West Subdivision, on Section 26, Township 1 South, Range 8 West, by the plat recorded in Plat Book 5, Pages 12 and 13, in the Office of the Chancery Clerk of said County.

LAWYERS-GREENWOOD 82175

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

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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 17th day of May 19 76

FIRST NATIONAL BANK, HERNANDO
Bank

By _____

Stanley K. Worsham
Debtor

By Marilyn T. Worsham

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 Stanley K. Worsham and Marilyn T. Worsham

who severally acknowledged that they (he—she—they) signed and delivered the above and foregoing deed of trust and security agreement on the day and year therein mentioned.

Given under my hand and official seal, this the 17th day of May 19 76

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, _____

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
20 minutes A. M. 24 day of May 1976, and that the same has
been recorded in Book 200 Page 188 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 24 day of May 1976.

SEAL H. H. Ferguson CLERK

Fees $ 5.00 pd.

CANCELLED BY AUTHORITY RECORDED IN BOOK 728 PAGE 423
THIS 5 DAY OF Oct. 19 94
W. E. Davis by M. Graham D.C.

CANCELLED BY AUTHORITY RECORDED IN BOOK 304 PAGE 410
THIS 28 DAY OF Sept 1983
W. D. Ferguson
CHANCERY CLERK

DEED OF TRUST

MISSISSIPPI

This Indenture, made by and between (Landowner) James C Brown & Dorothy L Brown

party of the first part; (Dealer) Dick Moore, Inc party of the second part, as Trustee; and

(Lender) Advance Mortgage Corporation party of the third part, WITNESSETH:

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

Lot 2 in McCarson Subdivision as shown by the Plat recorded in Plat Book 4, page 7 in the office of the Chancery Clerk of said County in Section 35, Township 1, Range 9.

This conveyance is made in trust, however, to secure the payment of $ 19,131.84, evidenced by that certain Security Agreement and Disclosure of Transaction, of even date herewith, executed by James C & Dorothy L Brown, as Debtor ("Debtor"), to Advance Mortgage Corporation as Secured Party, pursuant to which Debtor has agreed to pay the aforementioned indebtedness in 144 consecutive monthly installments, the first of which is due and payable on the 28th day of June, 19 76, 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 party 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 Debtor or the party of the first part shall pay all of the indebtedness secured hereby this convevance shall be null and void and shall be released at his expense, but if Debtor or said party of the first part shall fail to pay indebtedness 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 security agreement, 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."

In the event of any default in the payment of the indebtedness hereby secured, or in the performance of any of the covenants contained in this trust deed or said security agreement, the holder of the indebtedness secured hereby shall have the right to exercise any of the rights and remedies provided for herein or in said security agreement, either concurrently or in such order as such holder may elect; and the exercise of the rights and remedies provided in either of said security instruments shall not constitute a release or waiver of the other security instrument.

WITNESS the signature of the party of the first part, on this the 14 day of May, 19 76.

X James C. Brown
Owner of Real Estate

X Dorothy L. Brown
Spouse

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STATE OF Tenn
COUNTY OF Shelby } ss.

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named James C. Brown & Dorothy L Brown who acknowledged that t hey signed and delivered the foregoing trust deed on the day and year therein mentioned as voluntary act and deed.

Given under my hand and seal this the 14 day of May, 19 76

My commission expires:

4/14/80

Notary Public

DEBTOR'S CONSENT

(To be executed if Debtor(s) and owner of real estate are not one and the same)

Debtor(s) hereby agree(s) to all of the terms and conditions of the foregoing deed of trust, insofar as Debtor's rights could or might be affected thereby.

STATE OF
COUNTY OF } ss.

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named , who acknowledged that he signed and delivered the foregoing debtor's consent on the day and year therein mentioned as voluntary act and deed.

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

My commission expires:

Notary Public

AFTER RECORDING RETURN TO
[illegible]
MEMPHIS,

TRU

FOR

STATE OF MISSIS
County of De

I, H. D. Ferguson, Clerk of the County Court and ex-officio Recorder in and for the County and State aforesaid, do hereby certify that the within instrument of writing was filed in my office on the 24th day of May A.D. 19 76 at 10 o'clock A M., and has been this day duly recorded in Book 200 at page 191 of the Deed Record

WITNESS my hand and official seal this the day of

TITLE INSURANCE protection against real

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 24 day of May 1976, and that the same has been recorded in Book 200 Page 191 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 24 day of May 1976.
Fees $ 3.00 pd. SEAL H. D. Ferguson CLERK

Dick Moore, Inc.
2830 Poplar Ave.
Memphis, Tenn
38114

CANCELLED BY AUTHORITY RECORDED IN BOOK 220 PAGE 622 THIS 18 DAY OF Jan 19 78
R. D. Ferguson CHANCERY CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

MILLS E. BARBEE AND WIFE, ELOIS M. BARBEE

of the first part, hereinafter designated as the Grantor,

WILLIAM W. BALLARD Trustee, of the second part, hereinafter designated as Trustee, and

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

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

FOUR THOUSAND TWO HUNDRED TWENTY FOUR & 96/100---------- DOLLARS

($ 4,224.96) 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; Being due and payable in Thirty-six (36) monthly installments of $117.36 One Hundred Seventeen & 36/100, the first of said installments due on or before July 5, 1976, and one of said installments due 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 Lot 34 Section A, Hernando Estates Subdivision, Hernando, DeSoto County, Mississippi State of Mississippi, and more particularly described as follows, to-wit:

Being located in DeSoto County, Mississippi, and being part of the West Half of Section 7, Township 3, Range 7 West, being Lot 34, Section A, Hernando Estates Subdivision, as recorded in Plat Book 3, Pages 33-34, in the Chancery Clerk's Office of DeSoto County, Mississippi, to which recorded reference is hereby made for a more particular description.

A failure to pay said indebtedness 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.

Copyright Mississippi Bankers Association

Makers of said note shall have the right to pay all or any part of the said indebtedness before maturity without penalty.

This Deed of Trust is second and subordinate to Deed of Trust in favor of Schumacher Mortgage Company, Inc., recorded in Trust Deed Book 100, Page 197, dated February 23, 1968, and assigned by instrument of record in Real Estate Trust Deed Book, 100, Page 569, all of record in the Office of the Chancery Clerk of DeSoto County, Mississippi.

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

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

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

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

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

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

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

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

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

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

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

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

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

Mills E. Barbee

Mills E. Barbee

Elois M. Barbee

Elois M. Barbee

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

Mills E. Barbee and wife, Elois M. BArbee 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 May 19 76

My Commission Expires: My Commission Expires May 7, 1977

Barbara B Scott
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
no minutes A M. 24 day of May 1976, and that the same has
been recorded in Book 200 Page 193 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 24 day of May 1976.

Fees$ 4.50 pd.

H. H. Ferguson
CLERK

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5065

This instrument prepared by: PREPARED BY: SIDNEY M. KATZ, ATTY. 404 [illegible] BLD. MEMPHIS, TENN. [illegible]

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed heretofore recorded in the Office of Chancery Clerk of Desoto Cy. Miss. certain real property was conveyed by the hereinafter named grantor to ALLIED INVESTMENT COMPANY as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed; and

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

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

GRANTOR	Date of Instrument	Recorded	Description of Property
Ellsworth L. Ragan and wife, Barbara E. Ragan	December 31, 1963	Book 74 Page 57	Lot 665, Section "C" of Southaven Subdivision in Section 23

NOW, THEREFORE, in consideration of the premises the undersigned ERIE COUNTY SAVINGS BANK as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claim s and convey s unto said grantor s their heirs and assigns all 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, ERIE COUNTY SAVINGS BANK, covenants with the said grantor s that they the legal owner and holder of the notes described in and secured by said trust deed, and that they have the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said ERIE COUNTY SAVINGS BANK has hereunto set their hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 21st day of April 19 76

ERIE COUNTY SAVINGS BANK

Kenneth R. Fosburg
Vice President & Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

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

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

_____ Notary Public

My commission expires _____ day of _____ 19____

STATE OF ~~XXXXXXXX~~ NEW YORK
COUNTY OF ~~XXXXXX~~ ERIE

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared Kenneth R. Fosburg, Vice President & Secretary with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the (above) ~~XXXXXXXX~~ President of the ERIE COUNTY SAVINGS BANK the within named bargainor, a corporation, and that he as such (above) ~~XXXXXX~~ 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 & Secretary.

WITNESS my hand and seal at office in Buffalo, New York this 21st day of April 19 76

Maureen Oates
Notary Public

My commission expires [illegible] day of _____ 19____

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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 24 day of May 1976, and that the same has been recorded in Book 200 Page 196 records of REAL ESTATE Trust Deed of said County.
Witness my hand [illegible] the 24 day of May 1976.

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

CANCELLED BY AUTHORITY RECORDED IN BOOK 217 PAGE 240
THIS 18 DAY OF Oct. 1977
CHANCERY CLERK

Return to:

JOHNSON & KEE
ATTORNEYS AT LAW
5100 POPLAR - SUITE 2929
MEMPHIS, TENN. 38137

GENERAL ASSIGNMENT OF RENTS

THIS ASSIGNMENT, made this 17th day of May, 19 76, by WILLIAM VERNON UHLHORN and WILLIAM BAYNE UHLHORN, hereinafter called "Assignor", to Germantown Trust Savings and Loan Association, having a principal place of business in Germantown, Tennessee, hereinafter called "Assignee";

W I T N E S S E T H:

For value received, the Assignor hereby grants, transfers, assigns and sets over to the Assignee the rents, issued and profits derived or to be derived by Assignor and its successors in interest, from the following described real property, in Memphis, Shelby County, Tennessee:

As described on Exhibit "A" attached hereto and made a part hereof.

Assignor does further nominate and appoint Assignee as its Attorney-in-Fact, in Assignor's name, place and stead (with or without taking possession of said property) to collect said rents and/or file legal action therefor if unpaid, including actions for unlawful detainer, and to rent or lease all or any portion of said property to any party or parties at such rental and upon such terms and conditions as Assignee in its discretion may determine.

It is understood and agreed, however, and specifically made a part of this Assignment, that this Assignment is not to operate unless and until there is a default in the note evidencing indebtedness secured by lien of deed of trust of record as Instrument No. 200-127, Register's Office of DeSoto County, Mississippi, or in the observance or performance of any of the terms and conditions of said deed of trust, or of any other instrument evidencing or securing said indebtedness. The Assignor irrevocably consents that a lessee under any lease, upon demand and notice from Assignee of owner's default, shall pay the rents, issues and profits under its lease to Assignor

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without liability to the lessee for determination of the actual existence of any default claimed by Assignee.

In the event there is a default making this Assignment operative, Assignee, in the collection of said rents shall first charge against said collection reasonable expenses in connection therewith, the balance to be applied as follows:

1. To the payment of the obligations set forth in said note and deed of trust and any other instrument evidencing or securing said loan indebtedness other than principal and interest as provided in said note.

2. To the payment of interest as provided in said note.

3. To the payment of principal as provided in said note.

4. Balance, if any, to be held for the benefit of the parties, as their interests may appear.

The Assignor does hereby further consent and agree that in case of default making this Assignment operative, Assignee may enter into and take possession of the property hereinabove described at Assignee's option. It is understood and agreed that in the event Assignee should exercise its option to take possession of said property that Assignee may operate the property through an agent or independent contractor.

Assignee shall not be liable for any loss sustained by the Assignor resulting from the Assignee's failure to let the premises after default or from any other act or omission of the Assignee in managing the premises after default unless such loss is caused by the willful misconduct and bad faith of the Assignee.

It is understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of said premises upon the Assignee, nor for the carrying out of any of the terms and conditions of any leases; nor shall it operate to make the Assignee responsible or liable for any waste committed on the property by the lessees or any other

party, or for any dangerous or defective conditions of the premises, or for any negligence in the management, upkeep, repair of control of said premises resulting in loss or injury or death to any lessee, licensee, employee or stranger.

It is further understood that no security deposit by the lessees with the Assignor under the terms of any leases has been transferred to the Assignee, and that the Assignee assumes no liability for any security so deposited.

Assignor agrees to make no amendment of a lease which would lessen the obligations of any lessee or guarantor thereunder or advance collections of rents or other sums due the lessor under such a lease without Assignee's prior written consent.

Assignor further agrees: to provide Assignee with a specific assignment of such leases, including all amendments thereto, as Assignee may require from time to time, whether such leases are now in existence or are entered into during the term of the loan evidenced by the aforesaid note; that Assignee is authorized to notify lessees of the existence of such specific assignments or of this general assignment; that unless otherwise specified by Assignee, all future leases are to be approved by Assignee which approval shall not be unreasonably withheld.

The covenants and agreements herein contained shall bind, and the benefits and advantages shall inure, to the 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.

The exclusive remedies of Assignee for failure of Assignor to perform any of the terms, covenants and provisions of this Agreement shall be the remedies provided in this Assignment, the note for which this Assignment is collateral security and the deed of trust securing said note.

Upon payment in full of the entire indebtedness secured

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hereby, as evidenced by a recorded satisfaction or release of the deed of trust securing same, this Assignment shall be void and of no effect and said recorded satisfaction or release shall automatically operate to release this Assignment of record.

IN WITNESS WHEREOF, this General Assignment of Rents has been executed this 17th day of May, 1976, by Assignor.

William Vernon Uhlhorn
WILLIAM VERNON UHLHORN

William Bayne Uhlhorn
WILLIAM BAYNE UHLHORN

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, a Notary Public in and for State and County, duly commissioned and qualified, personally appeared WILLIAM VERNON UHLHORN and WILLIAM BAYNE UHLHORN to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this 17th day of May, 1976.

NOTARY PUBLIC

My Commission Expires:
11-8-79

This Instrument Prepared by and
to be returned to:

JOHNSON & KEE
Attorneys at Law
Suite 2929, 5100 Poplar Avenue
Memphis, Tennessee 38137

TG # 209667

EXHIBIT A

Part of the Southwest Quarter of Section Thirty-five (35), Township One (1), Range Six (6), West in DeSoto County, Mississippi, more particularly described as follows:
BEGINNING at an iron pin in the Northeast right-of-way of U.S. Highway #78 (100 feet wide), said point being 811.34 feet Southeast of the intersection of the Northeast right-of-way of U.S. Highway #78 and the West line of Section 35, Township 1, Range 6 West; THENCE, North 38 degrees 16 minutes East 585.88 feet to an iron pin in the South right-of-way of the Frisco Railroad; THENCE, South 51 degrees 44 minutes East along said railroad right-of-way 251 feet to an old iron pin; THENCE, South 13 degrees 16 minutes West along the West line of the Forging Die Engineering Company property 819.85 feet to an iron pin in the North right-of-way of U.S. Highway #78, said point also being 89.27 feet Northwest of the intersection of the Northeast right-of-way of said Highway with the South line of Section 35, Township 1, Range 6 West; THENCE, North 37 degrees West along the North line of said Highway 617.86 feet to the beginning, containing 6.159 acres of land.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 24 day of May 1976, and that the same has been recorded in Book 200 Page 147 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 24 day of May 1976.

Fees$ 6.00 pd. SEAL H. P. Ferguson CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Aurelia B. Jones, Cashier

of Peoples Bank and Trust the beneficiary, does hereby certify that a certain trust deed bearing date the 9th. day of March 19 73, made and executed by Jess Bigelow and wife, Seleita Bigelow of , to Peoples Bank and Trust the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County County, in the State of Mississippi in Real Estate Trust Deed Record No. 155 on page 509 of the Record of Trust Deeds, on the 19th. day of March A. D. 19 73, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County, to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

Peoples Bank and Trust

By: Aurelia B. Jones Cashier

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Guy M. Loftin, a Notary Public in and for County and State aforesaid, Aurelia B. Jones, Cashier Peoples Bank and Trust who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 20th. day of May A. D. 19 76

Guy M. Loftin

Notary Public My Commission Expires Jan. 18, 1977

LAWYERS-GREENWOOD 87344

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A.M. 24 day of May 1976, and that the same has been recorded in Book 200 Page 202 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 24 day of May 1976.

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

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Peoples Bank & Trust, of Olive Branch, Miss the beneficiary, does hereby certify that a certain trust deed bearing date the 26 day of March 1976, made and executed by James C. Bennett and wife, Wilma W. Bennett 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 198 on page 214 of the Record of Trust Deeds, on the 7 day of April 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.

Peoples Bank & Trust, Olive Branch, Miss 38654

Janice C Payne

STATE OF MISSISSIPPI, DeSoto County. } ss.

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

Given under my hand and seal of office this 20 day of May A. D. 1976

My Commission Expires Jan. 18, 1977

LAWYERS-GREENWOOD 67644

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 24 day of May 1976, and that the same has been recorded in Book 200 Page 203 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 24 day of May 1976.

Fees $ 2.50 pd. H. H. Ferguson CLERK

This instrument prepared by: Hilda Sullivan

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Register's Office of Shelby County, Tennessee, certain real property was conveyed by the hereinafter named grantor, to Homemakers Finance Service, Inc. 1389 Stateline Rd., Southaven, Miss. 38671 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	Book	Page	Description of Property
Foster Kenneth Brown and wife Helen F. Brown	8/8/75	9-15-75	190	431	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, Miss.

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 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, 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 has the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said Homemakers Finance Service, Inc. has hereunto set their hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 3rd day of May 19 76

Homemakers Finance Service, Inc.

X [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____

STATE OF ~~TENNESSEE~~ TEXAS
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 vice President of the Homemakers Finance Service, Inc. the within named bargainor, a corporation, and that he as such vice President being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as vice President.

WITNESS my hand and seal at office in _____, this 11th day of May 19 76

[signature]
Notary Public

My commission expires MY COMMISSION EXPIRES JUNE 1, 1977 day of _____ 19____

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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 20 minutes A M. 24 day of May 1976, and that the same has been recorded in Book 200 Page 204 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 24 day of May 1976.

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

CANCELLED BY AUTHORITY RECORDED IN BOOK 209 PAGE 377
THIS 18 DAY OF March 19 77
CHANCERY CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

United Local Development Co., Inc.

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 Five hundred twenty thousand and 00/100---------- DOLLARS ($ 520,000.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of eleven per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

On or before December 1, 1976.

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

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

County of DeSoto

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

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 Clerks office, DeSoto County, Mississippi, containing 3.467 acres, more or less.

Copyright Mississippi Bankers Association

CANCELLED BY AUTHORITY RECORDED IN BOOK 208 PAGE 27
THIS 27 DAY OF Jan 19 77
H. L. Ferguson
CHANCERY CLERK

This Deed of Trust also covers any and all improvements which now exist or may be hereafter acquired to said property inclusive of all equipment as evidence by security agreements and financial statement securing note #4266 of Equipment Engineering Company dated 4/8/76 in the amount of $57,275.50.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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

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

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

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

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

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

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

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

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

UNITED LOCAL DEVELOPMENT CO., INC.

By: Ernest Joyner III

Ernest Joyner III, Secretary-Treas.

STATE OF MISSISSIPPI,
COUNTY OF

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

who severally acknowledged that

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

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

My Commission Expires: .....

Notary Public

STATE OF MISSISSIPPI
COUNTY OF ~~DeSoto~~ LEE

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

Ernest Joyner III, Secretary-Treas.

~~xxxxxxxxxx~~of the above named United Local Development Co., Inc.

a corporation, who severally 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 21st day of May 19 76

Notary Public

My Commission Expires MY COMMISSION EXPIRES JAN. 22, 1977

LAND DEED OF TRUST

from

to

Trustee

Filed for Record May 24, 1976
2:00 o'clock P. M.

Clerk

STATE OF MISSISSIPPI
County

Chancery Court

I certify that this Deed of Trust was filed for record in my office at 2:00 o'clock P M., on the 24 day of May, 1976 and was duly recorded the day of , 19 , on page

Book No. in my office.

Witness my hand and seal of office, this day of , 19

Clerk

D. C.

PUBLISHED BY HEDERMAN BROTHERS
JACKSON, MISSISSIPPI

5.00 pd. Amos

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock no minutes P M. 24 day of May 1976, and that the same has been recorded in Book 200 Page 205 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 25 day of May 1976.

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

Paid, Satisfied and Cancelled
This 23 day of Dec 19 83
The Hernando Bank
Hernando, Miss.
W. C. Thompson Jr. V.P.
Attest
A. B. Ferguson
Chancery Clerk D'Hernando

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

CHARLES ANDY DAUGHERTY and wife, JANELLE CLAIRE MICHAEL DAUGHERTY,

of the first part, hereinafter designated as the Grantor,

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

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

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

FORTY-TWO THOUSAND SIX HUNDRED and 00/100 ----------DOLLARS

($ 42,600.00) 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:

Repayable in eighty-three (83) monthly instalments of Five Hundred Seven and 14/100 Dollars ($507.14) each and one (1) final instalment of Five Hundred Seven and 38/100 Dollars ($507.38), commencing on the 20th day of June, 1976, with each subsequent and succeeding instalment being due on the 20th day of each month thereafter, with the final instalment, if not sooner paid, being due and payable on May 20, 1983.

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

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

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

The East Half of the West Half of the Southeast Quarter of Section 26, Township 2 South, Range 7 West, containing 40 acres of land and being the East Half of the 80 acres of land conveyed to James E. Wilkinson and wife, Bobbie J. Wilkinson, by Sandy Betts by Warranty Deed recorded in Deed Book 69, Page 571, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

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

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

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

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

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

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

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

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

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

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

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

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

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

Charles Andy Daugherty

Janelle Claire Michael Daugherty

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Charles Andy Daugherty and wife, Janelle Claire Michael Daugherty, who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

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

My Commission Expires: Jan. 18, 1978

David A. Gustafson
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 5 o'clock
no minutes P M. 24 day of May 1976, and that the same has
been recorded in Book 200 Page 209 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 25 day of May 1976.

H. H. Ferguson CLERK

Fees $ 5.00 pd.

212

DEED OF TRUST

THIS INDENTURE made this 24th day of May, 19 76, between Charles Andy Daugherty and wife, Janelle M. Daugherty of the County of ~~Monroe~~ DeSoto and State of Mississippi, parties of first part, and David W. Houston, III of the County of Monroe and State of Mississippi, party of the second part, and James E. Wilkinson and wife, Bobbie J. Wilkinson of the County of Monroe and State of Mississippi, parties of the third part.

WITNESSETH, That whereas, said parties of the first part are indebted to said parties of the third part in the sum of Twelve Thousand and 00/100 DOLLARS, as evidenced by a promissory note in the amount of $12,000.00 bearing interest at the rate of 10% per annum due and payable in one (1) installment of principal plus all accrued interest on or before May 23, 1977, and that said parties of the first part, being desirous of securing the prompt payment of said indebtedness at its maturity:

Now This Indenture Witnesseth, That said parties of the first part, for and in consideration of the sum of Ten Dollars, to him in hand paid by said party of the second part, the receipt of which is hereby acknowledged, have granted, bargained, sold, released, conveyed and confirmed, and by these presents do grant, bargain, sell, release, convey and confirm unto the said party of the second part, his successor or successors in office the following described property, situated in the county of Monroe and State of Mississippi, and more particularly designated and described as follows, to-wit:

The East Half of the West Half of the Southeast Quarter of Section 26, Township 2, Range 7 West, De Soto County, Mississippi, containing 40 acres, more or less, subject to the right-of-way on the South side for a public road.

To have and to hold the above described property, with all its improvements, to the only proper use, benefit and behoof of him, the said party of the second part, his successor or successors in office forever.

And the said parties of the first part, for themselves, their heirs, executors and administrators, covenant with the said party of the second part his successor or successors in office, that they are lawfully seized and possessed of said property, and will forever warrant and defend the title to the same against the claim or claims of all persons whatsoever.

In trust, nevertheless, for the following use, intent and purpose, and none other, to-wit: Should said parties of the first part fail to pay and satisfy said note, at maturity, then it shall be the duty of the said party of the second part, at the request of the said parties of the third part or either of them, after giving 21 days notice of the time and place of sale ~~xx~~ by publication in a newspaper as required by law in said county, to proceed to sell at public auction in said county at the time and place mentioned in said notices, for cash in hand, to the highest bidder, all the above described property, or a sufficiency thereof to satisfy the debt and interest and the cost of executing this trust; and the proceeds of said sale shall first be applied to the payment of the debt and the interest thereon, and the cost of executing this trust; and the balance if any there be, shall be paid over to the said parties of the first part.

But should said parties of the first part well and truly pay off said note at maturity, then this Deed to be void and of no effect; otherwise to remain in full force and virtue.

It is further understood and agreed by the parties hereunto, that if said David W. Houston, III Trustee, as aforesaid, shall from any causes, become unable or unwilling to execute this Deed of Trust, then it shall be lawful for the said James E. Wilkinson and wife, Bobbie J. Wilkinson or their executors, administrators or assigns, under their hands to appoint another trustee in the place of said David W. Houston, III with full power to execute the same according to its terms, and whose actings and doings in the premises shall be as binding as if done by the said David W. Houston, III Trustee.

In testimony of which said parties of the first part have hereunto set their hands this day and date first above written.

Charles Andy Daugherty (SEAL)

Janelle M. Daugherty (SEAL)

(SEAL)

(SEAL)

STATE OF MISSISSIPPI
DeSoto ~~MONROE~~ COUNTY } Personally appeared before me a Notary Public of the County of Monroe, the within named Charles Andy Daugherty and wife, Janelle M. Daugherty who acknowledged that they signed, sealed, and delivered the foregoing Deed of Trust on the day and year therein mentioned as their act and deed.

Given under my hand and Seal this 24th day of May, 19 76

My Commission Expires: 1/18/78 NOTARY PUBLIC

STATE OF MISSISSIPPI
MONROE COUNTY } I, JOHN E. JOHNSON, Clerk of the Chancery Court of said county do hereby certify that the within Deed of Trust was filed for record in my office on the ____ day of ____ 19____, at ____ o'clock ____ M., and that the same together with the certificate ____ in book ____ page ____ of ____

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 5 o'clock 05 minutes P 24 day of May 1976, and that the same has been recorded 200 Page 212 of said County records of REAL ESTATE Trust Deed

Witness my hand and seal of office this the 25 day of May 1976.

SEAL H. H. Ferguson CLERK

Fees 2.50

CANCELLED BY AUTHORITY RECORDED IN BOOK 237 PAGE 460
THIS 15 DAY OF March 1979
H. H. Ferguson CHANCERY CLERK

PARTIAL RELEASE

FOR VALUE RECEIVED the undersigned, BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, a Mississippi corporation, does hereby release from the lien of that certain deed of trust executed by REEVES-WILLIAMS, INC., to Stuart Robinson, Trustee for Bankers Trust Savings and Loan Association, dated March 6, 1974, and recorded in the office of the Chancery Clerk of the County of Desoto, in Book 173 at Page 509 thereof, the following described land and property lying and being situated in the of Desoto County, Mississippi, to-wit:

Lot 972 of GREENBROOK SUBDIVISION, SECTION "E", in Section 19, Township 1 South, Range 7 West, as per a plat thereof, in Plat Book 9, at Page 44, in the office of the Chancery Clerk of DeSoto County, Mississippi, reference to which is made in aid of and as a part of this description.

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

WITNESS THE SIGNATURE of Bankers Trust Savings and Loan Association, this the 7th day of May, A. D. 1976.

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION

BY: Jerry Jackson

JERRY JACKSON, VICE PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally came and appeared before me, the undersigned Notary Public in and for said County and State, JERRY JACKSON, personally known to me to be a Vice President of Bankers Trust Savings and Loan Association, a Mississippi corporation, who acknowledged that for and on behalf of said corporation and as its act and deed, he signed and delivered the above and foregoing Partial Release on the day and year therein mentioned, and for the intent and purposes therein expressed, he being first duly authorized so to do by said corporation.

GIVEN under my hand and official seal of office, this the 7th day of May, A. D., 1976.

Sandy McBrayer
NOTARY PUBLIC

My Commission Expires:

My Commission Expires January 15, 1980

L-DL-4

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 45 minutes A M. 25 day of May 1976, and that the same has been recorded in Book 200 Page 213 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 25 day of May 1976.

Fees 2.50 pd.

214

Lot 211 Section B, Eastover

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by First Realty Building Corporation to Rowan H. Taylor, Trustee, Wortman & Mann, Inc. and recorded in Book 195 at Pages 127 of the Records of Deeds or Deeds of Trust in your office.

Witness my signature, this the 20th day of May, 1976.

WORTMAN & MANN, INC.

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

STATE OF MISSISSIPPI

COUNTY OF HINDS

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

Given under my hand and official seal, this the 20th day of May, 1976.

Sarah B. Tubbs
NOTARY PUBLIC

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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 45 minutes A. M. 25 day of May 1976, and that the same has been recorded in Book 200 Page 214 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 25 day of May 1976.

Fees $ 2.50

SEAL H. P. Ferguson CLERK

DEED OF TRUST

THIS DEED OF TRUST is made this 12th day of MAY, 19 76 among the Grantor, Chester C. Sowell and wife, Dorothy M. Sowell (herein "Borrower"), Tom B. Scott, Jr. (herein "Trustee"), and the Beneficiary, Unifirst Federal Savings & Loan, a corporation organized and existing under the laws of the United States of America, whose address is P.O.Box 1818, Jackson, MS 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 17, Lewisburg Farms, Phase 1, in Section 22, Township 2, Range 6 West, DeSoto County, Miss., as shown by plat appearing of record in Plat Book 10, Pages 42-44 in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

which has the address of 201 East Broadway (Street), Olive Branch (City), Mississippi 38654 (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 May 12, 1976 (herein "Note"), in the principal sum of Twenty Eight Thousand Five Hundred and no/100---------- Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2006; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

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

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

CANCELLED BY AUTHORITY RECORDED IN BOOK
250 Page 719
THIS 24 day of Oct 19 77
W. D. Ferguson
CHANCERY CLERK

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

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

2. Funds for Taxes and Insurance. Subject to 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.

Chester C. Sowell
Chester C. Sowell —Borrower

Dorothy M. Sowell
Dorothy M. Sowell —Borrower

STATE OF MISSISSIPPI, DeSoto County ss:

On this 12th day of May, 19 76, personally appeared before me, the undersigned authority in and for said County and State, the within named Chester C. Sowell and Dorothy M. Sowell, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office.

My commission expires:
1-8-80

Deborah B. Ambro
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock and 45 minutes A. M. 25 day of May

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
45 minutes A M. 25 day of May 1976, and that the same has been recorded in Book 200 Page 215 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 25 day of May 1976.

Fees $ 5.00 pd.

SEAL H. P. Ferguson CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

LEE A. SIGLER, JR. and wife, BRENDA SIGLER, Party

of the first part, hereinafter designated as the Grantor,

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

SECURITY BANK OF SOUTHAVEN,

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

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of FIVE THOUSAND EIGHTY and 20/100 ----------DOLLARS ($ 5,080.20) evidenced by a promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of ten per centum per annum after maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

The sum of $5,080.20, which includes principal and interest, due and payable in 60 equal installments of $84.67 each, beginning June 15, 1976, and due the 15th day of each month thereafter until paid in full.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 139, Page 118, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

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

County of DeSoto,

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

Lot 354, Section A, in DeSoto VillageSubdivision, in Section 34, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 7, Page 13, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 17th day of May, 19 76.

Lee A. Sigler, Jr.

Lee A. Sigler, Jr.

Brenda Sigler

Brenda Sigler

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

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

Given under my hand and official seal, this the 17th day of May, 19 76.

My Commission Expires: 1-8-80

Deborah B. Crabb
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
45 minutes A M. 25 day of May 1976, and that the same has
been recorded in Book 200 Page 219 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 25 day of May 1976.

Fees 5.00 pd. H. H. Seguso CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 488 PAGE 374 THIS 3 DAY OF Sept 19 76 A.D. Delmon D. Johnson CHANCERY CLERK D.S. CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between Jones Pounders, Jr.

of the first part, hereinafter designated as the Grantor,

Mills E. Barbee Trustee, of the second part, hereinafter designated as Trustee, and

The Hernando Bank of the third part, hereinafter designated as the Beneficiary,

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

Nineteen Thousand Forty Six and 40/100 ---------- DOLLARS

($ 19,046.40) evidenced by a promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10% per centum per annum after maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Repayable in 120 equal monthly installments in the amount of $158.72 each, with the first of said monthly installments due on or before July 20 1976 and each of said monthly installments due and repayable thereafter on or before the same date of each succeeding month until the 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:

Beginning at the Northwest corner of Section Sixteen (16), Township Three (3), Range Nine (9) West; thence South 85 degrees 10 minutes West 166 feet to an iron pin; thence South 5 degrees 00 minutes East 429.5 feet to an iron pin; thence North 85 degrees 00 minutes East 151.5 feet to an iron pin; thence North 59 degrees 00 minutes East 224 feet to an iron pin in the South right of way of State Highway No. 304 for the point of beginning; thence South 10 degrees 30 minutes East 417.42 feet to a point; thence North 44 degrees 00 minutes East 208.71 feet to a point; thence North 9 degrees 00 minutes West 417.42

(Continued - over)

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feet to an iron pin in the South right of way of said State Highway; thence Southwesterly along said right of way 208.71 feet to the point of beginning, and containing 2.0 acres, more or less, all bearings are magnetic, and being the same land conveyed to Jones Pounders, Jr. by Sidney Leon Pounders and wife, Marie P. Pounders, by deed dated November 28, 1964, recorded in Deed Book 59, page 356, in the office of the Chancery Court Clerk of DeSoto County, Mississippi.

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

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

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

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

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

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

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

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

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

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

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

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

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

Jones Pounders, 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 Jones Pounders, 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 21 day of May 1976

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

Edna N. Barbee
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. on the 25 day of May 1976, and that the same has
been recorded in Book 200 Page 222 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 25 day of May 1976.

SEAL H. H. Ferguson CLERK

Fees $ 5.00

Paid, Satisfied and Cancelled
This 19 day of May 19 81
The Hernando Bank
By H Curtis Chairman
Attest
H.D. Ferguson
Chancery Clerk
By D.C.

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

EVERETTE R. HELTON

of the first part, hereinafter designated as the Grantor,

Mills E. Barbee, Trustee, of the second part, hereinafter designated as Trustee, and

The Hernando Bank of the third part, hereinafter designated as the Beneficiary.

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

Six Thousand Three Hundred Ninety Five and 40/100---------- DOLLARS

($ 6,395.40) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of ten (10) per centum per annum after maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Repayable in sixty (60) monthly installments in the amount of $106.59 each, with the first of said monthly installments due on or before June 25, 1976 and each of said monthly installments due and payable thereafter on or before the same date of each succeeding month until the whole of said indebtedness is paid.

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

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

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

Lot 11 on Crestview Acres Subdivision, Section 16, Township 4, Range 8 West, as shown on the recorded plat thereof in Plat Book 5, Pages 1,2 and 3 in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 24th day of May 1976.

Everette R. Helton
Everette R. Helton

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 EVERETTE R. HELTON, 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 24th day of May 1976.

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

Edna M. Barber
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
45 minutes A M. 25 day of May 1976, and that the same has
been recorded in Book 200 Page 225 Records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 25 day of May 1976.

H. H. Ferguson CLERK

Fees: 5.00 pd.

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CANCELLED BY AUTHORITY RECORDED IN BOOK 231 PAGE 709
THIS 6 DAY OF Oct. 19 72
H. D. Ferguson
CHANCERY CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between Abner W. Donaldson and wifr, Martha Agnes Donaldson

of the first part, hereinafter designated as the Grantor,

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

The Hernando Bank of the third part, hereinafter designated as the Beneficiary.

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

Six thousand one hundred two dollars and 60/cents ---------- DOLLARS

($ 6,102.60) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of ten(10) per centum per annum after maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit: Due and payable in sixty (60) monthly installments of $101.71 each, with the first of said monthly installments due and payable on or before July 1, 1976, and one of said monthly installments due and payable on or before the 1st day of each consecutive month thereafter until all of said indebtedness shall be paid in full.

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

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

SECTION TWENTY (20), TOWNSHIP TWO (2), RANGE SIX (6) WEST, DESOTO COUNTY, MISSISSIPPI

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

Lot 45, Section D, A. E. Allison Subdivision in Section 20, Twonship 2, Range 6 West as shown on the recorded plat of said subdivision in Plat Book 8, Pages 6 and 7, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Abner W. Donaldson

Abner W. Donaldson

Martha Agnes Donaldson

Martha Agnes Donaldson

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 Abner W. Donaldson and wife, Martha Agnes Donaldson 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 May 19 76

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

Eloise M. Barbee
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
45 minutes A 25 day of May 1976, and that the same has
been recorded in Book 200 Page 228 records of REAL ESTATE Trust Deed
of said County.
Witness my hand this the 25 day of May 1976.

Fees: 5.00

H. H. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 337 PAGE 243
THIS 2 DAY OF May 19 85
H. D. Ferguson
CHANCERY CLERK DS

This Indenture, made by and between TIMOTHY B. HEATON and wife, GAYLE HEATON,

party of the first part; J. R. WILSON and W. W. CLAYBORNE party of the second part, as Trustee; and UNION PLANTERS NATIONAL BANK OF MEMPHIS

party of the third part, WITNESSETH:

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

Lot 53, Section "A", Carriage Hills Subdivision, in Section 23, Township 1 South, Range 8 West, as shown on plat thereof recorded in Plat Book 3, Pages 13 and 14, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi.

It is a condition of this instrument that in the event of any default in any of the terms and conditions of any deed of trust, the lien of which may be or become prior and paramount to the lien of this instrument, then and in every such event, the owner of any part of the indebtedness secured by this instrument may, at his option, declare the indebtedness secured by this instrument due for all purposes, and foreclosure may be had hereunder as in the case of any other default hereunder. The owner of any part of the indebtedness secured hereby may, at his discretion, advance and pay any such sum or sums as shall be necessary to cause that the terms and conditions of any deed of trust, the lien of which is prior and paramount to the lien of this instrument, may be complied with, and such amounts so paid shall be secured by the lien of this instrument and shall bear interest from date of such payment at the then highest lawful legal rate and shall be treated as part of the indebtedness secured by this trust, and the advancement of such sum or sums shall in no way limit or bar the aforesaid option to accelerate said indebtedness.

This conveyance is made in trust, however, to secure the payment of $ 13,456.80, evidenced by the following promissory notes of even date herewith: executed by Timothy B. Heaton and wife, Gayle Heaton, payable to the order of Union Planters National Bank of Memphis ("Bank") at its place of business in Memphis, Tennessee, in the amount of $13,456.80 in eighty-four monthly instalments being in the sum of $160.20 each, on the 21st day of each month, beginning June 21, 1976, until this note is fully paid. Any instalment of principal not paid when due shall bear interest after its due date at the maximum rate of interest which Bank, as a national bank, is permitted by law to contract for and charge on the date of this loan.

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

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails to 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 18th day of May, 1976.

Timothy B. Heaton

Gayle Heaton

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STATE OF TENNESSEE
COUNTY OF SHELBY } ss.

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

TIMOTHY B. HEATON and wife, GAYLE HEATON,

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 18 day of May, 19 76

My Commission expires: MY COMMISSION EXPIRES DECEMBER 4, 1978

Adele Gross
Notary Public.

This instrument prepared by:
Clyde M. Crutchfield, Attorney
12 South Main Street
Memphis, Tennessee

Return to: Mr. Robert W. Marshall
Instalment Credit Department
Union Planters National Bank
100 North Main Street
Memphis, Tennessee

27-18-40229860

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

TRUST DEED

FROM

TO

Trustee

FOR THE USE OF

STATE OF MISSISSIPPI
County of DeSoto } ss.

I, H. W. 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 25 day of May A.D. 1976, at 9:45 o'clock A M., and has been this day duly recorded in Trust Deed Record Page

WITNESS my hand and official seal, this day of 19

Clerk.

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

Pd. 3.50

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 45 minutes A M. 25 day of May 1976, and that the same has been recorded in Book 200 Page 231 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 25 day of May 1976.

Fees $ 3.50 pd.

SEAL H. W. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 223 PAGE 774
THIS 18 DAY OF April 1978
H. D. Thompson
CHANCERY CLERK

Mississippi Bankers Association
UCC Form No. 4
September, 1967

Printed & For Sale By
HEDERMAN BROTHERS
P. O. Box 491
Jackson, Mississippi

FORM No. 4

DEED OF TRUST AND SECURITY AGREEMENT

Land — Farm Products — Farm Equipment

THIS agreement, this day made and entered into between Carroll Bluff M B Church

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

of the first part, hereinafter designated as the Debtor, whose address is P. O. Box 79
(Street)

Walls, (City) DeSoto (County), Mississippi (State) 38680,

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

H. R. Garner Trustee, of the second part,

hereinafter designated as Trustee; and

Bank of Walls-Branch of Tunica County Bank of Walls, Mississippi,

of the third part, hereinafter designated as the Bank Witnesseth:

THAT WHEREAS, Debtor is justly indebted to Bank in the full sum of ~~Fifteen hundred and 00/100~~ One Thousand and 00/100 Dollars ($ 1,000.00) evidenced by a promissory note dated of even date herewith in favor of Bank, bearing interest at the rate of 10 per centum per annum after date, providing for the payment of reasonable attorney's fees in case of default and being due and payable as follows, to-wit:

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

NOW, THEREFORE, in consideration of the premises, and the further consideration of One Dollar ($1.00) cash in hand paid by Trustee, the receipt of which is hereby acknowledged, Debtor does hereby convey and warrant unto Trustee the following described land located in the County of DeSoto, State of Mississippi, to-wit:

Beginning at a point on the North line of Nail Road and forty (40) feet north of the Southeast corner of Section Thirty Four (34), Township One (1), Range Nine (9) West, DeSoto County, Mississippi, Thence North 5 Degrees 20 Minutes West along the East line of said Section ThirtyFour (34) a distance of one hundred sixty eight and seventy one hundredths (168.71) feet to a point, Thence South 84 degrees 56 minutes West along the fence line a distance of Two hundred eight and seventy one hundredths(208.71) feet to a fence corner, Thence South 5 degrees 20 minutesEast along the fence line a distance of one hundred sixty eight and seventy one hundredths (168.71) feet to a point on the north line of said Nail Road, Thence North 84 degrees 56 Minutes East along North line of said Nail Road a distance of Two hundred Eight and seventy one hundredths (208.71) feet to the point of beginning, containing an area of eighty one hundredths (81.) acre more or less. All bearings are magnetic.

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 24 day of May, 19 76

Bankers Valley Co-Operative G.Ch. (Bank)

By J. E. Newton

Carroll Bluff M B Church
John Harrell Chairman of Deacon Board (Debtor)

By John C Murray Deacon

Sidney Harris Deacon

John Tarpley Jr Deacon + Sect

Rev L.S. Billie Porter

NOTE: Bank must also execute this deed of trust and security agreement if it is to be filed instead of financing statement.

STATE OF MISSISSIPPI
COUNTY OF De Soto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Carroll Bluff M B Church, John Harrell, John C Murray, Sidney Harris, John Tarpley Jr + Rev L.S. Billie Porter

who severally acknowledged that they (he—she—they) signed and delivered the above and foregoing deed of trust and security agreement on the day and year therein mentioned.

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

Mrs. W. A. Russell
NOTARY PUBLIC

My Commission Expires: My Commission Expires Sept. 4, 1978

STATE OF MISSISSIPPI

COUNTY OF

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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 45 minutes A M. 25 day of May 1976, and that the same has been recorded in Book 200 Page 233 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 25 day of May 1976.

Fees $ 5.00 pd.

SEAL H. P. Ferguson CLERK

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FOR REAL ESTATE, CHATTEL OR BOTH

Walter Deloch Wilson and wife, Molly A. Wilson

To { DEED OF TRUST

Henry B. Bullard and wife, Josephine Bullard

THIS INDENTURE, Made this 13th day of May, 19 76 between Walter Deloch Wilson and wife, Molly A. Wilson, Party of the first part, and Henry B. Bullard and wife, Josephine Bullard/Party of the second part,

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of Ten Thousand and no/100 Dollars ($10,000.00), with interest at the rate of 8% per annum; due and payable on or before one year from date

and any further amount that the party of the second part may furnish the party of the first part 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 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 228, Section A in DeSoto Village Subdivision in Section 34, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 7, Page 9-14, in the office of the Chancery Clerk of DeSoto County, Mississippi; and being the same property conveyed to Henry B. Bullard and wife, Josephine Bullard by Warranty Deed of record in Book 108, Page 640, 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 200, Page 22, in the office of the ChanceryClerk 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 date then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part, their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signatures the date written above.

Walter Deloch Wilson

Molly A. Wilson

Witness

Witness

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me Bobbie M. Braswell, a Notary Public of said County, the within named Walter Deloch Wilson and wife, Molly A. Wilson

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

Given under my hand and official seal, this 13th day of May 1976

My Commission expires: Feb. 19, 1980 (SEAL)

Bobbie M. Braswell

Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.

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

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 10 minutes A 25 day of May 1976, and that the same has been recorded in 200 Page 236 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 25 day of May 1976.

Fees $ 2.50

H. H. Ferguson CHANCERY CLERK

CANCELED BY AUTHORITY RECORDED IN BOOK 224 PAGE 232 THIS 26 DAY OF Apr 19 28

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI:

You are hereby authorized and requested to enter satisfaction of and cancellation of record of that certain deed of trust executed by ROBERT THORNTON MOORE AND WIFE, LANELL W. MOORE to SOUTHAVEN SAVINGS & LOAN ASSOCIATION, and recorded in Book 92 at Page 167, and which deed of trust was assigned by SOUTHAVEN SAVINGS & LOAN ASSOCIATION to FIRST SAVINGS & LOAN ASSOCIATION OF BAYONNE, NEW JERSEY, as shown by assignment recorded in Book 95, at Page 375, all of the record of Deeds or Deeds of Trust on file in your office.

This 19th day of May, 76.

FIRST SAVINGS AND LOAN ASSOCIATION OF BAYONNE, NJ

By Joseph L. Wisniewski
Joseph L. Wisniewski, Vice President

By Catherine Wilson
Catherine Wilson, Secretary

STATE OF NEW JERSEY

COUNTY OF HUDSON

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Joseph L. Wisniewski and Catherine Wilson, who acknowledge to me that they are Vice President and Secretary, respectively, of FIRST SAVINGS AND LOAN ASSOCIATION OF BAYONNE, NJ, a corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above foregoing instruments of writing on the day and in the year therein mentioned, they being first duly authorized so to do by said corporation.

Given under my hand and official seal of office, this, the 19th day of May, 1976.

NOTARY PUBLIC

My Commission Expires:

November 19, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 45 minutes A M. 25 day of May 1976, and that the same has been recorded in Book 200 Page 237 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 25 day of May 1976.

Fees 2.50 pd. CLERK

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F-1915

RELEASE OF DEED OF TRUST

STATE OF LOUISIANA
PARISH OF ORLEANS

Loan No. 225486-01

To the Chancery Clerk of DeSoto County, State of Mississippi:

You are hereby authorized and directed to release and cancel of record a certain deed of trust executed by William C. Hopper, Jr., and Wife, Ann M. Hopper on February 28th, 19 76, to secure an indebtedness to The Federal Land Bank of New Orleans in the principal sum of $ 21,000.00, which said deed of trust is of record in Deed of Trust Book 197, Page 1, of the records in your office.

Witness the corporate signature and seal of The Federal Land Bank of New Orleans on this the 20th day of May, 19 76.

THE FEDERAL LAND BANK OF NEW ORLEANS

(SEAL)

By: _____
Its Vice President & Treasurer

ATTEST:

By: _____
Its: (Secretary & Vice President

STATE OF LOUISIANA
PARISH OF ORLEANS

Before me, the undersigned Notary Public in and for the Parish and State aforesaid, this day personally appeared Lester L. Jeansonne, Jr. and W. Brian Babin who acknowledged that as Vice President & Treasurer and Vice President & Secretary respectively, of, for and on behalf of and by authority of The Federal Land Bank of New Orleans, a corporation, they signed, sealed and delivered the foregoing instrument on the date thereof as the act of said corporation.

Given under my hand and official seal on this the 20th day of May, 1976.

(SEAL)

_____
Notary Public

My commission expires at death.

* * * * * * * * * * * * * * * *

CERTIFICATE OF CLERK

STATE OF MISSISSIPPI
COUNTY OF _____

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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
45 minutes A M., 25 day of May 1976, and that the same has
been recorded in Book 200 Page 238 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 25 day of May 1976.

Fees $ 2.50 pd. SEAL _____ CLERK

assignment of lease

Assignment of this instrument Recorded in
Deed Book T 10
No. 200 Page 388
This the 25 day of Aug 19 76
W. D. Ferguson Clerk.

Partial Release of this Instrument Recorded in
Deed Book T 10
No. 205 Page 906
This 13 day of Dec. 19 76
W. D. Ferguson

MORTGAGE
AND
INDENTURE OF TRUST

DESOTO COUNTY AREA HEALTH AUTHORITY, INC.

GRENADA BANK, GRENADA, MISSISSIPPI

Dated as of March 1, 1976

CANCELLED BY AUTHORITY REFERRED TO IN BOOK
289 Page 34
This 28th day of July 19 97
Lee E. Davis
By: P. Dan Ray & C

assignment of Lease

Assignment of this instrument Recorded in
P/A, Contracts, + Leases Book
No. 50 Page 679
This the 18 day of Feb. 19 83
W. D. Ferguson Clerk

assignment of Lease

Assignment of this instrument Recorded in
P/A, Contracts, + Leases Book
No. 50 Page 685
This the 18 day of Feb. 19 83
W. D. Ferguson Clerk

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THIS MORTGAGE AND INDENTURE OF TRUST dated as of March 1, 1976, by and between DESOTO COUNTY AREA HEALTH AUTHORITY, INC., a Mississippi non-profit corporation (the Borrower), party of the first part, and GRENADA BANK, GRENADA, MISSISSIPPI, authorized by law to accept and execute trusts and having its principal office in the City of Grenada, Mississippi (the Trustee), party of the second part,

W I T N E S S E T H: That

WHEREAS, the Borrower proposes to acquire the real property described in Exhibit A attached hereto and construct and erect thereon a nursing home building and facilities substantially in accordance with the plans and specifications therefor on file with the Trustee (the Project); and in order to finance such acquisition, construction and erection, the Borrower has provided for the issuance of its revenue bonds (the Bonds); and

WHEREAS, the Borrower has leased the Project to DeSoto County Area Geriatric Center, Inc., a Mississippi corporation (the Lessee), under the lease agreement dated as of March 1, 1976, which is attached hereto as Exhibit B, which requires the payment of rentals sufficient (a) to pay the principal of and interest on the Bonds, (b) to establish and maintain the reserve as hereinafter described, (c) to pay the monthly premiums and costs of maintaining life insurance on the lives of the individual guarantors named in the lease, and (d) to pay the fees and expenses of the Trustee; and

WHEREAS, the Lessee is required to maintain the Project in good repair, pay all taxes and assessments with respect thereto and carry all proper insurance with respect thereto, at the expenses of the Lessee; and

WHEREAS, the Project will be self-liquidating; and

WHEREAS, the Lease and this Indenture will be recorded in the Office of the Chancery Clerk of DeSoto County in the manner provided by law for the recording of instruments affecting title

to real estate, to which Lease reference is hereby made for the rental, terms, conditions and obligations of the parties thereto; and

WHEREAS, it has been determined that the estimated amount necessary to finance the cost of the Project, including expenses incidental thereto, will require the issuance, sale and delivery of the bonds as hereinafter provided; and

WHEREAS, the Bonds to be issued hereunder, the coupons to be attached thereto and the Trustee's authentication certificate are to be substantially in the following forms, respectively, with appropriate omissions, insertions and variations permitted or authorized as hereinafter provided:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
COUNTY OF DESOTO
DESOTO COUNTY AREA HEALTH AUTHORITY, INC.
FIRST MORTGAGE REVENUE BOND

NO. _____ $_____

DESOTO COUNTY AREA HEALTH AUTHORITY, INC., a non-profit corporation created and existing under the laws of the State of Mississippi (the "corporation"), for value received, hereby promises to pay to bearer, or if this Bond be registered to the registered owner hereof, on March 1, 19__, the principal sum of _____ Thousand Dollars and to pay interest on said sum from the date hereof at the rate of ___% per annum on March 1, 1976 and semiannually thereafter on March 1 and September 1 of each year until said principal sum is paid, except as the provisions hereinafter set forth with respect to redemption prior to maturity may become applicable hereto, both principal of (and premium, if any) and interest on this Bond being payable at the principal office of the Trustee, Grenada Bank, Grenada, Mississippi or of its successor in trust, in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of an issue of Bonds issued or authorized to be issued in the aggregate principal amount of $1,400,000 for the purpose of acquiring real property and improvements thereon (the "Project") to be leased to DeSoto County Area Geriatric Center, Inc., a Mississippi corporation (the "Lessee") under a Lease Agreement dated as of March 1, 1976 (the "Lease"). The Bonds of this issue are all issued or may be issued under and are to be equally and ratably secured and entitled to the protection given by a Mortgage and Indenture of Trust dated as of March 1, 1976 (herein called the "Indenture") duly executed and delivered by the corporation to Grenada Bank, Grenada, Mississippi as Trustee (the "Trustee") which term also includes any successor trustee under the Indenture. Reference is hereby made to the Indenture and all indentures supplemental thereunder for a statement of the respective rights of the corporation, the Trustee and the holders of the Bonds, and the terms upon which the Bonds are, and are to be, authenticated and delivered.

This Bond and appurtenant coupons are negotiable instruments and are transferable by delivery, but this Bond may be registered as to principal on the registration books of the corporation in the principal office of the Trustee as Bond Registrar, upon presentation hereof at such office and the notation of such registration endorsed hereon by the Bond Registrar; and, subject to the provisions of the Indenture, this Bond may thereafter be transferred on such books by the registered owner in person or by duly authorized attorney, evidence of such transfer to be in like manner endorsed hereon. Such transfer may be to bearer, and thereby transferability by delivery shall be restored, subject, however, to successive registrations and transfers as before. The principal of this Bond, if registered, unless registered to bearer, shall be payable only to the registered owner or his legal representative. Interest accuring on this Bond will be paid only on presentation and surrender of the attached interest coupons as they respectively become due, and registration of this Bond as to principal as aforesaid will not affect the transferability by delivery

of such coupons; provided, that if upon registration of this Bond or at any time thereafter while this Bond is registered in the name of the owner, the unmatured coupons attached evidencing interest to be thereafter paid hereon shall be surrendered to said Bond Registrar, a statement to that effect will be endorsed hereon by the Bond Registrar and thereafter interest evidenced by such surrendered coupons will be paid by check or draft of the paying agent at the times provided herein to the registered owner of this Bond by mail to the address shown on the registration books. This Bond when so converted into a Bond registered as to both principal and interest may be reconverted into a coupon Bond at the written request of the registered owner and upon presentation at the office of said Bond Registrar. Upon such reconversion the coupons representing the interest to become due thereafter to the date of maturity will again be attached to this Bond, and a statement will be endorsed hereon by the Bond Registrar in the registration blank on the back of this Bond whether it is then registered as to principal alone or payable to bearer.

The Bonds which mature on or after March 1, 1987, are subject to redemption by the corporation prior to maturity on any interest payment date on or after March 1, 1986, at the option of the corporation, in whole or in part, in the inverse order of their maturities (to be selected by lot in such manner as the Trustee may determine if less than all of a single maturity are to be redeemed) at a redemption price equal to the principal amount of the Bond or Bonds to be redeemed plus accrued interest thereon to the redemption date, plus a redemption premium equal to the following percentages of the principal amount thereof: if the date fixed for redemption is on or prior to March 1, 1991, 3%, if such date is after March 1, 1991, and on or prior to March 1, 1996, 2%; and if such date is after March 1, 1996, 1%.

The Bonds are also subject to redemption in the event the Project is wholly or partly condemned to the extent provided in Section 5.2 of the Lease. In case of such redemption by reason of condemnation, the Bonds shall be subject to redemption by the corporation on any interest payment date, in whole or in part in the inverse order of their maturities (less than all of the Bonds of a single maturity to be selected by lot in such manner as the Trustee may determine) at the principal amount of the Bond or Bonds to be redeemed, plus accrued interest thereon to the redemption date, without premium.

Thirty days' notice of the intended redemption of any Bond shall be given by registered mail to the registered holder thereof at the address of such holder as shown on the Bond Registrar's books. If any Bond when called for redemption is not then registered as to principal or as to both principal and interest, notice of such redemption or prepayment shall be given by publication not more than sixty days and not less than thirty days prior to the proposed redemption date, at least once in a daily financial newspaper published in the City of New York, New York. All Bonds so called for redemption will cease to bear interest on the specified redemption date provided funds for their redemption are on deposit, at the place of payment at that time, and, upon such deposit, the Bonds shall no longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture. If, because of the temporary or permanent suspension of the publication of any daily newspaper in the City of New York, New York, or for any other reason, it is impossible or impractical to publish notice of redemption in the manner herein provided, then such notice in lieu thereof as shall be made with the approval of the Trustee shall constitute sufficient notice.

The Bonds of the issue of which this Bond is one are issued pursuant to and in full compliance with the Constitution and laws of the State of Mississippi and pursuant to a resolution duly adopted by the corporation on December 31, 1975, which resolution authorizes the execution and delivery of the Indenture. This Bond and the issue of which it is a part and the interest coupons appertaining hereto are general obligations of the corporation additionally secured by a prior lien upon and pledge of the rentals and other receipts of the Project and a first mortgage thereon. Rental payments under the Lease sufficient for the prompt payment when due of the interest on and principal of the Bonds are to be paid to the Trustee for the account created by the corporation under the Indenture and have been duly pledged for that purpose. The Bonds are solely and exclusively the obligations of the corporation and are not an obligation or debt of the Town of Southaven, the County of Desoto, the State of Mississippi or any political subdivision or instrumentality thereof, directly, indirectly or contingently, and shall not be construed to constitute an indebtedness of any such public body within the meaning of any constitutional or statutory provision whatsoever.

The holder of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. If an Event of Default, as defined in the Indenture, shall occur, the principal of all the Bonds may be declared due and payable in the manner and with the effect provided in the Indenture. The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the corporation and the rights

of the holders of the Bonds under the Indenture at any time, in certain instances without the consent of the holders of the Bonds and in others with the consent of the holders of a specified percentage of the aggregate principal amount of the Bonds at the time outstanding, as defined in the Indenture. The Indenture also permits, with certain exceptions as therein provided, the amendment of the Lease and the modification of the rights and obligations of the parties to the Lease, in certain instances without the consent of the holders of the Bonds and in others with the consent of the holders of a specified percentage of the aggregate principal amount of the Bonds at the time outstanding, as defined in the Indenture. Any such consent by the holder of this Bond shall be conclusive and binding upon such holder and upon all future holders of this Bond and of any Bond issued in lieu hereof whether or not notation of such consent or waiver or notice of any such modification is made upon this Bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the Lease and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law and that the rentals and receipts pledged to the payment of the principal of and interest on this Bond and the issue of which it forms a part, as the same become due, will be sufficient in amount for that purpose.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been executed by the Trustee by the manual signature of one of its authorized officers.

IN WITNESS WHEREOF, DeSoto County Area Health Authority, Inc., has caused this Bond to be executed in its name with the respective facsimile signatures of its President and its Secretary, and a facsimile of its corporation seal to be hereunto imprinted and has caused the interest coupons attached hereto to be executed in like manner, all as of the first day of March, 1976.

DESOTO COUNTY AREA HEALTH AUTHORITY, INC.

By: (facsimile)
President

S E A L

Attest: (facsimile)
Secretary

(Form of Interest Coupon)

No. _____ $ _____

Unless the Bond to which this coupon is attached is callable and shall have been previously duly called for prior redemption and payment thereof duly made or provided for, on the first day of _____, 19____, DeSoto County Area Health Authority, Inc., will pay to bearer upon presentation and surrender of this coupon at the principal office of Grenada Bank, Grenada, Mississippi in the City of Grenada, Mississippi, or at the principal office of its successor in trust, the amount shown hereon in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, as provided in and being semiannual interest then due on its First Mortgage Revenue Bond, dated March 1, 1976, and numbered _____.

DESOTO COUNTY AREA HEALTH AUTHORITY, INC.

By: (facsimile)
President

S E A L

Attest: (facsimile)
Secretary

(Form of)

TRUSTEE'S AUTHENTICATION CERTIFICATE

This Bond is one of the Bonds referred to in the within mentioned Indenture.

GRENADA BANK, GRENADA, MISSISSIPPI

By: _____
Its Authorized Officer

(Form of)

CERTIFICATE OF REGISTRATION

The within Bond is registered to the extent hereinafter stated on the registry books of the DeSoto County Area Health Authority, Inc. at the office of the Bond Registrar (the Trustee) in the name of the last owner named below. So long as the same shall remain so registered, the principal of this Bond shall be payable only to or upon the order of such registered holder, and if such registration is as to both principal and interest, the interest on this Bond shall likewise be payable only to or upon the order of such registered holder.

(No writing shall be made on this Bond except by the Trustee, as Bond Registrar.)

Date of Registration	In Whose Name Registered	Extent of Registration	Signature of Authorized Officer of Bond Registrar
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

WHEREAS, the Borrower has represented and does hereby represent that it has full power and authority to issue and sell the Bonds, to acquire and to lease the Project and to mortgage and convey the project as herein provided, and to pledge the Lease and the rentals and other receipts of the Project as security for the Bonds; and that the Board of Trustees of the

Borrower has taken all action required by law to authorize its officers to execute, acknowledge and deliver this Indenture and to execute and issue the Bonds; and

WHEREAS, all things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding and legal obligations of the Borrower according to the import thereof, and to make this Indenture a valid agreement of the Borrower, in accordance with its terms, and a lien on the properties mortgaged and a valid pledge of the Lease and the rentals, revenues and receipts of the Project have been done and performed, and the creation, execution and delivery of this Indenture, and the creation, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized; and

WHEREAS, the Trustee has duly accepted the trusts created by this Indenture and as evidence thereof has joined in the execution hereof;

NOW THEREFORE, THIS MORTGAGE AND INDENTURE OF TRUST WITNESSETH:

For and in consideration of the premises, the mutual covenants of the Borrower and the Trustee and the purchase of the Bonds by the holders thereof and in order to secure the payment of the principal of (and premium, if any) and interest on the Bonds according to their tenor and effect and the performance and observance by the Borrower of all the covenants expressed or implied herein and in the Bonds, the Borrower does hereby grant, bargain, sell, convey, assign, mortgage and pledge unto the Trustee and unto its successors in trust, and to it and its assigns forever:

I.

The real estate and premises described in Exhibit A attached hereto, together with all buildings, additions and improvements now or hereafter located thereon or therein, with

the tenements, hereditaments, appurtenances, easements, rights, privileges and immunities thereunto belonging or appertaining.

II.

The rights of the Borrower under and pursuant to the Lease of even date herewith attached hereto as Exhibit "B" by and between the Borrower and DeSoto County Area Geriatric Center, Inc. and Donald M. Brown, Bobby R. Arnold, Thad Hawkins, Jules Donald Jernigan, Robert V. M. Harrison and John L. Black, Jr. as Individual Guarantors and all rentals and other receipts of the Project including, without limitation, all rentals and other receipts to be received by the Borrower from the leasing of the Project and in particular the rentals and other receipts to be received under and pursuant to and subject to the provisions of the Lease.

III.

The security interests granted to the Borrower by Section 3.5 of the Lease.

IV.

Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred, as and for additional security hereunder by the Borrower or by anyone in its behalf, or with its written consent, to the Trustee which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby and hereafter conveyed and assigned, or agreed or intended so to be, to the Trustee and its respective successors in said trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit,

security and protection of all holders and owners of the Bonds and interest coupons thereto attached issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds or interest coupons thereto appertaining over any of the others of the Bonds or coupons;

PROVIDED, HOWEVER, that if the Borrower, its successors or assigns, shall well and truly pay, or cause to be paid, the principal (and premium, if any) of the Bonds and the interest due or to become due thereon, at the times and in the manner mentioned in the Bonds and the interest coupons appertaining to the Bonds, respectively, according to the true intent and meaning thereof, and shall cause the payments to be made into the Funds as required hereunder, or shall provide, as permitted hereby, for the payment thereof as provided in Section 10.1 hereof, and shall well and truly keep, perform and observe all the covenants and conditions of this Indenture to be kept, performed and observed by it and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments or provisions for such payments by the Borrower this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture to be and remain in full force and effect.

The terms and conditions upon which the Bonds and coupons for interest are to be issued, authenticated, delivered, secured and accepted by all persons who from time to time shall be or become the holders thereof, and the trusts and conditions upon which the project and the revenues pledged are to be held and disposed of, which said trusts and conditions the Trustee hereby accepts and the respective parties hereto covenant and agree, are as follows:

ARTICLE I

DEFINITIONS AND OTHER PROVISIONS OF
GENERAL APPLICATION

Section 1.1 Definitions. In addition to the words and terms elsewhere defined in this Indenture, the following words and terms as used in this Indenture, shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Bond" or "Bonds" means the Borrower's First Mortgage Revenue Bonds, dated March 1, 1976, secured by this Indenture.

"Bond Fund" means the fund created by Section 4.1 hereof.

"Bondholder" or "holder" or "owner of the Bonds" means the bearer of any Bond not registered as to principal or principal and interest and the registered owner of any registered Bond.

"Borrower" means DeSoto County Area Health Authority, Inc., the party of the first part hereto, and includes its successors and assigns and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party.

"Project Fund" means the fund created by Section 3.3 hereof.

"County" means the County of DeSoto, a political subdivision of the State of Mississippi.

"Coupon" means any of the coupons issued hereunder evidencing the installments of interest on the applicable Bond or Bonds.

"Event of Default" has the meaning specified in Section 7.1 hereof.

"Extraordinary Services" and "Extraordinary Expenses" means all services rendered and all expenses incurred under the Indenture other than Ordinary Services and Ordinary Expenses.

"Guarantors" means the following individual guarantors as provided in the Lease Agreement: Donald M. Brown, Bobby R. Arnold, Thad Hawkins, Jules Donald Jernigan, Robert V. M. Harrison, and John L. Black, Jr.

"Guaranty Agreements" means the guaranty agreements contained in the Lease of even date herewith.

"Indenture" means these presents and all supplemental Indentures.

"Independent Counsel" means an attorney duly admitted to practice law in any state of the United States and not regularly employed by either the Borrower or the Lessee, or a firm of such attorneys.

"Investment Securities" Means any of the following: (1) direct general obligations of, or obligations the payment of the principal and interest of which are unconditionally guaranteed by, the United States of America; and (2) savings accounts or deposits evidenced by time certificates of deposit or by certificates of deposit, open account, in any bank organized under the laws of the United States of America or of any State thereof, provided such accounts or deposits are collaterally secured by securities (i) which are described under clause (1) of this definition for the investment of monies held hereunder and (ii) which have a market value at least equal to the amount so deposited.

"Lease Agreement" means the lease agreement executed by the Borrower and the Lessee, of even date herewith, as such lease agreement may hereafter be supplemented or amended.

"Lessee" means DeSoto County Area Geriatric Center, Inc., a Mississippi corporation, and, subject to the provisions of Section 7.3 of the Lease, includes its successors and assigns and any surviving, resulting or transferee corporation.

"Mortgaged Property" means the properties comprising the Project, including the properties leased to the Lessee under

the Lease, as well as all properties which, under the terms hereof, subsequently become subject to the lien of this Indenture but excluding all property owned by the Lessee title to which remains in the Lessee under the terms of the Lease.

"Ordinary Services" and "Ordinary Expenses" means those services normally rendered and those expenses normally incurred by a trustee under instruments similar to this Indenture.

The term "Outstanding" or "Bonds outstanding" means all bonds which have been authenticated and delivered by the Trustee under this Indenture, except:

(a) Bonds cancelled because of payment or redemption prior to maturity or otherwise cancelled by the Trustee pursuant to the provisions hereof;

(b) Any Bond which at the time is not deemed to be outstanding hereunder by reason of the operation of Article VI.

"Permitted Encumbrances" means, as of any particular time, (i) liens for ad valorem taxes permitted to exist as provided in the lease and not then delinquent, (ii) this Indenture and the lease, (iii) utility, access and other easements and rights of way, party walls, restrictions and exceptions that may be granted or are permitted under the Lease, (iv) any mechanic's, laborer's, materialman's, supplier's or vendor's lien or right or purchase money security interest if payment is not yet due and payable under the contract in question, (v) such subordinate, junior and secondary encumbrances as are permitted by this Indenture, and (vi) such minor defects, irregularities, encumbrances, easements, rights of way, and clouds on title as normally exist with respect to properties similar in character to the Project and do not, in the opinion of an Independent Counsel, materially impair the Project for the purpose for which it was acquired or is held by the Borrower.

"Project" means the real property described in Exhibit A attached hereto, and the nursing home building and facilities and the personal property described in the plans and specifications therefor on file with the Trustee, to be acquired, constructed and erected with proceeds from the sale of the Bonds or the proceeds of any payment by the Lessee pursuant to the provisions of the Lease, and any item of personal property acquired in substitution therefor or as a renewal or replacement thereof pursuant to the provisions of the Lease, as such improvements, including such personal property, may at any time exist.

"Project Costs" means those costs of the Project including expenses incurred in connection with the issuance of the Bonds) for which payment is to be made as provided in the Lease.

"Redemption Account" means the account created by Section 4.1 hereof.

"Redemption date" means the date fixed for redemption of Bonds subject to redemption in any notice of such redemption published in accordance with the Indenture.

"Redemption Price" means the price at which the Bonds may be called for redemption and includes the principal amount of the Bond or Bonds to be redeemed, accrued interest thereon to the Redemption Date, plus the premium, if any, required to be paid to effect such redemption by the terms of the Indenture.

"Reserve Account" means the account created by Section 4.1 hereof.

"Supplemental Indenture" means any indenture between the Borrower and the Trustee entered into pursuant to and in compliance with the provisions of Article XI hereof.

"Trust Estate" or "property herein conveyed" means the mortgaged Property.

"Trustee" means the Grenada Bank, Grenada, Mississippi, the party of the second part hereto, and its successors and any corporation or association resulting from or surviving

any consolidation, merger or conversion to which it or its successors may be a party and any successor trustee at the time serving as successor trustee hereunder.

Section 1.2 Use of Words and Phrases. "herein", "hereby", "hereunder", "hereof", "hereinbefore", "hereinafter" and other equivalent words refer to this Indenture as a whole and not solely to the particular portion thereof in which any such word is used. Person includes natural persons, firms, associations, corporations and public bodies. The definitions set forth in Section 1.1 hereof include both the singular and plural. Whenever used herein, any pronoun shall be deemed to include both singular and plural and to cover all genders. Any percentage of Bonds, specified herein for any purpose, is to be figured on the unpaid principal amount thereof then outstanding.

Section 1.3 Date of Indenture and Bonds. The date of this Indenture and of the Bonds is intended as and for a date for the convenient identification of this Indenture and of the Bonds and is not intended to indicate that the Bonds were executed, delivered or issued on said date or that this instrument was executed and delivered on said date.

Section 1.4 Applicable Provisions of Law. This Indenture shall be governed by and construed in accordance with the laws of Mississippi.

Section 1.5 Captions. The captions or headings in this Indenture are for convenience only and in no way define, limit or describe the scope and intent of any provisions of this instrument.

Section 1.6 Successors and Assigns of Parties Hereto. All covenants, stipulations, promises and agreements in this Indenture contained by or on behalf of the Borrower or the Trustee or either of them shall inure to the benefit of and bind their respective successors and assigns.

Section 1.7 Limitation of Rights. Nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give any person other than the parties hereto and their successors hereunder and the holders of the Bonds and coupons and the Lessee and Guarantors any benefit or any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and their successors hereunder, the Lessee, the Guarantors, and the holders of the Bonds and Coupons as here provided.

ARTICLE II

THE BONDS

Section 2.1 Source of Payment of Bonds. The Bonds herein authorized and all payments by the Borrower hereunder are general obligations of the Borrower. Neither the Town of Southaven nor Desoto County or the State of Mississippi, or any political subdivision or instrumentality thereof shall be liable for payment of the principal of or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which is undertaken by the Borrower or the Lessee. Neither the Bonds nor any agreement of the Borrower shall be construed to constitute an indebtedness of said Town, said County or said State within the meaning of any constitutional or statutory provision whatever.

Section 2.2 Authorized Amount of Bonds. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The total principal amount of Bonds that may be issued is hereby expressly limited to $1,400,000 (exclusive of Bonds issued in substitution for any of the Bonds destroyed, stolen or lost.)

Section 2.3 Issuance of Bonds. The Bonds shall be designated "First Mortgage Revenue Bonds", shall be dated March 1, 1976, and shall bear interest from the date thereof, payable September 1, 1976, and semiannually thereafter on March 1 and September 1 of each year until paid. The Bonds maturing in the years 1988, 1989, 1990, 1991, 1998 and 1999 shall be in the denomination of $1,000 each and the Bonds maturing in all other years shall be in the denomination of $5,000 each. The Bonds shall be numbered consecutively from 1 upward in the order of their maturities. The Bonds shall mature, subject to redemption as hereinafter provided, on March 1 in years and principal amounts as follows:

Principal Amount	Due March 1	Interest Rate	Principal Amount	Due March 1	Interest Rate
10,000	1982	9-1/4%	60,000	1992	9-1/2%
15,000	1983	9-1/4%	70,000	1993	9-1/2%
20,000	1984	9-1/4%	80,000	1994	9-1/2%
25,000	1985	9-1/4%	90,000	1995	9-1/2%
30,000	1986	9-1/4%	100,000	1996	9-1/2%
35,000	1987	9-1/4%	110,000	1997	9-1/2%
40,000	1988	9-1/4%	120,000	1998	9-1/2%
45,000	1989	9-1/4%	130,000	1999	9-1/2%
50,000	1990	9-1/2%	140,000	2000	9-1/2%
55,000	1991	9-1/2%	175,000	2001	9-1/2%

The principal of, and premium, if any, and interest on the Bonds shall be payable at the principal office of the Trustee or of its successor in trust.

Section 2.4 Form of Bonds. The Bonds and the coupons shall be substantially in the form hereinabove set forth with such appropriate variations, omissions and insertions as are permitted or required by this Indenture.

Section 2.5 Execution of Bonds. The Bonds shall be executed on behalf of the Borrower with a facsimile of the signature of its President, and attested with the facsimile signature of its Secretary, and shall have imprinted thereon a facsimile of the corporate seal of the Borrower. The Coupons shall be executed in the same manner. Such facsimiles shall have the

same force and effect as if said President and Secretary had manually signed each of the Bonds and Coupons, and as if the corporate seal had been manually impressed on each Bond. In case any officer whose facsimile signature shall appear on the Bonds or Coupons shall cease to be such officer before the authentication and delivery of such bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until authentication and delivery.

Section 2.6 Authentication of Bonds. Only such Bonds as shall have endorsed thereon a certificate of authentication substantially in the form hereinabove set forth duly executed by the Trustee shall be entitled to any right or benefit under this Indenture. No Bond and no coupon shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee's certificate or authentication on any Bond shall be deemed to have been executed by it if manually signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds.

Section 2.7 Redemption Provisions. The Bonds which mature on or after March 1, 1987 are subject to redemption prior to maturity on any interest payment date on or after March 1, 1986, at the option of the Borrower, in whole or in part in the inverse order of their maturities (to be selected by lot in such manner as the Trustee may determine if less than all of a single maturity shall be redeemed) at a redemption price equal to the principal amount of the Bond or Bonds to be

redeemed, plus accrued interest thereon to the redemption date, plus a redemption premium equal to the following percentages of the principal amount thereof: if the date fixed for redemption is on or prior to March 1, 1991, 3%, if such date is after March 1, 1991, and on or prior to March 1, 1996, 2%; and if such date is after March 1, 1997, 1%.

The Bonds are also subject to redemption in the event the Project is condemned, wholly or in part, to the extent provided in Section 5.2 of the Lease. In case of redemption as a result of condemnation, the Bonds shall be subject to redemption by the Borrower on any interest payment date, in whole or in part in the inverse order of their maturities (less than all of said Bonds of a single maturity to be selected by lot in such manner as the Trustee may determine) at a redemption price equal to the principal amount of the Bond or Bonds to be redeemed, plus accrued interest thereon to the redemption date.

In the event any of the Bonds are to be redeemed as aforesaid, notice thereof will be given by publication not more than sixty days and not less than thirty days prior to the date fixed for redemption at least once in a daily financial newspaper published in the City of New York, New York, and in the case of the redemption of Bonds at the time registered as to principal or both principal and interest upon mailing a copy of the redemption notice by registered or certified mail at the address shown on the registration books at least thirty days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceeding for the redemption of Bonds. If all of the Bonds to be redeemed are at that time registered as to principal or both

principal and interest, notice by mailing given by registered or certified mail to the owner or owners thereof not less than thirty days prior to the date fixed for redemption shall be sufficient and published notice of redemption need not be given. If, because of the temporary or permanent suspension of the publication of any daily financial newspaper in the City of New York, New York or for any other reason, it is impossible or impractical to publish such notice of redemption in the manner herein provided then such notice in lieu of such publication as shall be made with the approval of the Trustee shall constitute sufficient notice. The aforesaid notice of any intended redemption shall state the number or numbers of the Bond or Bonds which are to be redeemed, shall state that the Bond or Bonds bearing such number or numbers will become due and payable on the date specified, at the redemption price specified, and shall state that all interest thereon will cease after such date.

Each notice of any redemption, whether published or mailed, shall state the number or numbers of the Bond or Bonds which have been called for redemption, shall state that the Bond or Bonds bearing such number or numbers will become due and payable on the date and at the price specified, and shall state that all interest thereon will cease after such date. All of the Bonds so called for redemption shall become due and payable at the specified redemption price and on the redemption date specified in the aforesaid notice, and the holders thereof shall then and there surrender them for payment. Notice having been given as herein required and funds for the payment of the redemption price having been set aside and made available for the payment thereof, each of the Bonds to be redeemed shall cease to bear interest from and after the date fixed for redemption, and shall no longer be entitled to the benefit of the lien hereof.

Section 2.8 Replacement of Mutilated, Destroyed, Stolen or Lost Bonds and Coupons. In case any of the Bonds or any of the coupons shall be or become mutilated, destroyed, stolen or lost, then upon the surrender of such mutilated Bond or Coupon to the Trustee, or the presentation to the Borrower and to the Trustee of evidence satisfactory to them, respectively, of the destruction, theft or loss of such Bond or Coupon, and that the claimant was the true owner thereof at the time of such event, and, in any event, upon being furnished with indemnity satisfactory to them, respectively, and upon the payment of all necessary expenses incurred by the Borrower and the Trustee in investigating the said claim and in issuing a new Bond or Coupon, the Borrower shall issue and the Trustee shall thereafter authenticate and deliver to or upon the order of such claimant a Bond or Coupon of like tenor, date, principal amount and maturity as the Bond or Coupon so mutilated, destroyed, stolen or lost, with such notation thereon as the Borrower and the Trustee shall determine. The Trustee shall forthwith cancel by perforation or otherwise any mutilated Bonds or Coupons so surrendered and deliver a certificate of cancellation to the Borrowers.

Section 2.9 Registration of Bonds; Persons Treated as Owners. Each of the Bonds shall be fully negotiable and pass by delivery but shall be subject to registration (as hereinafter provided) as to principal only or as to both principal and interest in the name of the owner on registration books to be maintained for that purpose by the Borrower at the principal office of the Trustee, as Bond Registrar. Upon presentation at said office any of the bonds may be registered as to principal only and such registration shall be evidenced by notation to that effect by the Bond Registrar in the registration blank on the reverse side thereof, after which no

transfer thereof shall be valid unless made at the written request of the registered owner or his legal representative, on said registration books and similarly endorsed thereon. Such registered Bonds may be thus transferred to bearer where upon transferability by delivery shall be restored but the Bonds may again, from time to time, be registered or transferred to bearer as before. Such registration of any of the Bonds shall not affect the transferability by delivery only of the interest coupons thereunto appertaining, provided, that if upon registration of any such Bond, or at any time thereafter while registered in the name of the owner, the unmatured coupons attached evidencing interest to be thereafter paid thereon shall be surrendered to said Bond Registrar and a statement to that effect will be endorsed thereon and thereafter interest evidenced by such surrendered coupons will be paid by check or draft by said Bond Registrar at the times provided therein to the registered owner by mail to the address shown on the registration books. Each of the Bonds when converted as aforesaid into a Bond registered as to both principal and interest may be reconverted into a Coupon Bond at the written request of the registered owner and upon presentation at the office of said Bond Registrar. Upon such reconversion the coupons representing the interest to become due thereafter to the date of maturity will be attached to the Bond and a statement will be endorsed thereon by said Bond Registrar in the registration blank on the back of the Bond whether it is then registered as to principal alone or payable to bearer. No charge shall be made to any bondholder for the privilege of registration and transfer hereinabove granted, but any Bondholder requesting any such registration or transfer shall pay any tax or other governmental charge required

to be paid with respect thereto. As to any Bond registered as to principal, the person, in whose name the same shall be registered, shall be deemed and regarded as the absolute owner thereof for all purposes and payment of or on account of the principal of any such Bond shall be made only to or upon the order of the registered owner thereof, or his legal representative, and neither the Borrower, the Trustee, nor any agent of the Borrower shall be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. The Borrower, the Trustee and any agent of the Borrower may deem and treat the bearer of any Bond which shall not at the time be registered as to principal (except to bearer), and the bearer of any Coupon appertaining to any Bond, whether such Bond be registered as to principal or not, as the absolute owner of such Bond or Coupon, as the case may be, whether such Bond or Coupon shall be overdue or not, for the purpose of receiving payment thereof and for all other purposes whatsoever, and neither the Borrower, the Trustee nor any agent of the Borrower shall be affected by any notice to the contrary. All Bonds presented for transfer or discharge from registration shall be accompanied by a written instrument or instruments of transfer in form satisfactory to the Borrower and the Trustee duly executed by the registered holder or his attorney duly authorized in writing.

ARTICLE III

DELIVERY OF THE BONDS;
CUSTODY AND APPLICATION OF PROCEEDS OF BONDS

Section 3.1 Delivery of Bonds. The Borrower shall execute and deliver to the Trustee for authentication all of the Bonds. The Trustee shall authenticate the Bonds with all unmatured Coupons thereunto attached and deliver them upon the

order of the Borrower to the purchaser or purchasers thereof upon the payment by such purchaser or purchasers to the Borrower of the purchase price thereof. The Bonds may be executed by the Borrower and authenticated by the Trustee and delivered prior to any recordation of the Indenture. The receipt of the Treasurer of the Borrower shall be full acquittal to the purchaser or purchasers for the purchase price of the Bonds, and such purchaser or purchasers shall be under no obligation to see to the application thereof. The proceeds of the sale of any of the Bonds shall, however, be held in trust and disposed of only as hereinafter provided.

Section 3.2 Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be disposed of immediately upon receipt of the same as follows:

(a) The accrued interest received upon the sale of the Bonds and the additional sum of $154,525.00 for the payment of interest during construction shall be paid into the Bond Fund;

(b) The purchase price of and the expenses incurred in acquiring the Project shall be paid to those entitled to receive the same;

(c) All expenses incurred in the authorization, sale and issuance of the Bonds, (including, but not limited to $14,000.00 to Capital Planning Services, Inc., on March 1, 1976, solely on the authority of this paragraph without further request, authorization or requisition, anything herein to the contrary notwithstanding, legal, printing and other fees, fees for recording the Lease and the Indenture, and the Trustee's acceptance fee) which can be paid at that time, shall be paid to the persons to whom obligations therefor shall have been lawfully incurred; and

(d) The remaining proceeds of the sale of the Bonds shall be paid into the Project Fund.

Section 3.3 Project Fund; Disbursements. There is hereby created and established with the Trustee a trust fund in the name of the Borrower to be designated the "Project Fund." The monies in the Fund shall be paid out by the Trustee from time to time for the purpose of paying the Project Costs, but only upon receipt of

(a) A requisition or payment request signed by any duly authorized officer, employee or agent of the Borrower and stating with respect to each payment, the amount requested to be paid and the name and address of the person to whom such payment is to be made.

(b) An endorsement on such requisition or payment request signed by the Lessee in which the Lessee shall (i) approve the payment thereby requested to be made, (ii) describe in reasonable detail the particular Project Cost, (iii) state that the purpose for which such payment is to be made is one for which fund monies are authorized under the Lease to be expended, and (iv) certify that such payment is for the acquisition of a part of the Project and consisting of property of a character subject to the allowance for depreciation or for paying expenses incurred in connection with the issuance, sale and delivery of the Bonds.

The provisions of the preceding paragraph to the contrary notwithstanding, if with respect to payment of any item or Project Cost from the Project Fund, the Lessee shall furnish the Trustee a certificate signed by its President and its Secretary stating that the Borrower has failed or refused, after reasonable request therefor made by the Lessee, to issue a payment requisition for payment of such item, the payment requisition therefor may be signed by such officers of the Lessee, and the Trustee shall be fully protected in making the payment requested by the Lessee as fully and completely as if the payment requisition were signed

by an authorized officer or other agent of the Borrower, provided that such payment requisition is accompanied by the endorsement and other documentation required by the provisions of the preceding clause (b) of this Section.

In addition to the documents required by the provisions of clauses (a) and (b) of this Section, the Trustee may require as a condition precedent to any payment or withdrawal further evidence with respect thereto or with respect to the application of any moneys previously disbursed or as to the correctness of any statement made in any requisition, payment request or endorsement. Upon the written request of the holders of at least ten percent (10%) of the Bonds then outstanding, the Trustee shall require such evidence. The Trustee shall, however, be under no duty to require such evidence unless so requested. The Trustee shall not be liable for any misapplication of moneys in the Fund if disbursed pursuant to the provisions of this Section of the Indenture and without knowledge or reason to believe that such disbursement constitutes a misapplication of funds.

Section 3.4 Completion or Acquisition of the Project. The completion or the acquisition of the Project shall be evidenced by the filing with the Trustee of the certificate of the Borrower and a certificate of the Lessee as required by the provisions of the Lease. As soon as practicable and in any event within sixty days from the receipt by the Trustee of such certificate, any balance remaining in the Fund shall without further authorization be deposited by the Trustee to the Reserve Account in the Bond Fund, with advice to the Borrower and to the Lessee of such action.

Section 3.5 Supplemental Indenture Required. Promptly upon the completion or the acquisition of the Project, the Borrower and the Trustee will enter into an indenture supplemental hereto, more fully describing the personal property

which is referred to in the Granting Clauses hereof and which is subject to the lien of this Indenture.

ARTICLE IV

COLLECTION AND APPLICATION OF RENTALS AND REVENUES OF THE PROJECT; BOND FUND; REDEMPTION ACCOUNT; RESERVE ACCOUNT

Section 4.1 Bond Fund. There is hereby established a special trust fund, designated the "Bond Fund" which shall be held in trust by the Trustees. The money in the Bond Fund, exclusive of the Reserve Account, shall be applied solely to the payment of the principal of the Bonds and interest thereon, or to the extent herein authorized, to the payment of the redemption price and expenses incident to the redemption of Bonds. The Bond Fund shall be maintained until both the principal of and interest on the Bonds shall have been paid in full. There shall be deposited in the Bond Fund (1) all rent payments required by subdivisions (i), (ii) and (iii) of Subsection (a) of Section 3.2 of the Lease; (2) all monies required to be deposited in the Bond Fund pursuant to any other provision of the Lease; and (3) all monies required by Section 5.4 hereof to be deposited therein.

An Insurance Account is hereby established in the Bond Fund. The Trustee shall deposit in the Bond Fund and credit to the Insurance Account all rent payments specified in subdivision (a) of Section 3.2 of Article III of the Lease. If such payments are not sufficient to provide funds in the Insurance Account sufficient for the payment of all insurance premiums required to be paid by the Trustee before such premiums shall become delinquent, the amount of such deficiency shall be transferred by the Trustee to the Insurance Account from any other monies then in the Bond Fund, subject to repayment when other monies for the Insurance Account shall have been provided. The Insurance Account shall be used

solely for the payment of insurance premiums which the Trustee is required to pay on insurance which the Trustee is required to maintain on the life of each of the Individual Guarantors under Section 5.16, Article V hereof.

A Reserve Account is hereby established in the Bond Fund. The Trustee shall deposit in the Bond Fund and credit to the Reserve Account (1) all rent payable under subdivision (iii) of subsection (a) of Section 3.2 of the Lease; and (2) all monies required to be deposited in the Reserve Account pursuant to any other provision of the Lease or this Indenture. The money in the Reserve Account shall be used for the payment of principal on the Bonds at the maturity date thereof and the payment of interest on the Bonds on an interest payment date, but only in the event that, at the time of any such maturity date or interest payment date, the other moneys then held in the Bond Fund, excluding the money held in the Insurance Account shall be insufficient for such purpose.

Whenever the amount in the Bond Fund from any source whatsoever, including the Reserve Account but excluding the Insurance Account, is sufficient to effect the redemption of all outstanding Bonds on the earliest date at which they may be redeemed in accordance with the provisions of the Indenture and to pay all interest which may accrue thereon on or prior to such date, the Borrower shall take appropriate action to redeem all such Bonds on such date and the monies held in the Bond Fund shall be applied to the redemption of such Bonds and to the payment of such interest and, when such redemption shall have been effected, no further payments into the Bond Fund need be made.

Section 4.2 Release of Funds Upon Payment of Bonds. Any amounts remaining in the Bond Fund after payment in full of the Bonds, the fees, charges and expenses of the Trustee and the paying agents and all other amounts required to be paid

hereunder shall be paid or applied as provided in the Lease if there is no default thereunder.

Section 4.3 Trustee as Paying Agent and Registrar. The Trustee is hereby designated and agrees to act as a paying agent and as Bond Registrar for and in respect to the Bonds.

Section 4.4 Payments Due on Sundays and Holidays. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any bonds shall be in the place of payment, a Sunday or legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal (and premium, if any) need not be made on such date in such city but may be made on the next succeeding business day not a Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close with the same force and effect as if made on the date of maturity or the date fixed for redemption or prepayment, and no interest shall accrue for the period after the stated date for payment.

Section 4.5 Security for Funds. The monies at any time on deposit in the Project Fund and the Bond Fund shall be and at all times remain funds impressed with a trust for the purpose for which each of said funds was created.

Section 4.6 Investments of Project Fund. As promptly as practicable following the issuance and sale of any Bonds and from time to time thereafter, the Trustee will request the Lessee to furnish to it a written certificate stating the approximate dates that monies will be required to be disbursed from the Project Fund and the amounts estimated to be disbursed on such dates. Promptly after receipt of each such certificate, the Trustee will, to the extent practicable, cause the Project Fund monies certified in the said certificate to be invested in Investment Securities

which mature, or which are subject to redemption by the holder, no later than the dates on which monies will be required as shown in the said certificate. All income on such investments shall be deposited in the Project Fund. The Trustee may from time to time cause any such Investment Securities to be sold or otherwise converted into cash and shall cause such Investment Securities to be sold or otherwise converted into cash whenever cash is needed for the purpose for which the Project Fund was established.

Section 4.7 Investment of Monies in Other Funds. Any monies held as part of the Bond Fund (including the Insurance Account) shall be invested or reinvested by the Trustee in Investment Securities, to the extent that such investment is feasible and consistent with the purposes of the Fund for which such investment is being made; provided that monies held as a part of the Reserve Account in the Bond Fund may not be invested in Investment Securities maturing more than five years after the date of such investment. The Trustee may in making investments treat all monies in said Funds as constituting a single account in acquiring Investment Securities, provided an accurate record allocating investments to each Fund is maintained. Any such investments shall be held by or under control of the Trustee and shall be deemed at all times a part of the Fund for which the investments are made. All income and all profits realized on the investment of monies in such Fund (other than the Reserve Account) during the period prior to completion of the acquisition of the Project shall be paid into the Project Fund, and all such income and profits realized after completion of the acquisition of the Project shall be considered gross income from the project and shall be transferred by the Trustee to the Bond Fund and credited to the next maturing installment of rent due under subsection (a) of Section 3.2 of the Lease and applied to the next installment

of principal or interest coming due on the Bonds. All income and profits realized on the investment of moneys in the Reserve Account shall remain in and constitute a part of the Reserve Account until the amount on deposit therein is $174,125.00 and thereafter all such income and profits shall be considered gross income from the Project and shall be transferred by the Trustee to the Bond Fund and credited to the next maturing installment of rent due under subsection (a) of Section 3.2 of the Lease and applied to the next installment of principal or interest coming due on the Bonds so long as the amount on deposit in the Reserve Account is not less than $174,125.00. The Trustee shall sell and reduce to cash a sufficient portion of investments of any Fund or Account whenever cash is needed for the purpose for which such Fund or Account was established.

Section 4.8 Trustee's Responsibility. The Trustee shall have no liability or responsibility for any loss resulting from investments made under the Indenture except liability for its own negligence or for failure to keep such moneys fully invested to the extent practicable.

Section 4.9 Arbitrage Provision. No use of the proceeds of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of such Bonds, would have caused such Bonds to be "arbitrage bonds" within the meaning of Section 103(d), Internal Revenue Code of 1954, as amended. The Borrower and the Trustee shall be obligated to comply with the requirements of Section 103(d), Internal Revenue Code of 1954, as amended, and the applicable regulations thereunder through the term of the Bonds. The provisions of the preceding two sentences shall constitute a covenant by the Borrower and by the Trustee with the purchasers of the Bonds.

Section 4.10 Money Held in Trust. Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law. The Trustee shall be under no liability for interest on any money received by it hereunder which is not at the time invested except as otherwise agreed with the Borrower.

ARTICLE V

COVENANTS BY THE BORROWER

The Borrower, for itself, its successors and assigns, covenants and agrees with the Trustee and the holders from time to time of the Bonds and Coupons, as follows:

Section 5.1 To Pay Principal, Premium and Interest on Bonds. The Borrower will duly and punctually pay, or cause to be duly and punctually paid, but solely out of the revenues, rentals and receipts from the Project, the principal of and the interest and premium, if any, on each and every Bond at the place, on the dates and in the manner provided in the Indenture and in the Bonds and the Coupons thereto appertaining, according to the true intent and meaning of the Indenture and of the Bonds.

Section 5.2 Construction of Project. The Borrower will cause the construction of the Project to be completed with due diligence. All monies derived from the sale of the Bonds shall be used solely for the purposes for which the same are authorized under this Indenture and not otherwise.

Section 5.3 Cooperation with Lessee. The Borrower will cooperate with the Lessee to the and that the Project may be placed in operation at the earliest possible time and thereafter operated by the Lessee in the most successful and productive manner possible.

Section 5.4 Collection and Disposition of Revenues and Receipts; Deposits in Bond Fund. The Borrower will promptly collect or cause to be collected all revenues and receipts derived from the leasing of the Project as the same become due and will cause all such revenues and receipts as collected to be paid over to and deposited in the Trustee for disposition in accordance with and as provided in this Indenture. The Borrower

will deposit, or cause to be deposited, in the Bond Fund sufficient sums from revenues and receipts derived from the Project (whether or not under and pursuant to the Lease) promptly to meet and pay the principal of (and premium, if any) and interest on the Bonds as the same become due and payable.

Section 5.5 Borrower to Keep Project Leased. The Borrower will keep the Project leased at all times for a rent sufficient to pay the principal of and interest on the Bonds as the same become due and payable, and also, unless leased under an agreement requiring the Lessee to take out, maintain and pay for adequate and proper insurance of the Project and requiring the lessee to keep and maintain the project in good repair and operating condition, sufficient also to pay the cost of such insurance and such maintenance and repair. Should there be a default under the Lease with the result that the right of possession of the Leased Premises under the Lease is returned to the Borrower, the Borrower shall fully cooperate with the Trustee and with the bondholders and shall diligently proceed in good faith and use its best efforts to secure another tenant for the Project to the end that all times sufficient revenues and receipts will be derived from the Project promptly to meet and pay the principal of (and premium, if any) and interest on the Bonds as the same become due and payable, as well as covering the cost of maintaining and insuring the Project. All leases except the Lease shall be subject to the prior written approval by the Trustee and all such leases shall be assigned to the Trustee as security for the Bonds.

Section 5.6 Insurance, Repairs and Taxes. The Borrower shall cause the Lessee at its cost and expense to insure the Project, to keep the Project in good order and repair and to pay all lawful taxes, assessments and charges at any time levied or assessed upon or against the Project or any part

thereof which might impair or prejudice the lien or priority of this Indenture, all as provided in the Lease. The Borrower shall also cause the Lessee to deposit with the Trustee all policies of insurance required to be maintained under the Lease or a certificate or certificates of the respective insurers attesting the fact that such insurance is in full force and effect. Prior to the expiration and cancellation of any such policy, the Borrower shall cause the Lessee to furnish to the Trustee satisfactory evidence that such policy has been renewed or replaced by another policy.

Section 5.7 Performance of Covenants by Borrower and Lessee; Defaults by Lessee. The Borrower will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every bond executed, authenticated and delivered hereunder and in all proceedings of its Board of Trustees pertaining thereto.

The Borrower will require the Lessee faithfully to perform at all times any and all covenants, undertakings, stipulations and provisions contained in the Lease. The Borrower will promptly notify the Trustee in writing if, to the knowledge of the Borrower, the Lessee fails to perform or observe any of the agreements or covenants on its part contained in the Lease. The Borrower will promptly comply with the instructions or directions of the Trustee with respect to the giving of notice of default to the Lessee and the exercise of rights and remedies in the event of default under the Lease. Unless so instructed or directed the Borrower will not give the Lessee a notice of default or exercise any right or remedy under the Lease.

Section 5.8 Inspection of Project Books. All books and documents in the Borrowers possession relating to the Project and the revenues and receipts derived from the Project including any financial statement or other report by the Lessee shall at all times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

Section 5.9 List of Bondholders. To the extent that such information shall be made known to the Borrower, it will keep or cause to be kept on file at the principal office of the Trustee a list of names and addresses of the last known holders of all Bonds payable to bearer and believed to be held by each of such last known holders. Any Bondholder may request that his name and address be placed on said list by filing a written request with the Borrower or with the Trustee, which request shall include a statement of the principal amount of Bonds held by such holder and the numbers of such Bonds. The Trustee shall be under no responsibility with regard to the accuracy of said list. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the Lessee, or by holders, or a designated representative thereof, of twenty-five per cent or more in principal amount of Bonds then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Section 5.10. No Vacancy in Office of Trustee. The Borrower, whenever necessary to avoid or fill a vacancy in the Office of Trustee, will appoint, in the manner provided in Section 8.8, a Trustee, so that there shall at all times be a Trustee hereunder.

Section 5.11 Borrower Will Not Extend Time of Payment of Bonds or Coupons Without Consent of Bondholders. The Borrower will not directly or indirectly extend or consent to the extension of the time of payment of any of the Bonds or Coupons, unless consented to by the holder of the Bond or Coupon so affected.

Section 5.12 Title to Mortgaged Property. The Borrower has title in fee simple to and the beneficial interest in and is lawfully possessed of the Project and the Mortgaged

property and has the rightful power and lawful authority to mortgage the same, subject only to the Lease and Permitted Encumbrances. All of the Mortgaged Property is free and clear of and from all and any liens and encumbrances of every nature and kind, except Permitted Encumbrances, and will be so kept except as herein otherwise permitted, and the Borrower will at all times maintain and preserve the lien and rank of this Indenture as herein provided.

Section 5.13 Title to Pledged Revenues. The Borrower has legal title to and the beneficial interest in the revenues and receipts from the Project hereof pledged and the Lease assigned and pledged and the rightful power and the lawful authority to pledge and assign the same. The Borrower will warrant and defend such pledge and assignment to the Trustee, its successor and assigns, for the benefit of the holders for the time being of the Bonds and Coupons, against the claims and demands of all persons whomsoever. The revenues, receipts and the Lease so pledged and assigned are now and will be kept free and clear of and from any and all liens and encumbrances of every nature and kind except as herein otherwise provided. The Borrower will at all times maintain and preserve the lien and rank of this Indenture as a first and prior lien upon revenues, receipts and the Lease so pledged and assigned.

Section 5.14 Further Assurances; Recording Indenture and Lease. The Borrower will at any time or times do, execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered, all such further acts, deeds, conveyances, assignments, pledges, transfers and assurances in law as the Trustee shall reasonably require for the better assuring, assigning, transferring, pledging and confirming unto the Trustee, all and singular, the property and rights herein assigned, transferred and pledged or intended so to be. The Borrower will cause this Indenture and any and all

additional instruments executed pursuant to the provisions hereof at all times to be recorded and filed and kept recorded and filed in such public offices as may be necessary or required by law in order fully to preserve, continue and protect the security of the Bonds and the rights and remedies of the Trustee. The Borrower will fully comply with all the requirements of any and every recording law or any other law affecting the due recording and filing of this Indenture or of any such additional instruments. The Borrower will also cause the Lease, all supplements thereto and all other leases of the Project to be filed and recorded in like manner.

Section 5.15 Conveyance of Property to DeSoto County, Mississippi. Simultaneously with the delivery of the Bonds to the purchaser thereof, the Borrower will execute and deliver to the Trustee such deeds and bills of sale or other documents as shall be necessary to convey all its right, title and interest in and to the Project to DeSoto, County, Mississippi, subject only to the lien of this Indenture, the interest of the Lessee under the Lease and Permitted Encumbrances. The Borrower does hereby authorize and direct the Trustee to deliver said instruments to the said grantee therein only upon the payment in full of the principal of and the interest on all the Bonds secured hereunder. The Borrower does hereby grant and reserve unto said County the right to prepay or cause to be pre-paid all sums secured hereby, in accordance with the terms hereof, and thereby accelerate and obtain the delivery of said instruments as aforesaid. Subject to the provisions of Article VII hereof, when the debt secured hereby shall be paid in full, said County shall become the owner in fee and upon the expiration of the term of the Lease entitled to exclusive possession of the Project. Until such delivery of said instruments to the County by the Trustee as in this Section provided, all such right, title and interest shall remain vested in the Borrower.

Section 5.16 Life Insurance. So long as the Project is leased to the Lessee under the Lease, the Trustee shall, for the benefit of the holders from time to time of the Bonds and coupons, apply for, take out and pay, from the Insurance Account in the Bond Fund, the premium on and hold possession of policies of life insurance on the lives of the persons and in the amounts as specified in Section 4.8 of the Lease. Any policy of life insurance taken out by the Trustee shall be in an insurance company or companies qualified to do business in the State of Mississippi and shall be payable to the Trustee in the event of the death of the insured. The Trustee may in lieu of such life insurance accept the assignment of policies which comply with the requirements of this Section of the Mortgage. In the event of the death of any of the persons named as insureds, the Trustee shall apply for the payment of the face amount of such policy or policies and deposit all such policy proceeds in the Bond Fund and apply the same to the redemption of the Bonds as provided on the face of the Bonds and in the Mortgage.

(The next provision of this Indenture is ARTICLE VI)

ARTICLE VI

POSSESSION, USE, DESTRUCTION AND CONDEMNATION OF PROJECT.

Section 6.1 Subordination to Rights of the Lessee. This Indenture and the rights and privileges hereunder of the Trustee and the holders of the Bonds and Coupons appertaining thereto are specifically made subject and subordinate to the rights and privileges of the Lessee set forth in the Lease. So long as the Lessee is not in default under the provisions of the Lease, the Lessee shall be entitled to possession of the Project and all other rights under the Lease.

Section 6.2 Condemnation or Destruction of or Damage to the Project. In the event of condemnation or destruction of or damage to the Project, provision is made in the Lease for the application of the Net Proceeds (as therein defined) of insurance or condemnation awards. All such proceeds shall be held and applied as provided in the Lease. Any such proceeds held by the Trustee for the purpose of repairing, rebuilding or restoring the Project shall be deposited in the Project Fund and withdrawals shall be made therefrom upon compliance with the provisions of this Indenture with reference to disbursements from said Fund.

(The next provision of this Indenture is Section 6.3)

Section 6.3 Prohibition of Mortgages and Pledges. The Borrower will not mortgage, pledge or otherwise encumber the Project or any part thereof or the revenues and receipts pledged hereunder unless such mortgage, pledge or other encumbrance shall have been authorized by resolution of the governing body of DeSoto County, Mississippi, and is subordinate, junior and secondary in all respects to the pledge and lien of this Indenture and to all obligations set forth herein. The Borrower shall not incur any obligations or issue any bonds or other securities payable from the revenues and receipts herein pledged which will have priority to or equality with the Bonds herein authorized with respect to the payment of the principal or interest from said revenues and receipts or from any monies in the Bond Fund except as herein specifically authorized.

Section 6.4 Improvements, Alterations, Fixtures and Personal Property. While the Borrower is not in default hereunder, the Borrower without procuring the consent of the Trustees, may construct additional buildings and improvements on the site of the Project and may alter, repair, replace, change or add to the fixtures or structures constituting a part of the Project or permit a lessee of the Project so to do; provided that such action does not materially impair either the value of the Project or its utility for the purpose intended, and provided further that such buildings, improvements and alterations shall be deemed a part of the Project and covered by this Indenture. If the Borrower shall not be in default hereunder, either the Borrower or its Lessee may dispose of, free from the lien hereof, any personal property or fixtures constituting a part of the Project, but only if the Borrower or the Lessee shall first have substituted property or fixtures of equal value and utility to be subject to the lien hereof, free and clear of liens prior to the lien of this Indenture. Nothing contained herein is intended to

limit or restrict any right or privilege granted to the Lessee under the Lease.

Section 6.5 Release Clause With Respect to Mortgaged Property. The Mortgaged Property described in Exhibit "A" hereto contains two possible sites of approximate equal acreage for the location of the project, i.e., "Site 1" and "Site 2." While the Borrower presently owns both sites and has the sole option as to which site will ultimately be utilized, it is legally obligated by contract to reconvey without monetary consideration to its predecessor in title the site not so utilized in the Project. Consequently, the Borrower may obtain the release of either "Site 1" or "Site 2" of the Mortgaged Property and not utilized or needed as a part of the project, and the Trustee shall release the same from the lien hereof upon deposit by the Borrower with the Trustee of the following:

(1) A resolution describing the site to be released in reasonable detail, stating that the Borrower has exercised its option as to the site to be utilized for the Project and is not in default under any provisions of the Indenture and requesting such release;

(2) A certificate of an independent architect or engineer licensed as such in the State and acceptable to the Trustee, made and dated not more than sixty days prior to the date of the release, stating that in the opinion of the signer, such property is not and will not be needed as part of the Project, and that the release and disposition thereof will not impair the usefulness of the Project for its intended purpose;

(3) A certificate of a reputable attorney that the site to be utilized carries the legal zoning classification, use permit or variance which will permit the use of the site for the Project.

(4) If there is no default under the Lease Agreement, the written consent of the Lessee to such release.

Upon compliance by the Borrower with the foregoing conditions, the Trustee shall, at the expense of the Borrower, execute and deliver to the Borrower any and all instruments that may be necessary to release from the lien of this Indenture the site of the Mortgaged Property not so utilized in the Project.

Parts of the Mortgaged Property may also be released from the lien of this Indenture as provided in and upon compliance with the provisions of the Lease Agreement with respect to the release of property from the provisions of the Lease Agreement and the lien of this Indenture and, upon compliance with said provisions, the Trustee shall execute and deliver to the Borrower and the Lessee any and all instruments that may be necessary to effect such release.

ARTICLE VII

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

Section 7.1 Events of Default. If any of the following events occur, it is hereby defined as and declared to be and constitute an "Event of Default":

(a) Failure by the Borrower to pay the principal of or the interest on any Bond or Coupon as and when the same becomes due as therein and herein provided, whether such shall become due by maturity or otherwise;

(b) Failure by the Borrower to perform any of the agreements on its part herein contained (other than its agreement to pay the principal of and the interest on the Bonds and Coupons) after thirty (30) days' written notice of such failure (which notice must state that it is a "Notice of Default" hereunder) made by the Trustee to the Borrower or made to the Borrower and the Trustee by the holders of 10% in principal amount of the Bonds then Outstanding and secured hereby, unless during such period or any extension thereof the Borrower has taken steps reasonably calculated to remedy such default;

(c) Appointment by a court having jurisdiction of a receiver for the Project or for a substantial part thereof, or approval by a court of competent jurisdiction of any petition for reorganization of the Project or rearrangement or readjustment of the obligations of the Borrower under any provisions of the bankruptcy laws of the United States and the continuation of such appointment or approval unstayed and in effect for a period of 60 consecutive days; or

(d) Failure of the Borrower to obtain a new tenant for the Project within sixty (60) days after an event of default by the Lessee, as defined in Section 8.1 of the Lease.

Section 7.2 Remedies on Default. Whenever any Event of Default shall have happened and be subsisting:

(a) The Trustee may, and upon written request of the holders of not less than ten per cent (10%) in principal amount of the Bonds then outstanding shall, by notice in writing delivered to the Borrower, declare the principal of all the Bonds then outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable, anything in this Indenture or the Bonds to the contrary notwithstanding; subject, however, to the discretionary right of the Trustee and upon written notice to the Trustee by the holders of a majority in principal amount of the Outstanding Bonds the duty of the Trustee to annul such declaration and destroy its effect at any time before the Mortgaged Property or the Project shall have been sold pursuant to any provision of the Indenture, if all covenants with respect to which default shall have been made, shall be fully performed, and all arrears of interest upon all Bonds Outstanding hereunder and the reasonable expenses and charges of the Trustee, its agents and attorneys, and all other payments required by this Indenture (except the principal of any Bonds not then due by their terms) shall be paid or the amount thereof shall be paid to the Trustee for the benefit of those entitled thereto.

(b) The Trustee may proceed to protect and enforce its rights and the rights of the holders of the Bonds hereunder and under the Bonds, by a suit or suits, whether for the specific performance of any covenant or agreement herein contained or in execution or aid of any power granted herein or for the enforcement of any other proper, legal or equitable remedy, as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce its rights and the rights of the holders of the Bonds hereunder.

(c) The Trustee shall be entitled upon or at any time after the commencement of any proceedings instituted in the Event of Default, as a matter of strict right, upon the order of any court of competent jurisdiction, to the appointment of a receiver of the Project and the Mortgaged Property and of the rent, revenues and income from the Project with power to lease the Project and the Mortgaged Property. Any such receiver shall, except as herein otherwise provided, have all the usual powers and duties of receivers in similar cases with full power upon the order of such court to lease the Project and the Mortgaged Property, or any part thereof, upon any terms approved by the court.

(d) The Trustee may, in its discretion, with or without declaring the Bonds due and payable, enter upon and take possession of the Project and the Mortgaged Property and lease the same in the name and as the agent of the Borrower and from time to time maintain and restore and insure and keep insured the same, in the manner and to the same extent as is usual with like properties and likewise, from time to time, make all necessary repairs, renewals, replacements, alterations, additions and improvements thereto and thereon as may seem judicious and lease the same or any part thereof, as

effectually as the Borrower could do, and the Trustee shall be entitled to collect and receive all rents, revenues and income of the Project and the Mortgaged Property and every part thereof and, after paying the expense of leasing the same, including the expenses of maintenance, repairs and insurance or other charges thereon, as well as just and reasonable compensation for the services of the Trustee and its agents, attorneys, receivers or counsel, the Trustee shall apply the monies arising as aforesaid as provided in Section 9.7 hereof.

(e) The Trustee, with or without entry, personally or by attorney may in its discretion sell, or cause to be sold all and singular the Project and the Mortgaged Property, and all the estate right, title and interest, claim and demand therein, or any part of the Project or Mortgaged property, including any item of equipment, such sale or sales to be made at public outcry at the main door of the Desoto County Courthouse at such time or times and upon such terms as may be required by law or as the Trustee may determine after having first given notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three (3) consecutive weeks prior to said sale in any newspaper then published in said County, pursuant to a suit or proceeding in accordance with law for the foreclosure of this Indenture, with or without further, other or incidental relief, such as the appointment of a receiver, the specific enforcement of covenants or obligations or an injunction to prevent violations or threatened violations of any covenant, obligation or agreement provided by the Indenture.

(f) In the event the Trustee exercises its discretion to sell the project and the mortgaged property pursuant to the provisions of Section 7.2(e) of this Article, then prior to any sale thereof the Trustee shall first offer the mortgaged property in writing to the Board of Supervisors (or their successors) of DeSoto County, Mississippi, who shall have an unrestricted first offer to then accelerate its acquisition of the free and unencumbered title to said property for a reasonable period of time from the date of such notice by paying to the Trustee a sum of money sufficient to pay all amounts then due and owing the Trustee and the bondholders, and, for this purpose the principal of all bonds not yet matured or declared due shall be forthwith due, anything contained herein to the contrary notwithstanding.

Section 7.3 Sale of Project. On any sale of the Project of any part thereof by the Trustee pursuant to any of the foregoing powers:

(a) The principal of all the Bonds not yet matured or declared due shall forthwith become due, anything therein or herein to the contrary notwithstanding.

(b) If the whole of the Mortgaged Property shall be offered for sale, said Mortgaged Property shall be sold in one parcel and as an entirety, unless the Trustee shall deem such sale as an entirety to be illegal or impracticable or inadvisable by reason of some statute or other cause.

(c) Any fixtures, personal property or chattels constituting a part of the Mortgaged Property may be sold without having such property at the place of sale, and the Borrower, for itself, its successors and assigns and for all persons hereafter claiming through or under it hereby expressly waives and releases all right to have the Mortgaged property or any part thereof at the place of sale upon any foreclosure sale thereof.

(d) The Trustee may adjourn, or cause to be adjourned, from time to time, any sale, by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and, except as otherwise provided by law, such sale may be made, without further notice or publication, at the time and place to which the same shall be so adjourned.

(e) If on the sale of the whole of the Mortgaged Property, no cash bid be received in an amount sufficient to pay all amounts then owing to the Trustee and the Bondholders, the Trustee may be the purchaser at such sale, crediting on the Trustee's bid the aggregate amount of all sums due the Bondholders and the Trustee under this Indenture, and the Trustee may thereafter sell all such property for an amount less than sufficient to pay all amounts then owing to the Trustee and the bondholders or for a consideration consisting of part cash and part purchase money mortgage, or both; provided (1) that such sale and the terms and amounts of any purchase money mortgage are approved in writing by the holders of a majority in principal amount of the then Outstanding Bonds, and (2) that in the opinion of the Trustee the price obtained at such sale represents the fair market value of the property sold, as demonstrated by more than one qualified bid thereat or by appraisal by an independent appraiser acceptable to the Trustee.

(f) Any Bondholder or Bondholders or the Trustee, or any of them, may bid for and purchase the Project or the portion thereof to be sold, at such sale.

(g) The purchaser may make payment, in whole or in part, of the amount by which his bid exceeds the sum necessary to discharge any prior liens and to pay costs, charges, fees and expenses by receipting for the share of the proceeds of the sale to which as a Bondholder he will be entitled.

Section 7.4 Rights and Remedies of Trustee on Default under Lease. The Trustee shall have the right in the name of the Borrower to declare any default and exercise any remedy or remedies under the Lease or any other lease of the Project, including the right to declare the entire rent reserved under such lease immediately due and payable and to take any available proceedings against any party liable upon such lease for the payment thereof, including the Guarantors of the Lessee's obligations and any guarantor, if any, of any other Lessee's obligations. In the event of a default by the Lessee as defined in Section 8.1 of the Lease, or in the event of a default by any other lessee of the Project in the punctual payment of rent sufficient to pay the principal and interest on all the Bonds outstanding as such principal and interest become due and payable, the Trustee may and, upon the written request of the holders of a majority in principal amount of the Bonds then outstanding, the Trustee shall declare such lease in default and, upon being indemnified to its reasonable satisfaction, shall pursue such proper remedies as may be directed by the holders of such Bonds for the enforcement of the provisions of the lease or any other lease and the guaranty of the Individual Guarantors and any other guaranty, if any, and the exercise of any remedies available to the Borrower or the Trustee in the event of such default under the Lease and the Guaranties and under any other lease and guaranty, if any; subject, however, to the discretionary right of the Trustee and, upon written notice to the Trustee by the holders of a majority in principal amount of the outstanding bonds, the duty of the Trustee to annul such declaration and destroy its effect at any time before action at law or in equity to enforce such right shall have been instituted.

In the event of a default under the Lease, the Trustee may, in its discretion and upon the written request of the holders of not less than twenty per cent (20%) in principal amount of the Bonds then outstanding, shall, upon five days' written notice to the Lessee under the Lease and to the Individual Guarantors named therein, exercise any or all of the options, rights and privileges with respect to any or all policies of life insurance provided in Article V, Section 5.16 hereof, including, without limitation, the surrender of any or all policies or any part thereof for its cash surrender value, the effecting of loans on any or all policies or any part thereof, and the converting of any or all policies or any part thereof to term insurance, as the Trustee shall deem most effectual.

Section 7.5 Rights and Remedies of Trustee in the Event of Bankruptcy, Etc. of a Lessee. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, composition or other judicial proceeding relative to any lessee, guarantor or other person obligated for rent on the Project, the Trustee (irrespective or whether there has been a default under this Indenture) shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount owing and unpaid and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for reasonable compensation to the Trustee, its agents, attorneys and counsel, and for reimbursement of all expenses and liabilities incurred, and all advances made, by the Trustee except as a result of its negligence or bad faith) and of the Bondholders allowed in any such judicial proceedings, and to collect and receive any monies or other property payable or deliverable on any such claims, and any receiver, assignee

or trustee, liquidator, sequestrator (or other similar official) in any such judicial proceeding is hereby authorized by each of the Bondholders to make payments to the Trustee.

In the event a lessee of the Project or a guarantor is adjudicated a bankrupt, the Trustee on receipt of notice thereof shall publish in one issue of a daily newspaper published in Jackson, Mississippi, a notice to Bondholders of such adjudication.

Section 7.6 Rights of Lessee in Event of Default by Borrower under this Indenture. If the Lessee of the Project is not in default and an Event of Default should occur under this Indenture, the Trustee shall notify the Lessee of the Project in writing of the occurrence of such default and the Lessee shall have the right to remedy such default hereunder within thirty (30) days after such written notice, provided the Lessee shall pay all expenses of remedying such default. The exercise of the remedies set forth in Section 7.2 are subject to the right of a lessee under this Section to remedy a default as in this Section provided and limited.

Section 7.7 Application of Money Collected. Any money collected by the Trustee pursuant to this Article shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal (or premium, if any) or interest, upon presentation of the Bonds or Coupons, or both, as the case may be, and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

First. To the payment of all amounts for which the Trustee has a lien under Section 8.7 and all expenses in preserving, maintaining and keeping the Project insured;

Second. To the payment of the amounts then due and unpaid upon the Bonds and Coupons for principal (and premium, if any) and interest, in respect of which or for the benefit of which such money has been collected, ratably, without preference or priority of any kind, according to the amounts due and payable on such Bonds and Coupons, for principal (and premium, if any) and interest, respectively; and

Third. To the payment of the remainder, if any, to Desoto County, its successors or assigns or to whomsoever may be lawfully entitled to receive the same or as a Court of competent jurisdiction may direct.

Section 7.8 Bondholders Need Not Be Joined. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds or Coupons may be prosecuted and enforced by the Trustee without the possession of any of the Bonds or Coupons or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as trustee of an express trust without the necessity of joining as plaintiffs or defendants any holders of the Bonds or the bearers of Coupons, and any recovery shall (after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) be for the ratable benefit of the holders of the Outstanding Bonds and Coupons in respect of which such judgment has been recorded.

Section 7.9 Right of Bondholders to Direct Proceedings. The holders of a majority in principal amount of the Outstanding Bonds shall have the right to direct the time, method and

place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee, provided that (1) such direction shall not be in conflict with any rule or law or this Indenture, (2) The Trustee shall not determine that the action so directed would be unjustly prejudicial to the holders not taking part in such direction, and (3) The Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction.

Section 7.10 Limitation on Suits by Bondholders. No holder of any Bond or Coupon shall have any right to institute any proceeding, judicial or otherwise, with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless (1) such holder has previously given written notice to the Trustee of a continuing Event of Default; (2) the holders of not less than 10% in principal amount of the Outstanding Bonds shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee hereunder; (3) such holder or holders have offered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; (4) the Trustee for 30 days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and (5) no direction inconsistent with such written request has been given to the Trustee during such 30-day period by the holders of a majority in principal amount of the Outstanding Bonds, it being understood and intended that no one or more holders of Bonds or Coupons shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the rights of any other holders of Bonds or Coupons, or to obtain or to seek to obtain priority or preference over any other holders or to enforce any right under this Indenture, except in the manner

herein provided and for the equal and ratable benefit of all the holders of bonds and coupons.

Notwithstanding any other provision hereof, the right of the holder of any Bond, which is absolute and unconditional, to receive payment of the principal of and the interest on such Bond on or after the due date thereof, as therein and herein expressed, or to institute suit for the enforcement of such payment on or after such due date, or the obligation of the Borrower, which is also absolute and unconditional, to pay the principal of and the interest on the Bonds to the respective holders thereof at the time and place in said Bonds and Coupons expressed, shall not be impaired or affected without the consent of such holder; provided, however, that no bondholder shall be entitled to take any action or institute any such suit to enforce the payment of his Bonds, whether for principal or interest, if and to the extent that the taking of such action or the institution or prosecution of any such suit or the entry of judgment therein would under applicable law result in a surrender, impairment, waiver or loss of the lien hereof under the Project, or any part thereof, as security for the Bonds held by any other Bondholder.

Section 7.11 Remedies Cumulative. No remedy herein contained upon or reserved to the Trustee or to the holders of the Bonds or Coupons is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 7.12 Delay or Omission Not a Waiver. No delay or omission of the Trustee or of any holder of any of the Bonds or Coupons to exercise any right or power accruing upon any default occurring and continuing as aforesaid shall impair any

such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or to the holders of the Bonds or Coupons may be exercised from time to time and as often as may be deemed expedient by the Trustee or by the holders of the Bonds or Coupons.

ARTICLE VIII

THE TRUSTEE

Section 8.1 Certain Duties and Responsibilities.

(a) Except during the continuance of an Event of Default,

(1) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(2) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture.

(b) In case an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(c) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that

(1) this Subsection shall not be construed to limit the effect of Subsection (a) of this Section;

(2) the Trustee shall not be liable for any error of judgment made in good faith by a responsible officer or officers of the Trustee unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;

(3) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the holders of a majority in principal amount of the Outstanding Bonds relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture; and

(4) no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(d) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

Section 8.2 Notice of Defaults. Within 90 days after the occurrence of any Event of Default hereunder, the Trustee shall transmit by mail to the holders of registered Bonds and to the last known owners of Bonds shown by the list of Bondholders

required to be kept by the terms of Section 5.9 hereof at the office of the Trustee, notice of such Event of Default known to the Trustee; provided, however, that except in the case of a default in the payment of the principal of (or premium, if any) or interest on any Bonds, the Trustee shall be protected in withholding such notice if and so long as responsible officers of the Trustee in good faith determine that the withholding of such notice is in the interests of the Bondholders.

Section 8.3 Certain Rights of Trustee. Except as otherwise provided in Section 8.1:

(a) the Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, coupon or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(b) any request, direction, election, order or demand of the Borrower shall be sufficiently evidenced by an instrument signed in the name of the Borrower by its President or its Vice-President (unless otherwise in this Indenture specifically prescribed), and any resolution of the Borrower may be evidenced to the Trustee by a copy thereof certified by the Secretary or Assistant Secretary of the Borrower;

(c) any request, direction, election, order or demand of a lessee of the Project shall be sufficiently evidenced by an instrument signed in the name of the lessee by its President or Vice President (unless otherwise in this Indenture specifically prescribed), and any resolution of the lessee may be evidenced to the Trustee by a copy thereof certified by the Secretary or Assistant Secretary of the lessee;

(d) the Trustee may consult with counsel including counsel who rendered the approving opinion on the Bonds to the initial purchasers thereof and the written advice on opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon;

(e) whenever, in the administration of the trusts of this Indenture, the Trustee shall deem it necessary or desirable that a matter be provided or established prior to taking, suffering or omitting any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or bad faith on the part of the Trustee, be deemed to be conclusively proved and established by a certificate of the Borrower, and such certificate of the Borrower shall, in the absence of negligence or bad faith on the part of the Trustee, be full warranty to the Trustee for any action taken, suffered or omitted by it under the provisions of this Indenture upon the faith thereof;

(f) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Bondholders pursuant to this Indenture, unless such Bondholders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction;

(g) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, coupon or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit; and

(h) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys, and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 8.4 Trustee not Responsible for Certain Matters of Bonds or Security. The recitals contained herein and in the Bonds, except the Trustee's certificate or authentication, shall be taken as the statements of the Borrower, and the Trustee assumes no responsiblity for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of the Bonds or Coupons. The Trustee is not responsible for the recording of this Indenture of the Lease or for the payment of taxes, charges, assessments and liens upon the trust estate, or for insuring the trust estate or the maintenance thereof, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value or title of any of the trust estate, or otherwise as to the maintenance of the security hereof; except that in the event the Trustee enters into possession of a part or all of the trust estate pursuant to any provision of this Indenture, it shall use due diligence in preserving such property.

Section 8.5 May Hold Bonds. The Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds and Coupons and may otherwise deal with the Borrower or a lessee of the Project or a guarantor of rents with the same rights it would have if it were not Trustee.

Section 8.6 Right of Trustee to Perform Certain Acts on Failure of Borrower. In case the Borrower or a lessee of the Project shall fail seasonably to pay or to cause to be paid any tax, assessments, or governmental or other charge upon any part of the Project or the premiums on insurance on the Project or the expenses of maintaining or preserving the Project, the Trustee may pay such tax, assessment, governmental charge, premiums

or expenses without prejudice, however, to any rights of the Trustee or the Bondholders hereunder arising in consequence of such failure; and any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of eight per centum per annum, shall be repaid by the Borrower upon demand, and shall become so much additional indebtedness secured by this Indenture, and the same shall be given a preference in payment over any of the Bonds and shall be paid out of the proceeds of any sale of the trust estate if not otherwise paid by the Borrower, but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by the holders of at least twenty-five per centum of the aggregate principal amount of Bonds Outstanding hereunder and shall have been provided with adequate funds for the purpose of such payment.

Section 8.7 Compensation of Trustee; Lien. The Trustee shall have a first lien on the Project and the revenues and receipts pledged hereunder and all funds held or collected by the Trustee as such (except funds held in trust for the benefit of the holders of particular Bonds or Coupons) with right of payment prior to payment on account of interest or principal of any Bond issued hereunder, for reasonable compensation for all services rendered by it hereunder and for all reasonable expenses, advances, disbursements and counsel fees incurred or made in and about the execution of the trusts hereby created and exercise and performance of the powers and duties of the Trustee hereunder and the cost and expense incurred in defending against any liability in the premises of any character whatsoever (unless such liability is adjudicated to have resulted from the negligence or willful default of the Trustee).

Section 8.8 Resignation and Removal; Appointment of Successor.

(a) No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee under Section 8.9;

(b) The Trustee may resign at any time by giving written notice thereof to the Borrower and to the Lessee. If an instrument of acceptance by a successor Trustee shall not have been delivered to the Trustee within 30 days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee;

(c) The Trustee may be removed at any time by the holders of a majority in principal amount of the Outstanding Bonds by an instrument or instruments in writing delivered to the Trustee, to the Borrower and the Lessee;

(d) If at any time the Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Trustee or of its property shall be appointed or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation, or liquidation, then (i) the Borrower may remove the Trustee, or (ii) any Bondholder who has been a bona fide holder of a Bond for at least six (6) months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee;

(e) If the Trustee shall resign, be removed or become incapable of acting, of if a vacancy shall occur in the office of Trustee for any cause, the Borrower shall promptly appoint a successor Trustee. If, within one year after such resignation,

removal or incapability, or the occurrence of such vacancy, a successor Trustee shall be appointed by a majority in principal amount of the Outstanding Bonds by an instrument or instruments in writing delivered to the Borrower, the retiring Trustee and the Lessee, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment, become the successor Trustee and supersede the successor Trustee appointed by the Borrower. If no successor Trustee shall have been so appointed by the Borrower or the Bondholders and accepted appointment in the manner hereinafter provided, any Bondholder who has been a bona fide holder of a Bond for at least six (6) months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Trustee; and

(f) The Borrower shall give notice of each resignation and each removal of the Trustee and each appointment of a successor Trustee by publishing notice of such event once in a daily newspaper published in the City of Jackson, Mississippi, and by mailing written notice of such event to the Lessee and to the registered holders of Bonds at their addresses as shown in the Bond Register. Each notice shall include the name and address of the principal corporate trust office of the successor Trustee.

Section 8.9 Acceptance of Appointment by Successor. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Borrower and to the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the estate and title of the retiring Trustee to the Mortgaged Property and all the rights, powers, trusts and duties of the retiring Trustee; but, on request of the Borrower or the successor Trustee, such retiring

Trustee shall, upon payment of its charges, execute and deliver an instrument transferring to such successor Trustee all the estate and title of the retiring Trustee to the Mortgaged Property and all the rights, powers and trusts of the retiring Trustee, and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder, subject nevertheless to its lien, if any, provided for in Section 8.7. Upon request of any such successor Trustee, the Borrower shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such estate, title, rights, powers and trusts. All such instruments so executed shall be filed by the Borrower for record in the manner provided by law for the recording of documents affecting title to real estate.

Section 8.10 Merger or Consolidation. Any corporation into which the Trustee may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Trustee shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Bonds shall have been authenticated, but not delivered, by the Trustee then in office, any successor by merger or consolidation to such authenticating Trustee may adopt such authentication and deliver the Bonds so authenticated with the same effect as if such successor Trustee had itself authenticated such Bonds.

ARTICLE IX

AMENDMENTS AND SUPPLEMENTS TO INDENTURE AND LEASE AND GUARANTY AGREEMENT CONSENT OF TRUSTEE TO NEW LEASE OF PROJECT

Section 9.1 Supplemental Indentures Without Consent of Bondholders. Without the consent of the holders of any Bonds

or any notice to any Bondholder (other than 10 days' prior written notice to the original purchaser of the Bonds), the Borrower and the Trustee, at any time and from time to time, may enter into one or more indentures supplemental hereto, in form satisfactory to the Trustee, for any of the following purposes:

(1) to add to the covenants of the Borrower, for the benefit of the holders of the Bonds, or to surrender any right or power herein conferred upon the Borrower; or

(2) to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to make any other provisions with respect to matters or questions arising under this Indenture which shall not be inconsistent with the provisions of this Indenture, provided such action shall not adversely affect the interests of the holders of the Bonds; or

(3) to subject to this Indenture additional revenues, properties or collateral; or

(4) to comply with the provisions of Section 3.5 hereof with respect to more fully describing the personal property which is referred to in the Granting Clauses hereof and which is subject to the lien of this Indenture; or

(5) to modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of any of the states

of the United States, and, if they so determine, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute.

Section 9.2 Supplemental Indenture With Consent of Bondholders. With the consent of the holders of not less than two-thirds in principal amount of the Outstanding Bonds, by a written instrument or instruments delivered to the Borrower and the Trustee, the Borrower and the Trustee may enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of modifying in any manner the rights of the holders of the Bonds and Coupons under this Indenture; provided, however, that no such supplemental indenture shall, without the consent of the holder of each Outstanding Bond affected thereby,

(1) change the stated maturity of the principal of, or any installment of interest on, any Bond, or reduce the principal amount thereof or the interest thereon or any premium payable upon the redemption thereof, or change the coin or currency in which any Bond or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the stated maturity thereof (or, in the case of redemption, on or after the redemption date), or

(2) reduce the percentage in principal amount of the Outstanding Bonds, the consent of whose holders is required for any such supplemental indenture, or

(3) provide that certain provisions of this Indenture cannot be modified without the consent of the holder of each Bond affected thereby, or

(4) create a lien or charge on the Project or the revenues therefrom ranking prior to or on a parity of lien with the lien and pledge thereon contained herein, or

(5) establish preference or priority as between the Bonds.

It shall not be necessary for any written consent of any Bondholder under this Section to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such consent shall approve the substance thereof.

If at any time the Borrower shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be published as shall be requested by the Borrower and in any event one time in a financial journal of general circulation among dealers in municipal securities published in the City of New York, New York. If, because of the temporary or permanent suspension of the publication or general circulation of any journal or for any other reason, it is impossible or impractical to publish any notice required in this Section, then such notice in lieu thereof as shall be made with the approval of the Trustee shall constitute sufficient notice. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the principal office of the Trustee for inspection by all Bondholders. The Trustee shall also cause notice of the proposed execution and delivery of any such supplemental indenture together with a copy of the proposed supplemental indenture to be mailed

by certified or registered mail to the Lessee. A supplemental indenture under this Article shall not become effective unless and until the Lessee shall have consented to the execution and delivery thereof. The Lessee shall be deemed to have consented to the execution and delivery of such supplemental indenture if the Trustee does not receive a letter of protest or objection thereto signed by or on behalf of the Lessee on or before 4:30 o'clock P.M., Central Standard Time, at the principal office of the Trustee on the fifteenth day after the mailing of said notice and a copy of the proposed supplemental indenture.

Section 9.3 Amendments, etc., to Lease and Guaranty Agreement Not Requiring Consent of Bondholders. The Borrower and the Trustee shall, without the consent of or notice to the Bondholders (other than ten days' prior written notice to the original purchaser of the Bonds), consent to any amendment, change or modification of the Lease or guaranties as may be required (i) by the provisions thereof or of this Indenture, (ii) for the purpose of curing any ambiguity or formal defect or omission or correct or supplement any provision which may be inconsistent with any other provision, (iii) for the purposes of identifying more precisely any leased property or of adding other leased property or of adding other covenants of the Lessee or Guarantors or surrendering any rights, options or interests conferred on the Lessee or Guarantors, or (iv) in connection with any other change therein which, in the judgment of the Trustee will not adversely and significantly affect the rights of the holders of the Bonds.

Section 9.4 Amendments, etc., to Lease and Guaranty Agreement Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in the preceding Section, neither the Borrower nor the Trustee shall consent to any other amendment, change or modification of the Lease

or the guaranties contained therein without publication of notice and the written consent of the holders of not less than two-thirds in principal amount of the Bonds at the time outstanding given and procured as in Section 9.2 provided, however, that neither the Borrower nor the Trustee shall consent to any amendment, change or modification which affects the obligation of the Lessee to make payments in the amounts and at the times required for the payment of the principal of and interest on the Bonds as provided in the Lease or make any change in the obligations of the Guarantors with respect to such payments, without the written consent of the holders of all the outstanding Bonds.

If at any time the Borrower, Lessee and the Guarantors shall request the consent of the Trustee to any such proposed amendment, change or modification of the Lease or the guaranties therein, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be published in the same manner and with the same effect as provided in Section 9.2 hereof with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the principal office of the Trustee for inspection by all Bondholders.

Section 9.5 Discretion of the Trustee. In the case of any amendments or supplements authorized under the provisions of this Article, the Trustee shall be entitled to exercise its discretion in determining whether or not any proposed amendment or supplement, or any term or provision therein contained, is proper or desirable, having in view the purposes of such instrument, the needs of the Borrower, the Lessee, the Guarantors and the Project and the rights and interests of the Bondholders

and the Trustee shall not be under any responsibility or liability to the Borrower, the Lessee, the Guarantors or to any Bondholder or to anyone whomsoever for any act or thing which it may in good faith do or decline to do under the provisions of Sections 9.1 through 9.4 hereof. The Trustee shall be entitled to receive, and shall be fully protected in relying upon, an opinion of Independent Counsel acceptable to it as conclusive evidence that any such amendment or supplement complies with the provisions hereof and that the Trustee is authorized hereunder to join in the execution of or consent to such amendment or supplement. The Trustee may, but shall not be obligated to, enter into any supplemental indenture or consent to any amendment of the Lease or the guaranties therein which affects the Trustee's own rights, duties or immunities under this Indenture.

Section 9.6 Effect of Supplement and Amendment. Upon the execution of any supplemental indenture or the consent of the Trustee to any supplement of or an amendment to the Lease or the guaranties therein under this Article, this Indenture shall be modified in accordance therewith, and such supplement or amendment shall form a part of this Indenture for all purposes; and every holder of Bonds theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

Section 9.7 Consent of Trustee to Lease of Project. The Trustee shall not give its written consent to a lease of the Project as required by Section 5.5 hereof without publication of notice and the written consent of the holders of not less than two-thirds in principal amount of the Bonds at the time outstanding given and procured as provided in Section 9.2 hereof; provided that the Trustee shall not consent to any such lease which does not obligate the lessee to pay rents in an amount sufficient to pay the principal of and interest on the Bonds as the same shall become due and payable as well as to cover

the cost of maintaining and of insuring the Project and the Trustee's fees and expenses without the written consent of the holders of all of the Oustanding Bonds.

At any time the written consent of the Trustee is required under this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed lease to be published in the same manner and with the same effect as provided in Section 9.2 hereof with respect to supplemental indentures. Such notice shall briefly describe the proposed lease, give the name and address of the proposed lessee and shall state that copies of such lease, together with financial data and other information with respect to the proposed lessee, are on file at the principal office of the Trustee for inspection by all Bondholders.

The Trustee shall be entitled to receive and shall be fully protected in relying upon an opinion of Independent Counsel acceptable to it as conclusive evidence that the proposed lease complies with the provisions hereof and that the Trustee is authorized under the provisions hereof to give its written consent to such lease. The Trustee shall not be under any responsibility or liability to the Borrower or to any Bondholder or to anyone whomsoever for any act or thing which it may in good faith do or decline to do under this section and Section 5.5 hereof.

ARTICLE X

WHEN BONDS DEEMED PAID: BONDS AND COUPONS NOT PRESENTED FOR PAYMENT

Section 10.1 Bonds Deemed No Longer Outstanding. Any Bond shall no longer be deemed to be outstanding hereunder when payment of the principal of and the applicable redemption or prepayment premium, if any (or the applicable redemption or prepayment price) on such Bond plus interest on such principal to the due date thereof (whether such due date be by reason of maturity

or upon redemption or prepayment or by declaration as provided in Section 7.2(a) hereof, or otherwise) either (a) shall have been made or caused to be made in accordance with the terms thereof, or (b) shall have been provided by irrevocably depositing with the Trustee and irrevocably appropriated and set aside exclusively for such payment (1) moneys sufficient to make such payment or (2) Investment Securities maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee and the paying agents pertaining to the Bond with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee and said paying agents. At such time as a Bond shall be deemed to be no longer outstanding hereunder, as aforesaid, such Bond shall cease to draw interest from the due date thereof (whether such due date be by reason of maturity, or upon redemption or prepayment or by declaration as aforesaid, or otherwise) and, except for the purposes of any such payment from such monies or Investment Securities, shall no longer be secured by or entitled to the benefits of the Indenture.

Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed or otherwise prepaid prior to their stated maturities, no deposit shall constitute such payment, discharge and satisfaction as aforesaid,

(a) As to any such Bonds as are not at the time of the making of such deposit immediately redeemable or prepayable in accordance with the provisions hereof until either (1) such Bonds shall have been irrevocably called or designated by the Borrower for redemption or prepayment on the first date thereafter such Bonds may be redeemed or prepaid in accordance with the provisions hereof or

(2) until ninety days prior to the respective stated maturities of such Bonds, or

(b) as to any such Bonds as are at the time of the making of such deposit immediately redeemable or prepayable in accordance with the provisions hereof until (1) ninety days prior to the date fixed for their redemption or prepayment, or (2) ninety days prior to the respective stated maturities of such Bonds, or

(c) as to all such Bonds which are to be redeemed or prepaid prior to their respective stated maturities, until proper notice of such redemption or prepayment shall have been properly published or provision satisfactory to the Trustee shall have been irrevocably made for the giving of such notice.

Any such moneys so deposited with the Trustee as provided in this Section may at the direction of the Borrower also be invested and reinvested in Investment Securities maturing in the amounts and times as hereinbefore set forth.

Notwithstanding any provision of any other Section of the Indenture which may be contrary to the provisions of this Section, all moneys or Investment Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds (including interest and premium thereon, if any, or the redemption or prepayment price thereof) and Coupons shall be applied to and used solely for the payment of the particular Bond (including interest and premium thereon, if any, or redemption or prepayment price thereof) and Coupons with respect to which such moneys and Investment Securities have been so set aside in trust.

Anything in Article IX hereof to the contrary notwithstanding, if monies or Investment Securities have been deposited or set aside with the Trustee pursuant to this Section for the payment of Bonds and Coupons and such Bonds shall be deemed to have

been paid and to be no longer outstanding hereunder as provided in this Section, but such Bonds and Coupons shall not have in fact been actually paid in full, no amendment to the provisions of this Article shall be made without the consent of the holder of each Bond or Coupon affected thereby.

The Borrower may at any time surrender to the Trustee for cancellation by it any Bonds previously executed and delivered, together with all unmatured Coupons thereto belonging, which the Borrower may have acquired in any manner whatever, and such Bonds and Coupons upon such surrender for cancellation shall be deemed to be paid and no longer outstanding hereunder.

Section 10.2 Bonds and Coupons Not Presented for Payment When Due; Moneys Held for the Bonds and Coupons after Due Date. Subject to the provisions of the next sentence of this paragraph, if any Bond shall not be presented for payment when the principal thereof shall become due, whether at maturity or at the date fixed for the redemption or prepayment thereof or upon declaration as provided in Section 7.2(a) hereof, or otherwise, or if any Coupon shall not be presented for payment at the due date thereof, and if moneys or Investment Securities shall at such due date be held by the Trustee, or a paying agent therefor, in trust for that purpose sufficient and available to pay the principal and the premium, if any (or the redemption or prepayment price) of such Bond, together with all interest due on such principal to the due date thereof or to the date fixed for redemption or prepayment thereof, or to pay such Coupon, as the case may be, all liability of the Borrower for such payment shall forthwith cease, determine and be completely discharged, and thereupon, it shall be the duty of the Trustee, or such paying agent, to hold said moneys or Investment Securities without liability to the holder of such Bond for interest thereon, in trust for the benefit of the holder of such Bond or of such Coupon,

as the case may be, who thereafter shall be restricted exclusively to said moneys or Investment Securities for any claim of whatever nature on his part on or with respect to said Bond or Coupon, including for any claim for the payment thereof. Any such moneys or investment securities held by the Trustee or any paying agent remaining unclaimed by the holders of such Bonds and Coupons for seven (7) years after the principal of the respective Bonds with respect to which such moneys or Investment Securities have been so set aside has become due and payable (whether at maturity or upon redemption or prepayment or by declaration as provided in Section 7.2(a) hereof or otherwise) shall upon the written request of the Borrower be paid to the Borrower, against its written receipt therefor, and the holders of such Bonds and Coupons shall thereafter be entitled to look only to the Borrower for payment thereof. Before being required to make any such payment to the Borrower, the Trustee or such other paying agent may, at the expense of the Borrower, publish such notice as may be deemed appropriate by such Trustee or paying agent, listing the Bonds and Coupons so payable and not presented and stating that such moneys remain unclaimed and that after a date set forth therein any balance thereof then remaining will be returned to the Borrower.

ARTICLE XI

ADDITIONAL BONDS

Section 11.1 Additional Bonds. While the Borrower is not in default under the Indenture, it may at any time and from time to time issue additional bonds within the limitations of and upon compliance with the provisions of this Article XI, for any of the following purposes: (a) the acquisition, by construction or otherwise, of any additions, improvements, extensions, modifications or changes to the facilities at the time forming

a part of the Project, including, without limitation, any machinery, and equipment and any additional building, buildings or structures constructed or to be constructed on the real property described in Granting Clause I and/or real property adjacent thereto acquired or to be acquired by the Borrower for such purpose, (b) the refunding of any bonds issued hereunder, and (c) the combined purpose of acquiring any such additions, improvements, extentions, modifications or changes and/or of so refunding any such bonds.

The additional bonds shall be in such denomination or denominations, shall bear interest at such rate or rates, shall mature in such amounts and at such times, shall be in such form and may contain such provisions for redemption and/or prepayment prior to maturity, all as may be provided in the Supplemental Indenture under which they are issued. Each series of additional bonds shall contain an appropriate series designation.

Section 11.2 Conditions Precedent to Issuance of Additional Bonds. Prior to the issuance of any additional bonds the Borrower shall deliver to the Trustee the additional bonds proposed to be issued, duly executed and sealed, accompanied by the following:

(a) Supplemental Indenture. A Supplemental Indenture duly executed, sealed and acknowledged on behalf of the Borrower and containing the following: (i) a description of the additional bonds proposed to be issued, including the aggregate principal amount, the numbers and series designation or designations, the denomination or denominations, the date, the interest rate or rates and the maturity or maturites thereof, the provisions for redemption and prepayment thereof prior to maturity and the forms of such additional bonds and the coupons and the Trustee's authentication certificate applicable thereto, (ii) a statement

of the purpose or purposes for which such additional bonds are proposed to be issued, (iii) in the event such additional bonds are being issued, in whole or in part, for the purpose of making additions, improvements, extensions, alterations, modifications or changes to the facilities at the time forming a part of the Project, a statement that all real property, buildings and structures acquired and to be acquired by the Borrower for any such purpose shall be subject to the lien of the Indenture, (iv) a confirmation of the lien of the Indenture on all properties then constituting a part of the Project, including specifically, without limiting the generality of the foregoing, all such properties acquired since the execution of the Indenture or Supplemental Indenture most recently executed and delivered, (v) appropriate provisions for the vesting of all the Borrower's right, title and interest in any additions, improvements, extensions and changes in the County, and (vi) any other provisions that do not conflict with the provisions hereof.

(b) Proceedings. A certified copy of the proceedings taken by the Board of Trustees of the Borrower authorizing the issuance of the additional bonds proposed to be issued and the execution and delivery of the Supplemental Indenture providing therefor, which said proceedings shall include a resolution requesting the Trustee to authenticate and deliver the additional bonds proposed to be issued and reciting the following: (i) that to the best of their knowledge, information and belief, the Borrower is not at the time in default hereunder and that no such default is imminent, and that the Lessee is not in default under the Lease, and that no such default is imminent, (ii) the person or persons to whom such additional bonds have been sold and awarded and shall be delivered, (iii) the purchase price of such additional bonds, and (iv) a list of all additional bonds previously issued

by the Borrower hereunder and at the time outstanding and of the Supplemental Indentures under which they were issued.

(c) Supplemental Lease. A fully executed and acknowledged copy of a lease agreement between the Borrower and the Lessee supplemental to the Lease and containing the following: (i) an agreement by the Lessee to pay additional rental payments in amounts at least sufficient to provide for the payment or retirement of the principal of and interest on such additional bonds, as such principal and interest becomes due and payable, (ii) in the event the last maturity of such additional bonds is subsequent to the last maturity of the bonds then outstanding under the Indenture, an extension of the primary term of the Lease until or beyond the last maturity of such additional bonds, (iii) a recognition and agreement by the Lessee and the Borrower that from and after the issuance of such additional bonds, any reference in the Lease to the "Bonds" shall, unless the context clearly indicates otherwise, be construed to refer both to all the Bonds then outstanding under the Indenture and to the additional bonds proposed to be issued, (iv) in the event such additional bonds are being issued, in whole or in part, for the purpose of making additions, improvements, extensions, alternations, modifications or changes to the facilities at the time forming a part of the Project, provisions subjecting to the demise of the Lease all properties acquired and to be acquired by the Borrower for such purpose and requiring the Lessee to pay all costs incurred with respect to such properties in excess of the proceeds of such additional bonds, and (v) the same guaranties of the Individual Guarantors with respect to the Supplemental Lease and the additional bonds as is contained in the Lease and original Indenture, and (vi) any other provisions not in conflict with the Indenture or the Lease.

(d) Accountant's Certificate. A certificate of an independent certified public accountant acceptable to the Trustee

stating that the net earnings of the Lessee from the operation of the Project during the previous fiscal year of the Lessee were not less than one and one-quarter (1.25) times the maximum annual debt service on all the Bonds then outstanding under this Indenture and on the additional bonds proposed to be issued. As used herein "net earnings" shall mean the gross revenues derived by the Lessee from the Project during such fiscal year and deposited in the Gross Revenue Account provided for in the Lease, less all costs of operating the Project paid and incurred during such fiscal year, excluding depreciation, federal, state and other income taxes and all rent payable during such fiscal year under the Lease and any supplemental lease with respect to the payment during such fiscal year of the principal of and interest on Bonds outstanding under this Indenture. In lieu of the foregoing certificate, there may be delivered to the Trustee a certificate executed by the President, Secretary and Treasurer of the Lessee duly authorized to execute and deliver the same by the Board of Directors of the Lessee certifying (i) that the payments expected to be received by the Lessee during the next succeeding fiscal year and all subsequent fiscal years for patient care per bed per month from the United States of America through the Department of Health, Education and Welfare or any other department, agency or instrumentality of the United States of America, from the State or any other department, agency or instrumentality of the State, and from patients whose expenses are being paid from their own resources rather than from public assistance programs will be sufficient, assuming ninety percent (90%) average daily occupancy of the Project (including any expansion or addition thereof), to pay all costs of operating the Project (including any expansion or addition thereof) and all rental payments required by the Lease and all supplements thereto, including the supplemental lease required

in connection with the proposed additional bonds and (ii) certifying that average daily occupancy for six months immediately preceding the issuance of such certificate has been in excess of ninety-five percent (95%) of the then existing capacity of the Project.

(e) Certificate of Need. Such certificate or certificates of need with respect to any expansion or addition to the Project as may be required for the Project to participate fully in any public assistance programs applicable to the services furnished by the Project.

(f) Title Opinion. A certificate by legal counsel not in the full-time employment of the Lessee or Guarantors, acceptable to the Trustee, that the Borrower has good and merchantable title to the real property described in Granting Clause I and any real property acquired by the Borrower constituting or which will constitute a part of the Project and that there are no liens or encumbrances thereon other than the lien and encumbrance of this Indenture and any indenture supplemental hereto and the Lease and any lease supplemental thereto as herein provided and Permitted Encumbrances.

(g) Approval of County. A resolution of the Board of Supervisors of the County, or of such other body as shall constitute the governing body of the County at the time of issuance of such additional bonds, approving the issuance of such additional bonds and consenting to accept full legal title to such additions, improvements, extensions and changes in and to the Project upon payment in full of the Bonds and such additional bonds and the interest which shall become due thereon.

(h) Bond Counsel Opinion. An opinion of Perry, Phillips, Crockett, Morrison & Herring, or other reputable recognized bond counsel that the additional bonds proposed to be issued, when so issued, will be entitled to the benefit and security

of this Indenture in like manner and to the same extent as Bonds heretofore issued and that the issuance of such additional bonds will not result in the interest payable on any Bonds previously issued hereunder, interest on which was and is at the time of the issuance of such proposed additional bonds exempt from federal income taxation, ceasing to be exempt from federal taxation.

Upon receipt of the documents required by the foregoing provisions of this Section to be furnished to it, the Trustee shall, unless it has cause to believe any of the statements set out in said documents to be incorrect, thereupon execute and deliver the Supplemental Indenture referred to in subsection (a) of this Section and authenticate the additional bonds proposed to be issued. When so authenticated, the Trustee shall deliver the additional bonds, with all unmatured coupons thereunto attached, upon the order of the Borrower to the purchaser or purchasers thereof upon the payment therefor by such purchaser or purchasers to the Borrower of the purchase price therefor. The receipt of the Treasurer of the Borrower shall be full acquittal to the purchaser or purchasers for the purchase price of the additional bonds and such purchaser or purchasers shall be under no obligation to see to the application thereof. The proceeds of the sale of any of the additional bonds shall, however, be held in trust and disposed of only as provided in the proceedings authorizing their issuance.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Notices. Any notice, request, complaint, demand, communication or other paper will be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed as follows: if to the Trustee at Grenada, Mississippi; if to the Borrower, the Lessee or the original purchasers of

the Bonds as provided in the Lease; and if to the Guarantors, as provided in the Lease. A duplicate copy of each notice required to be given hereunder by either the Borrower or the Trustee shall also be given to the Lessee and the Guarantors, and a duplicate copy of each notice required to be given hereunder by the Trustee to either the Borrower, the Lessee or the Guarantors shall also be given to the other. The Borrower, the Lessee, the Guarantors, the Trustee and the original purchasers of the Bonds may, by notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 12.2 Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.3 Severability Clause. The invalidity of any one or more phrases, sentences, clauses, sections or paragraphs hereof shall not affect the remaining portions of this Indenture or any part thereof, all of which are inserted conditionally on being held valid in law; and in the event that one or more of the phrases, sentences, clauses, sections or paragraphs contained herein should be invalid, this instruments shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, section or sections, paragraph or paragraphs had not been inserted.

IN WITNESS WHEREOF, DeSoto County Area Health Authority, Inc. has caused this Indenture to be signed in its name and on its behalf by its President and its corporate seal to be hereunto affixed and attested by its Secretary, and to evidence its acceptance of the trusts hereby created, Grenada Bank, Grenada, Mississippi has caused this Indenture to be signed in its name

and on its behalf by one of its officers duly authorized and its official seal to be hereunto affixed and attested by another of its officers duly authorized, all as of March 1, 1976.

DESOTO COUNTY AREA HEALTH AUTHORITY, INC.

By _____

(S E A L)

ATTEST:

_____
Secretary

GRENADA BANK, GRENADA, MISSISSIPPI

By _____

Its President

(S E A L)

ATTEST:

_____

Its _____

STATE OF MISSISSIPPI

COUNTY OF DeSoto

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction aforesaid, the within named, Billy O. McCord and Juanell LaPointe who acknowledged that they are the President and Secretary of DeSoto County Area Health Authority, Inc., a corporation and that they signed and delivered the above and foregoing instrument of writing for and on behalf of said corporation, they being first duly authorized so to do.

GIVEN UNDER MY HAND and official seal on this the 21st day of April, 1976.

Betty H. McIntosh
Notary Public

My Commission Expires:

Jan. 24, 1979

STATE OF MISSISSIPPI

COUNTY OF Bolivar

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction aforesaid, the within named, E C Kelly II and B E Ogilvie Cashier who acknowledged that they are the President and Secretary of Bolivar Bank, a banking corporation and that they signed and delivered the above and foregoing instrument of writing for and on behalf of said corporation, they being first duly authorized so to do.

GIVEN UNDER MY HAND and official seal on this the 21st day of April, 1976.

Audra O Miller
Notary Public

My Commission Expires:

My Commission Expires Jan. 7, 1977

LAND DESCRIPTION

SITE I

5.81 Acres. A parcel of land located in Section 26, Township 1 South, Range 8 West, DeSoto County, Mississippi, and being more specifically described as follows:

Begin at a stake in the South line of a 175 ft. wide Mississippi Power & Light Company transmission line easement 3,841.68 feet Southeastwardly (S. 30° 11' 58" East) from the Northwest corner of said Section 26, Township 1 South, Range 8 West; thence South 89° 20' 12" West 542.6 feet to a stake; thence South 00° 05' 18" East 466.6 feet to a stake; thence North 89° 20' 12" East 542.6 feet to a stake; thence North 00° 05' 18" West 466.6 feet to the Point of Beginning and containing 5.81 acres of land.

ALSO an easement for ingress and egress across the North part of the Leonard Heuberger property in the Southwest Quarter of Section 26, Township 1 South, Range 8 West, DeSoto County, Mississippi, being more particulatly described as follows:

Beginning at a point in the West line of U. S. Highway No. 51 180.26 feet South of the Southeast corner of the R. V. Barker property; thence Northwestwardly at an angle in the Northwest quadrant of 75° 43' 37" 667.29 feet to a point in the South line of the R. V. Barker property; thence West at an interior angle of 164° 19' 56" along the South line of the R. V. Barker property 92.57 feet to a point at the Southwest corner of the R. V. Barker property and in the East line of the Don Brown and J. H. Crawford property; thence South at an interior angle of 89° 12' 59" along the East line of the said Brown and Crawford property 50 feet to a point; thence East at an interior angle of 90° 47' 01" 84.99 feet to a point; thence Southeastwardly at an interior angle of 195° 40' 04" 673.15 feet to a point in the West line of U. S. Highway No. 51; thence North at an interior angle of 75° 43' 37" along the West line of U. S. Highway No. 51 51.60 feet to the Point of Beginning.

TOGETHER WITH an easement for ingress and egress 50 feet in width across Grantor's remaining property located in Section 26, Township 1 South, Range 8 West, (DeSoto County, Mississippi,); said 50-foot easement to extend from and and be a consideration of the above-described easement for ingress and egress across the North part of the Leonard Heuberger property to the property conveyed herein.

SITE II

7.6 acres. Part of the Cobb Estate 51.34 acres,more or less, located in Section 26, Township 1 South, Range 8 West, DeSoto County, Mississippi; and being more specifically described as follows:

Begin at a stake at the Southeast Corner of Lot 2937, Section "N", Southaven West Subdivision as recorded in Plat Book 5, Pages 8 & 9, Register's Office, Hernando, DeSoto County, Mississippi; thence North 00° 29' West 165.00 feet to a stake; thence South 89° 10' East 337.64 feet to a stake; thence South 03° East 653.24 feet to a stake in the South line of a 200-foot powerline easement; thence South 81° 03' West 517.13 feet to a stake in the East line of Dorchester Drive; thence North 03° 09' West 568.08 feet to a stake in the South line of said Subdivision West Subdivision; thence North 88° 10' East 171.74 feet to the Point of Beginning; and containing 7.6 acres of land.

EXHIBIT "A"

LEASE AGREEMENT

between

DESOTO COUNTY AREA HEALTH AUTHORITY, INC.

and

DESOTO COUNTY AREA GERIATRIC CENTER, INC.

Dated as of March 1, 1976

EXHIBIT "B"

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THIS LEASE AGREEMENT dated as of March 1, 1976, between DESOTO COUNTY AREA HEALTH AUTHORITY, INC., a Mississippi non-profit corporation, party of the first part, and DESOTO COUNTY AREA GERIATRIC CENTER, INC., a corporation organized under the laws of the State of Mississippi, party of the second part and DONALD M. BROWN, BOBBY R. ARNOLD, THAD HAWKINS, J. D. JERNIGAN, ROBERT V. M. HARRISON and JOHN L. BLACK, JR., herein called the "Individual Guarantors."

W I T N E S S E T H:

In consideration of the mutual covenants and agreements hereinafter contained, the parties hereto hereby covenant, agree and bind themselves as follows, to-wit:

ARTICLE I

DEFINITIONS, REPRESENTATIONS AND DEMISING CLAUSE

Section 1.1 Definitions. The following words, terms or phrases, when used in this Lease, have the following meanings, unless the context clearly indicates a different meaning:

"Architect" means Jernigan, Hawkins & Harrison, Jackson, Mississippi, and such other architect or architectural firm as shall hereafter be employed by the Lessor with the prior written approval of the Lessee.

"Bonds" means the First Mortgage Revenue Bonds of the Lessor of even date herewith issued pursuant to the Indenture.

"Bond Fund" means the fund established as a trust fund under the Indenture for the payment of the principal of and interest on the Bonds. It includes the Reserve Account.

"Bond Year" means the period beginning with each March 1 and extending through the next succeeding February 28 or February 29 as the case may be.

"County" means the County of Desoto, a political subdivision of the State of Mississippi.

"Improvements" means the improvements, additions, extensions and enlargements to be constructed or acquired and located

on the Leased Realty, and the personal property to be acquired as a part of the Project, pursuant to the plans and specifications of the Architect, so as to make of it a nursing home of 120 or more beds, pursuant to the provisions of Sections 2.1 and 2.3 hereof.

"Indenture" means the Mortgage and Indenture of Trust (including any indenture supplemental thereto) between the Lessor and Grenada Bank, Grenada, Mississippi, as Trustee, of even date, which will be filed for record in the office of the Chancery Clerk for DeSoto County, Mississippi, at the same time this Lease is so filed in said office.

"Independent Architect" means an architect registered and qualified to practice the profession of architecture under the laws of the State not unsatisfactory to the Trustee and not in the full-time employment of either the Lessor or the Lessee.

"Independent Engineer" means an engineer registered and qualified to practice the profession of engineering under the laws of the State not unsatisfactory to the Trustee and not in the full-time employment of either the Lessor or the Lessee.

"Lease" means this Lease by and between the Lessor and the Lessee and all duly authorized supplements and amendments hereto.

"Lease Term" means the duration of the leasehold estate granted in Section 3.1 of this Lease.

"Lease Realty" means the real estate described in Section 1.4 hereof less any such real estate, interests in real estate and other rights as may be released from this lease pursuant to the provisions hereof or taken by the exercise of the power of eminent domain.

"Lessee" means (i) the party of the second part hereto and its successors and assigns and (ii) any surviving, resulting or transferee corporation as permitted in Section 7.3(e) of this Lease.

"Lessor" means (i) the party of the first part hereto and its successors and assigns and (ii) any surviving, resulting or transferee corporation as permitted in Section 6.3 hereof.

"Net Proceeds" when used with respect to any insurance or condemnation award, means the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all reasonable expenses (including reasonable attorneys' fees and any extraordinary fee of the Trustee) incurred in the collection of such gross proceeds.

"Original Purchasers" means J. Milton Newton, Inc., regardless of the fact that other investment bankers may participate in the purchase of the Bonds.

"Permitted Encumbrances" means as of any particular time, (i) liens for ad valorem taxes permitted to exist as provided in this Lease or not then delinquent, (ii) the Indenture and this Lease, (iii) utility, access or other easements and rights-of-way, party walls, restrictions and exceptions that may be granted or are permitted under this Lease, (iv) any mechanics', laborers', materialmen's, suppliers' or vendors' lien or right or purchase money security interest if payment is not yet due and payable under the contract in question, (v) such subordinate, junior and secondary encumbrances as are permitted by the Indenture and (vi) such minor defects, irregularities, encumbrances, easements, rights-of-way and clouds on title as normally exist with property similar in character to the Project as do not, in the opinion of counsel satisfactory to the Lessor and the Trustee materially impair the Project for the purpose for which it was acquired or is held by the Lessor.

"Project" means and includes the Leased Realty, as improved, furnished and equipped by the Improvements in accordance with plans and specifications prepared by the Architect and approved

by the Lessor and the Lessee, and any changes or amendments to said plans and specifications made pursuant to Section 2.1 hereof, together with any future improvements, additions and extensions thereto located on the leased realty or acquired with the proceeds of the Bonds.

"Project Costs" means the expenses incurred by the Lessor in connection with the issuance and sale of the Bonds and all costs of acquiring, constructing, reconstructing or improving land or property of a character subject to the allowance for depreciation necessary for the completion of the Project as provided in Sections 2.1 and 2.3 hereof.

"Project Fund" means the fund established as a trust fund under the Indenture, from which funds are to be withdrawn to acquire the Project and may be withdrawn to rebuild, repair, adapt or equip the Project.

"Project Supervisor" means the agent of the Lessee who at the time shall have been designated by the Lessee as Project Supervisor pursuant to the provisions hereof.

"Redemption Account" means the account established under the Indenture as part of the Bond Fund to provide for the mandatory redemption or payment of the Bonds, if applicable.

"Redemption Date" means the date fixed for redemption of Bonds subject to redemption in any notice of such redemption published in accordance with the Indenture.

"Redemption Price" means the price at which the Bonds may be called for redemption and includes the principal amount of the Bond or Bonds to be redeemed, accrued interest thereon to the Redemption date, plus the premium, if any, required to be paid to effect such redemption by the terms of the Indenture.

"Rent" or "Monthly Rent" or "rent" or "monthly rent" each means and includes all rental payments required by Section 3.2 hereof.

"Reserve Account" means the account established under the Indenture as a part of the Bond Fund to provide for the payment of the principal of and interest on the Bonds when monies derived from current rent, revenues, receipts and income of the Project are not sufficient therefor, and for other purposes.

"State" means the State of Mississippi.

"Trustee" means the trustee at the time serving as such under the Indenture.

"Unimproved" when used with reference to the Leased Realty means any part or parts of the Leased Realty upon the surface of which no part of a building or other structure rests.

Section 1.2 Representations by the Lessor. The Lessor makes the following representations:

(a) The Lessor is duly incorporated under the laws of the State and has the power to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder. The Lessor is not in default under any of the provisions contained in its certificate of incorporation, by-laws or in the laws of the State. By proper corporate action, the Lessor has duly authorized the execution and delivery of this Lease.

(b) The Lessor, prior to or concurrently with the delivery hereof, has acquired the Leased Realty, subject to Permitted Encumbrances, and proposes to complete or to cause the Lessee to complete, the Improvements on the Leased Realty, and in order to defray the cost of such acquisition and completion, concurrently with the delivery hereof has issued $1,400,000 principal amount of the Bonds.

(c) The Bonds will bear interest payable on September 1, 1976, and semiannually thereafter on March 1 and September 1 of each year and will mature on March 1 of the years and in the amounts as follows:

Principal Amount	Due March 1	Interest Rate	Principal Amount	Due March 1	Interest Rate
10,000	1982	9-1/4%	60,000	1992	9-1/2%
15,000	1983	9-1/4%	70,000	1993	9-1/2%
20,000	1984	9-1/4%	80,000	1994	9-1/2%
25,000	1985	9-1/4%	90,000	1995	9-1/2%
30,000	1986	9-1/4%	100,000	1996	9-1/2%
35,000	1987	9-1/4%	110,000	1997	9-1/2%
40,000	1988	9-1/4%	120,000	1998	9-1/2%
45,000	1989	9-1/4%	130,000	1999	9-1/2%
50,000	1990	9-1/2%	140,000	2000	9-1/2%
55,000	1991	9-1/2%	175,000	2001	9-1/2%

(d) The Bonds maturing on or after March 1, 1987, are redeemable at the option of the Authority prior to maturity on any interest payment date on or after March 1, 1986, in whole or in part in inverse order of their maturities (less than all of the Bonds of a single maturity to be selected by lot) at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption, plus a redemption premium equal to the following percentages of the principal amount thereof: if the date fixed for redemption is on or prior to March 1, 1991, 3%, if such date is after March 1, 1991, and on or prior to March 1, 1996, 2%; and if such date is after March 1, 1996, 1%.

(e) The Bonds are also subject to mandatory prepayment prior to their respective maturities, by reason of condemnation of all or part of the Project, and by reason of the application of insurance proceeds on the death of any of the guarantors hereof, in the manner, on the terms and subject to the conditions stated in the Indenture.

(f) The Lessor's interest in the Lease is assigned and pledged and the rents, revenues, receipts and income to be derived by the Lessor from the leasing of the Project are by the Indenture pledged and assigned to the payment of the principal of and interest on the Bonds, and the Lessor's interest in the Project has

been by the Lessor mortgaged and conveyed to the Trustee as security for the payment of the principal of and interest on the Bonds.

(g) The Board of Directors of the Lessor has found and determined, prior to the leasing of the Project to the Lessee, that:

(1) The amounts necessary to be paid by the Lessee as rent in each Bond Year in order to provide for the payment of the Bonds and the interest coming due thereon in each Bond year will be sufficient to pay or redeem the principal of and interest on the Bonds, to build up and maintain the Reserve Account, and to pay the fees of the Trustee for its services under the Lease and the Indenture and as paying agent for the Bonds.

(2) The Lease obligates the Lessee to pay for the maintenance and insurance of the Project.

(3) The estimated period required for the construction of the improvements and completion of the Project is not less than 12 months and the estimated period following such completion for the starting up of the project as a fully revenue-producing facility is 18 months.

(h) Under the laws of the State, the Lessor has the power and it has been duly authorized to acquire the Leased Realty and to construct the Improvements, to issue and sell the Bonds, and to lease the Project to the Lessee and all of the above will accomplish the purposes of the Lessor by promoting the acquisition of health facilities in the State in order to benefit the health of the people in the State.

Section 1.3 Representations by the Lessee. The Lessee makes the following representations:

(a) The Lessee is duly incorporated under the laws of the state of its incorporation and is duly qualified to do business in the State, is not in violation of any provisions of its charter

or articles or certificate of incorporation, its by-laws or the laws of the state of its incorporation, has power to enter into this Lease and to perform the obligations it has agreed to perform hereunder and by prior corporate action has duly authorized the execution and delivery of this Lease.

(b) The acquisition by the Lessor of the Leased Realty and the construction of the improvements as provided herein, the financing thereof and the leasing of the same to the Lessee will enable the Lessee to operate a medical clinic and clinical facilities in the County of the type commonly referred to as a nursing home and will promote the health of the inhabitants of the County and the State.

(c) The Lessee intends to operate the Project from its completion throughout the remainder of the Lease Term as a medical clinic and clinical facilities of the type commonly referred to as a nursing home.

Section 1.4 Demise of the Project. The Lessor, for and in consideration of the rents, covenants and agreements hereinafter reserved, mentioned and contained on the part of the Lessee to be paid, kept and performed, does hereby demise and lease to the Lessee, and the Lessee does hereby lease, take and hire from the Lessor, the real property situated in the County described in Exhibit A attached hereto, together with the building and other improvements situated thereon and the improvements constructed and installed or to be constructed and installed thereon as provided in Section 2.1 hereof and all other improvements now or hereafter acquired by the Lessor, situated thereon and forming a part of the Project.

(The next provision of this Lease is ARTICLE II)

ARTICLE II

ACQUISITION OF THE PROJECT

Section 2.1 Agreement to Acquire. From the principal proceeds derived from the sale of the Bonds, the Lessor will (a) pay the cost of acquiring the Leased Realty and the improvements presently thereon; and (b) acquire, construct and install the improvements on the Leased Realty in accordance with plans and specifications therefor furnished to the Lessor by the Lessee.

The Lessor will commence the acquisition, construction and installation of the improvments as promptly as practicable, will continue said construction, acquisition and installation with all reasonable dispatch and will use its best efforts to cause the Project to be completed as soon as practicable. The Lessee will promptly give its written instruction with respect to personal property to be acquired and installed, will give its requests and approval of a construction contract or contracts and of purchase orders for material, supplies and personal property, and will take whatever other action may be provided for in this Lease in order to expedite the completion of the Project.

Neither the Lessor nor the Architect shall make changes in or amendments to the plans and specifications, construction contracts or any of them without the Lessee's prior written consent, but shall make such changes or amendments, including additions thereto, as the Lessee shall request, provided such changes or amendments will not change the character of the Project as a nursing home, nor increase the cost thereof above funds available for the completion thereof. The Trustee and the Original Purchasers shall be given at least five days' prior written notice of any substantial changes or amendments.

The Lessor shall cause construction and installation of the improvements to be performed under a construction contract or contracts approved by the Architect, the Lessor and the Lessee, with

reputable contractors licensed to do business in the State. Such construction shall be promptly commenced and diligently pursued to completion on or before March 1, 1977 (herein referred to as the "completion date"). Any and all amounts received by the Lessor from any of the construction contractors or other suppliers of materials and equipment, by way of damages for breach of contract, refunds or adjustments, shall become part of and be deposited in the Project Fund.

The Lessor will enter into, or accept the assignment of, such contracts as the Lessee may request in order to effectuate the purposes of this Section. The Lessor will not execute any construction contract or give any order for the purchase of material, supplies or personal property for the project unless and until the Lessee shall have approved the same in writing.

If after the exercise of due diligence by the Lessor, it is impossible for the Lessor to construct any part of the improvements which the Lessee duly requests the Lessor so to construct or to purchase or install any item of personal property which the Lessee requests the Lessor to purchase and install, the Lessor will notify the Lessee and the Trustee in writing and the Lessee (a) will withdraw the request in question, or (b) will itself effect the construction, purchase or installation so requested, for and in the name of and on behalf of the Lessor, in which case the Lessee shall be entitled to reimbursement from the Project Fund for the costs incurred by it in effecting such construction, purchase or installation.

The Lessor and the Lessee shall from time to time each, appoint by written instrument an agent or agents authorized to act for each respectively in any or all matters relating to the acquisition of the Project and payments to be made out of the Project Fund. One of the agents appointed by the Lessee shall be designated its Project Supervisor. Either the Lessor or the

Lessee may from time to time, by written notice also filed with the Trustee revoke, amend or otherwise limit the authorization of any agent appointed by it to act on its behalf or designate another agent or agents to act on its behalf, provided that there shall be at all times at least one agent authorized to act on behalf of the Lessor, and at least one agent (who shall be the Project Supervisor) authorized to act on behalf of the Lessee with reference to all the foregoing matters.

The Lessor shall cause withdrawals to be made from the Project Fund for the payment of the Project Costs including the repayment of temporary loans, if any, incurred for such purpose, and reimbursements to the Lessee for funds advanced to the Lessor or expended by the Lessee for such purpose but only upon the written approval of the Lessee and subject to the requirements of the Indenture with respect to withdrawals from the Project Fund. In the event that, after reasonable request made to the Lessor by the Lessee, the Lessor fails or refuses to issue or execute a payment requisition from the Project Fund for the payment of any item of Project Costs including reimbursement to the Lessee as aforesaid, the Project Supervisor then designated by the Lessee, who is hereby irrevocably appointed as agent for the Lessor for such purposes, may issue and execute, also for and in the name and behalf of the Lessor and without any approval of any officer, employee or other agent thereof, a payment requisition on the Project Fund.

Section 2.2 No Warranty of Suitability by Lessor; Lessee Required to Complete Project in Certain Events. The Lessee recognizes that since the plans and specifications for constructing the improvements and completing the project are furnished by it, and since the items of personal property are selected by it and are to be installed in accordance with its directions, the Lessor makes no warranty, either express or implied, or offers any assurances that the project will be suitable for the Lessee's purposes

or needs or that the proceeds derived from the sale of the Bonds will be sufficient to pay in full all Project Costs. In the event the proceeds derived from the sale of the bonds are insufficient to pay in full all Project Costs, the Lessee shall be obligated to complete the project at its own expense and the Lessee shall pay any such deficiency and shall save the Lessor whole and harmless from any obligation to pay such deficiency. The Lessee shall not by reason of the payment of such deficiency from its own funds be entitled to any diminution in the payment of the rents hereunder.

Section 2.3 Lessor to Pursue Remedies Against Contractors and Subcontractors and Their Sureties. In the event of default of any contractor or subcontractor under any contract made by it for acquisition, construction or installation of any part of the Project, the Lessor will promptly proceed (subject to the Lessee's advice to the contrary), either separately or in conjunction with others, to exhaust the remedies of the Lessor against the contractor or subcontractor so in default and against his surety (if any) for the performance of such contract. The Lessor will advise the Lessee of the steps it intends to take in connection with any such default. If the Lessee shall so notify the Lessor, the Lessee may, in its own name or in the name of the Lessor, prosecute or defend any action or proceeding or take any other action involving any such contractor, subcontractor or surety which the Lessee deems reasonably necessary, and in such event the Lessor will cooperate fully with with the Lessee and will take all action necessary to effect the substitution of the Lessee for the Lessor in any such action or proceeding. Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing shall be paid into the Construction Fund.

Section 2.4 Investment of Project Fund and Bond Fund Monies. The Lessor shall cause any monies held as a part of the Project Fund and of the Bond Fund to be invested or reinvested by the Trustee,

at the request of, and as directed by, the Lessee, in (1) direct general oglibations of, or obligations the payment of the principal and interest of which are unconditionally guaranteed by, the United States of America, and (2) savings accounts or deposits evidenced by time certificates of deposit or by certificates of deposit, open account, in any bank organized under the laws of the United States of America or of any state thereof. The trustee may make any and all such investments through its own bond department. No investment shall be made which may result in any Bond being considered an "arbitrage bond" within the meaning of Section 103 (d) of the Internal Revenue Code of 1954, as amended.

Section 2.5 Completion of the Project. The completion of the Project shall be evidenced to the Trustee by a certificate signed by the Architect, the Lessor and by the Project Supervisor on behalf of the Lessee stating that (i) acquisition, construction and installation of the Improvements have been completed in accordance with the plans and specifications theretofore approved by the Lessee, (ii) all labor, services, materials and supplies in connection with such construction, acquisition and installation have been paid for, and (iii) all facilities necessary in connection with the Project have been constructed, acquired and installed and all costs and expenses incurred in connection therewith have been paid. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against any contractor or other person not a party to this Lease which exist at the date of such certificate or which may subsequently come into being. The Lessor and the Lessee will cooperate one with the other in causing such certificate to be furnished to the Trustee.

Upon delivery of the aforesaid certificate to the Trustee, the Trustee shall transfer all monies remaining in the Project Fund to the Bond Fund.

(The next provision of this Lease is ARTICLE III)

ARTICLE III

DURATION OF LEASE TERM; RENTAL PROVISIONS

Section 3.1 Duration of Term. The term of this Lease and of the lease herein made shall begin on the date of the delivery of this Lease and, subject to the provisions of this Lease, shall continue until midnight of February 28, 2001. The Lessor will deliver to the Lessee possession of the Project (or such portion or portions thereof as are then in existence) on the commencement date of the Lease Term, subject to the inspection and other rights reserved in this Lease, and the Lessee will accept possession thereof at such time; provided, however, the Lessor will be permitted such possession of the project as shall be necessary and convenient for it to comply with the provisions of Section 2.1 hereof; and provided further, the Lessor will be permitted such possession of the Project as shall be necessary and convenient for it to construct or install any additions or improvements and to make any repairs or restorations required or permitted to be constructed, installed or made by the Lessor pursuant to the provisions hereof.

Section 3.2 Rent. (a) The Lessee shall pay directly to the Trustee rent on or before the first day of each month, in monthly installments, each such installment to be computed by adding the following:

(i) On or before March 15, 1976, and on or before the fifteenth day of each month thereafter, to and including February 15, 2001, one-sixth (1/6) of the interest coming due on the Bonds on the next succeeding interest payment date thereof; provided, however, that the accrued interest and any additional sum from the proceeds of the Bonds received at the time of the sale and delivery of the Bonds and deposited at that time in the Bond Fund shall first be allowed as a credit against the payments otherwise coming due by virtue of the provisions of this subdivision (i);

(ii) On March 15, 1981, and on the fifteenth day of each month thereafter, to and including February 15, 2001, one twelfth (1/12) of the principal maturing on the Bonds on the next succeeding maturity date thereof;

(iii) On September 15, 1977, and on the fifteenth day of each month thereafter the sum of $2,902.00 until there shall have accumulated in the Reserve Account a sum equal to $174,125 to provide a reserve for the payment of the principal of and interest on the Bonds, and thereafter on the fifteenth day of each succeeding month such sums (not exceeding $2,902.00 per month) as are required from time to time to maintain in the Reserve Account an amount equal to $174,125;

(iv) Beginning on March 15 following the date on which payment shall be received for the Bonds and on March 15 of each year thereafter an amount equal to the next annual fee to become due to the Trustee for serving as Trustee under the Indenture; and

(v) The additional rent payable under the provisions of subsection (d) of this Section 3.4.

All income and all profits realized on the investment of monies in any of the special funds and accounts (other than the Reserve Account) created in the Indenture during the period of construction of the improvements shall be paid into the Project Fund, and all such income and profits realized after completion of the Improvements as provided in Section 2.5 hereof shall be considered gross income from the Project and shall be transferred by the Trustee to the Bond Fund and credited to the next maturing installment of rent due under this subsection (a), and applied to the next installment of principal or interest on the Bonds. All income and profits realized on the investment of monies in the Reserve Account shall remain in the Reserve Account until the amount on deposit therein is $174,125, and thereafter all such income and profits shall be considered gross income from the

Project and shall be transferred by the Trustee to the Bond Fund and credited to the next maturing installment of rent due under this subsection (a), and applied to the next installment of principal or interest on the Bonds so long as the amount of deposit in the Reserve Account is not less than $174,125. In computing the value of the assets of any account of fund, investments shall be deemed a part thereof and shall be valued at their cost or current market value, whichever is the lower, or at the redemption price thereof, if then subject to redemption at the option of the holder. No income or profits realized on such investments shall reduce rent due under this subsection (a), except to the extent that such income or profits have been transferred to, and are available on a rent payment date in, the Bond Fund, but not including the Reserve Account. Any loss realized on any such investments shall to the extent of such loss be added to and increase the rent due on each of the next succeeding rent payment dates until such loss shall have been recovered in full and restored in the account or fund from which monies were withdrawn to make such investments.

(b) Rental payments have been calculated on the basis of providing funds sufficient to pay the principal of and interest on the Bonds as the same mature and come due according to the schedule set forth in the Indenture and recited in the preambles hereof; to provide and to maintain a balance in the Reserve Account of $174,125; and to provide funds for the payment of the annual fee of the Trustee and the paying agent or agents for the Bonds for services under the Indenture and this Lease. The Lessee recognizes, understands and acknowledges that it is the intention of the parties that this Lease be a net lease and that all the rent be available exclusively for the purposes aforesaid. This Lease shall be construed to effectuate this intent. If for any reason the above payments of rent are not sufficient for all such purposes, the amount of such deficiency shall, immediately upon notification

by the Trustee that such a deficiency exists, be paid by the Lessee to the Trustee as additional rent hereunder. The payments in the amounts set forth above shall be made irrespective of any breach or any failure of compliance by the Lessor with any requirement of this Lease. Rent shall be promptly paid as hereinabove set forth, and any rent not so paid promptly on the date when due shall bear interest at the rate of 8% per annum from the due date thereof until paid.

Section 3.3 Obligations of Lessee Unconditional. The obligation of the Lessee to pay the rent provided for herein, to make all other payments provided for herein and to perform and observe the other agreements and covenants on its part herein contained shall be absolute and unconditional, irrespective of any rights of set-off, recoupment or counterclaim it might otherwise have against the Lessor. The Lessee will not suspend or discontinue any such payment or fail to perform and observe any of its other agreements and covenants contained herein or terminate this Lease for any cause whatsoever, including, without limiting the generality of the foregoing, failure of the Lessor to complete the Project, any acts or circumstances that may constitute an eviction or constructive eviction, failure of consideration or commercial frustration of purpose, or any damage to or destruction of the Project or any part thereof, or the taking by eminent domain of title to or the right to temporary use of all or any part of the Project or failure of the Lessor's title to the Leased Realty or any change in the tax or other laws or administrative rulings, actions or regulations of the United States of America or of the State or any political or taxing subdivision of either thereof, or any failure of the Lessor to perform and observe any agreement or covenant, whether express or implied, or any duty, liability or obligation arising out of or connected with this Lease. Notwithstanding the foregoing, the Lessee may, at its own cost and expense and in its own name or in the name of the Lessor, prosecute

or defend any action or proceeding, or take any other action involving third persons which the Lessee deems reasonably necessary in order to secure or protect its rights of use and occupancy and the other rights hereunder. The provisions of the first and second sentences of this Section shall apply only so long as any part of the principal of and the interest on the Bonds remains outstanding and unpaid.

Section 3.4 Application of Revenues. In order to assure the prompt payment of the rent herein reserved and the performance by the Lessee of its other obligations hereunder, the Lessee shall, so long as any of the Bonds are outstanding, deposit in a bank which is a member of the Federal Reserve System and the Federal Deposit Insurance Corporation in a special account in the Lessee's name designated the Gross Revenue Account daily as collected and received its entire gross receipts, revenues and income from the operation of the project. The Lessee will apply all monies in the Gross Revenue Account in the following order of priority and not otherwise:

(a) First, to the payment by the Lessee of the rent due to become due under subdivisions (i) and (ii) of subsection (a) of Section 3.2 hereof during such month to the Trustee;

(b) Second, to the payment by the Lessee of the rent due or to become due under subdivisions (iii), (iv) and (v) subsection (a) of Section 3.2 hereof during such month to the Trustee;

(c) Third, to the payment by the Lessee of the expenses incurred and then due by the Lessee in the operation, repair, maintenance and insuring of the Project;

(d) Fourth, to the payment of additional rental into the Reserve Account until the sum of $174,125.00 has been accumulated and is thereafter being maintained in the Reserve Account;

(e) Fifth, to retaining in the Gross Revenue Account an amount equal to the estimated expenses to be incurred by the Lessee in the operation, repair, maintenance and insuring of the project for the next thirty days; and

(f) Last, any balance of such gross receipts, revenues and income may be expended by the Lessee for any other expenditure which will not jeopardize the continued operation of the Project.

Section 3.5 Security Interest Granted. To secure the prompt payment of the rent herein reserved and the performance by the Lessee of its other obligations hereunder, the Lessee, to the full extent permitted by law, hereby pledges to the Lessor and hereby grants to the Lessor a security interest in and agrees and acknowledges that the Lessor shall have and shall continue to have a security interest in all present and future Accounts, Contracts and Contract Rights (including particularly the contracts and agreements between the Lessee and Blue Cross-Blue Shield, the Lessee and the State with respect to Medicaid, and the Lessee and the United States of America with respect to Medicare), all intangible personal property, documents, instruments and inventory and all proceeds from any thereof or due or to become due thereon owned, leased or used by the Lessee in the conduct of all or any part of its business or businesses conducted on the Leased Realty, and in all the Lessee's gross receipts, revenue and income derived from the Project, investment income, gifts, bequests, contributions, grants and donations, excluding only (a) grants, gifts, bequests, contributions and other donations of principal and interest to the extent specifically restricted by the donor or grantor to a special object or purpose and (b) the proceeds of any borrowing; provided, that at any time when the Lessee has satisfied the provisions of Section 3.2 hereof for the current month and is not in default in the performance of any term, condition or covenant hereof, the

Lessee shall be permitted to make any disposition of any of the aforesaid items of collateral, and the proceeds of such disposition or of such collateral, which it may deem desirable, subject only to the limitations of Section 3.4.

The Lessee shall file with the Trustee annually on or before March 1 in each year during the term of this Lease beginning March 1, 1977, an opinion of counsel (who may also be counsel for the Lessee) stating that in the opinion of such counsel all action has been taken with respect to the filing, recording, re-filing and re-recording of financing statements or continuation statements or other notices as is necessary to perfect and to maintain the lien on, pledge of and security interest in the Lessee's gross receipts, revenues and income provided for herein as a first and preferred pledge, lien and security interest as provided herein, and to preserve the priority of the lien on the Project represented by the Indenture.

Section 3.6 Guarantee of Individual Guarantors. The Individual Guarantors hereby jointly and severally guarantee the prompt and complete performance by the Lessee or of any substitute lessee hereunder of all of its obligations under and pursuant to this Lease Agreement as fully and effectively as if the Individual Guarantors were each named herein as Lessee in the place and stead of the Lessee. No notice of nonperformance, failure or default by the Lessee or otherwise shall be required to be given to the Individual Guarantors or to any one or more of them, to make each of them and all of them fully responsible for such performance and liable in damages or otherwise as the Lessor or the Trustee may elect for any nonperformance, failure or default by the Lessee. Provided, however, that in the event of the death of an Individual Guarantor on whose life the Trustee is required to take out and maintain policies of life insurance, the insurance upon the life of such Guarantor shall be applied to the redemption of Bonds,

whereupon the estate of such Guarantor shall be relieved of all liability hereunder, but the other Individual Guarantors shall remain liable as before.

Each Individual Guarantor does hereby agree, consent and stipulate, without power of revocation, that any civil suit or action brought against him as a result of his obligations hereunder may be commenced against him in any court of competent jurisdiction, federal or state, in the State of Mississippi, by the service of process upon him or if he is absent from the State or cannot be found with reasonable diligence, upon the bank designated in the Mortgage as the Trustee, which is hereby designated and appointed by him for such purpose, provided, however, any process, pleading or other paper served upon such agent shall at the same time be sent by registered or certified mail to him at his address as provided in Section 11.9 hereof, and any such service of process, pleadings and other papers upon such agent shall be taken and held in said Court to be as valid and as binding upon him as if due personal service thereof had been duly made upon him in the State of Mississippi.

Each Individual Guarantor shall remain liable on his guarantee, irrespective of whether he is now or shall continue to be a stockholder or director of the Lessee. No Individual Guarantor shall transfer all or any substantial part of his assets to any person, firm or corporation, without full and adequate consideration therefore. Each Individual Guarantor shall notify the Trustee and the original purchaser of the Bonds or its designated agent whenever he makes any conveyance or transfer of all or any substantial part of such assets.

(The next provision of this Lease is ARTICLE IV)

ARTICLE IV

MANAGEMENT, OPERATION, MAINTENANCE, TAXES AND INSURANCE

Section 4.1 Management, Operation, Maintenance and Repair of Project. (a) The Lessee covenants and agrees to operate the Project as a revenue-producing medical clinic and clinical facilities of the type commonly referred to as a nursing home, serving on a non-discriminatory basis the health care requirements of those who reside within its area of service, to charge such fees and rates for its facilities and services and to exercise such skill and diligence as to provide gross receipts, revenues and income from the Project sufficient to pay all expenses of operation, maintenance and repair of the Project and all rent due and to provide all payments required to be made by the Lessee under this Lease. All expenses of operation, maintenance and repair, and all management fees, advances or other compensations payable by Lessee shall be subordinate to the payments required to be made by the Lessee hereunder.

(b) The Lessee shall comply with all lawful rules, regulations and requirements of the State Board of Health and shall employ a competent and qualified administrator to supervise the operation of the Project and such other personnel as shall be required to qualify as a skilled nursing home under said rules, regulations and requirements of the State Board of Health.

(c) The Lessee shall keep and maintain the Project in good repair and operating condition and shall keep and maintain the Leased Realty in as reasonably safe condition as the completion of the Improvements and the operation of the Project permits, reasonable wear and depreciation excepted, at its own expense in each instance. The Lessee shall pay all gas, electric light and power, water, sewer and all other charges for the operation, maintenance, use and upkeep of the Project. The Lessee shall from time to time make all needful and proper repairs, renewals and

replacements to the Project. The Lessee shall have the right, at its own expense, to make any alterations or improvements in the Project, provided that neither the value of the Project nor its utility for the purpose intended is thereby impaired, and provided further that such alterations or improvements shall be deemed a part of the Project and covered by the Indenture.

Section 4.2 Taxes, Other Governmental Charges and Utility Charges. The Lessor and the Lessee acknowledge (a) that under present law the income and profits (if any) of the Lessor from the Project are not subject to either Federal or State taxation, and (b) that this fact, among others, induces the Lessee to enter into this Lease. However, the Lessee will pay, as the same respectively become due, (i) all ad valorem taxation by the State or by any political subdivision thereof or special district therein and all other taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project or any personal property installed or brought by the Lessee on the Leased Realty (including, without limiting the generality of the foregoing, any taxes levied on or with respect to the income or profits of the Lessor from the Project and any other taxes levied upon or with respect to the Project which, if not paid, will become a lien on the Project prior to or on a parity of the lien of the Indenture or a charge on the revenues and receipts from the Project prior to or on a parity with the charge thereon and pledge or assignment thereof created and made in the Indenture or the security interest herein granted in Section 3.5 hereof and including any ad valorem taxes assessed upon Lessee's interest in the Project), (ii) all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project, and (iii) all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on

the project; provided, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Lease Term. The foregoing provisions of this Section shall be effective only so long as any part of the principal of or the interest on the Bonds remains outstanding and unpaid.

The Lessee may, at its own expense and in its own name and behalf or in the name and behalf of the Lessor, in good faith contest any such taxes, assessments and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless by such action the title of the Lessor to any part of the Project shall be materially endangered or the Project or any part thereof shall become subject to loss or forfeiture, in which event, such taxes, assessments or charges shall be paid forthwith by the Lessee. The Lessor will cooperate fully with the Lessee in any such contest.

Section 4.3 Insurance and Fidelity Bonds. The Lessee shall, at its expense, provide continuously from the effective date of this Lease, unless otherwise herein stated, the following insurance coverage:

(a) Insurance against loss and/or damage to the Project under a policy or policies in form and amount covering such risks as are ordinarily insured against by similar clinics and nursing homes, including, without limiting the generality of the foregoing, fire and uniform standard extended coverage and vandalism and malicious mischief endorsements, limited only as may be provided in the standard form of such endorsements at the time in use in the State. Such insurance shall cover the Project even during the construction of the Improvements; provided that, to the extent that any contractor for such construction shall provide an insurance policy or certificate of insurance showing that the same coverage as is herein required is being carried by such contractor and

adequately protects the interest of the Lessor, the Lessee and the holders of the Bonds with respect to the Improvements or a part thereof, the insurance provided for by this subpapagraph, (a) with respect to the Improvements or such part thereof shall not be required for such construction period with respect to the Improvements or such part thereof while the Improvements or such part thereof are so covered by such other insurance. Such insurance shall be for the amount of (i) the actual cash value of the Project, or (ii) the amount required to pay the principal of and interest on the Bonds as they mature and come due, or (iii) the redemption price thereof, whichever is the least. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceeding sentence, by reason of co-insurance provisions or otherwise.

(b) Rents insurance covering the payment of rent due under this lease during such period or periods as the Project, when damaged or destroyed by one of the hazards insured against by the insurance provided in subparagraph (a) above, shall be under reconstruction, rebuilding or repair and until replaced in usable condition for the Lessee, for as long as 18 months.

(c) Comprehensive general public liability and landlord's liability insurance, protecting the Lessor and the Lessee as their interests may appear, against liability for injuries to persons and/or property, occurring on the Leased Realty or in or about the Project, in the minimum amount of $100,000 liability to any one person for personal injury, $100,000 liability to any one person for property damage, and $300,000 liability for any one accident. Such insurance shall cover the Project even during the period when the Improvements are under construction; provided that, to the extent that any contractor for such construction shall provide an insurance policy or certificate of insurance showing that the same coverage as is

herein required is being carried by such contractor with respect to the Improvements or a part thereof and adequately protects the interests of the Lessor and the Lessee, the insurance provided for by this subparagraph (c) shall not be required with respect to the Improvements or such part thereof while the Improvements or such part thereof are so covered by such other insurance.

(d) Policies of malpractice insurance, insuring the Lessor and the Lessee against liability for death, injury, loss or damage occurring in the examination, diagnosis, treatment or care of any patient in the Project of the Lessee or any occupant of the Project, in the minimum amount of $250,000 to any one person and to the extent of at least $500,000 in the aggregate, to be effective from the date of delivery of the Bonds.

(e) Workmen's compensation insurance respecting all employees of the Lessee in such amount as is required by law; provided that the Lessee may be self-insured with respect to all or any part of its liability for workmen's compensation to the extent permitted by law.

(f) Fidelity bonds on all officers and employees of the Lessee who collect or have custody of or access to revenues, receipts or income from the Project, or any funds of the Lessee, such bonds to be in such amounts as are customarily carried by organizations engaged in like activities or comparable size and having comparable income.

Each policy of insurance and each fidelity bond shall be issued by a recognized, responsible insurance or fidelity bonding company, qualified under the laws of the State to assume the risks covered by such policy or policies or bond or bonds and against which neither the Trustee nor the Lessor shall make any reasonable objection. The Lessee shall give to the Lessor, the Trustee and the Original Purchasers at least ten days' written notice of the company or companies by which such policies

of insurance or fidelity bonds are to be issued; and unless, within the ten day period following receipt of such notice, any of the Lessors or the Trustee or the Original Purchasers shall in writing object, stating reasonable grounds upon which such objection is founded, the company or companies named in such written notice shall be considered to be acceptable.

All policies of insurance required under subparagraphs (a) and (b) above shall be for the benefit of the Lessor, the Lessee and the Trustee, as their respective interests may appear, shall be made payable to the Trustee, and shall be deposited with the Trustee. The Trustee shall have the exclusive right to receive the proceeds from such insurance and receipts for claims thereunder. Policies evidencing the insurance required by subparagraphs (c), (d) and (e) above shall be for the benefit of the Lessor and the Lessee, as their interests may appear. Fidelity bonds required by subparagraph (f) above shall be for the benefit of the Lessor, the Lessee and the Trustee, as their interests may appear. The Lessee shall have the right to receive payments due and to receipt for claims under policies of insurance and fidelity bonds required by subparagraphs (c), (d), (e) and (f) above.

All policies or fidelity bonds evidencing the insurance required to be carried by this Section shall be deposited with the Trustee; provided, however that in lieu thereof the Lessee may deposit with the Trustee a certificate or certificates of the respective insurers attesting the fact that such insurance is in effect. Prior to the expiration of any such policy, the Lessee will furnish to the Trustee evidence reasonably satisfactory to the Trustee that such policy has been renewed or replaced by another policy or that there is no necessity therefor under this Lease.

Section 4.4 Use of Proceeds of Rents Insurance. The Lessor shall cause the Trustee to hold the proceeds of any rents insurance required by subparagraph (b) of Section 4.3 hereof

and apply the same to the payment of the next installment or installments of rent; and the rent due under Section 3.2 hereof shall be abated to the extent that such insurance proceeds shall be received and so applied by the Trustee.

Section 4.5 Use of Proceeds of Public Liability and Malpractice Insurance and Fidelity Bonds. The proceeds of all public liability and landlord's liability insurance, all malpractice insurance and workmen's compensation insurance required by subparagraphs (c), (d) and (e) of Section 4.3 hereof shall be by the Lessee applied to the payment of any judgment, settlement or liability incurred for risks covered by such insurance. Any excess over the amount required for such purpose shall be considered gross revenue of the Project and shall be by the Lessee paid to the Trustee and shall be accounted for as required by Section 3.4 hereof. The proceeds of all fidelity bonds collected by the Lessee shall be applied to restoring the revenues, receipts or income or the funds of the Lessee or the Project lost or depleted by reason of the action or failure to act of any officer or employee of the Lessee. Unless the money or funds so taken or depleted shall be required to be restored to some specific fund or account, such proceeds shall be considered gross revenues of the Project and shall be paid to the Trustee and accounted for as required by Section 3.4

Section 4.6 Advances by Lessor or Trustee. In the event that the Lessee fails to pay the premiums on policies to provide the full insurance coverage required by this Lease, fails to pay the taxes and other charges required to be paid by the Lessee at or prior to the time they are required to be paid, or fails to keep the Project in good order and repair and in as reasonably safe condition as its operations permit, the Lessor or the Trustee, after first notifying the Lessee of any such failure on its part, may (but shall not be obligated to) pay the premiums on such insurance, pay such taxes or other charges,

or make such repairs, renewals and replacements as may be necessary to maintain the Project in as reasonably safe condition as the Lessee's operations permit and the Project in good order and repair, respectively; and all amounts so advanced therefor by the Lessor or the Trustee shall become an additional obligation of the Lessee to the Lessor or to the Trustee, as the case may be, which amounts, together with interest thereon at the rate of 8% per annum from the date thereof, the Lessee will pay. Any remedy herein vested in the Lessor or the Trustee for the collection of the rental payments shall also be available to the Lessor and the Trustee for the collection of all such amounts so advanced.

Section 4.7 Indemnity of Lessor. The Lessor shall not be liable for, and the Lessee shall hold the Lessor harmless against any loss or damage to property or any injury to or death of any person that may be occasioned on account of any defect in the Project even if such defect existed prior to the delivery of possession of the Project to the Lessee, including any expenses incurred by the Lessor in connection with the defense of any claim against it arising out of any such loss, damage, injury or death. The Lessee will provide for and insure, in the public liability policies required in Section 4.3 hereof, not only its own liability in respect of the matters there mentioned, but also the liability herein assumed. The Lessor will not, without the prior written consent of the Lessee, settle or consent to the settlement of any prospective or pending litigation for which the Lessee is obligated under the provisions of this Section to indemnify the Lessor.

Section 4.8 Insurance on the Lives of the Individual Guarantors. The Lessee shall obtain and deliver to the Trustee a policy or policies of insurance on the lives of the Individual Guarantors named herein, who are presently stockholders and

directors of the Lessee, which policies shall comply with the following conditions and provisions:

(1) shall be three (3) year level term life insurance on the lives of the herein named Guarantors in the aggregate amount of $1,000,000;

(2) shall provide that the Trustee be named as beneficiary thereof;

(3) Any such policy or policies of life insurance shall be in an insurance company or companies qualified to do business in the State of Mississippi, and shall be payable to the Trustee in the event of the death of any insured person.

(4) The Lessor shall cause the Trustee to hold possession of such policy or policies, pay premiums thereon from the Bond Fund, and in the event of the death of any of the above named insureds, to make application to the insurer for the payment of the total amount then payable on such policy or policies and to apply all such policy proceeds collected to the redemption of Bonds.

(The next provision of this Lease is ARTICLE V)

ARTICLE V

PROVISIONS RESPECTING DAMAGE, DESTRUCTION AND CONDEMNATION

Section 5.1 Damage and Destruction. If the project is destroyed (in whole or in part) or is damaged by fire or other casualty to such extent that the claim for loss resulting from such destruction or damage is not greater than $5,000, the Lessee will continue to pay the rent required to be paid hereunder, and will promptly give written notice of such damage and destruction to the Trustee and the Lessor. The Lessor will cause the Trustee to release to the Lessee the Net Proceeds of insurance resulting from claims for such losses, and the Lessee, or the Lessor at the Lessee's direction and expense, (i) will promptly repair, rebuild or restore the property damaged or destroyed to substantially the same condition as it existed prior to the event causing such damage or destruction, with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Lessee and as will not impair either the value of the Project or its utility for the purpose for which it is held by the Lessor or its character as a nursing home, and (ii) will apply for such purpose so much as may be necessary of any net proceeds of insurance resulting from claims for such losses, as well as any additional monies of the Lessee necessary therefor. If the cost of such repairs, rebuilding and restoration are less than the amount of Net Proceeds of the insurance referable thereto, the excess of such Net Proceeds shall be considered gross revenues of the Project and shall be paid to the Trustee and accounted for as required by Section 3.4 hereof.

If the Project is destroyed (in whole or in part) or is damaged by fire or other casualty to such extent that the claim for loss resulting from such destruction or damage is in excess of $5,000, the Lessee will continue to pay the rent required

to be paid hereunder and will promptly give written notice of such damage and destruction to the Trustee and the Lessor. All Net Proceeds of Insurance resulting from claims for such losses shall be paid to the Trustee and deposited in the Project Fund, whereupon (i) the Lessee or the Lessor at the Lessee's direction will proceed promptly to repair, rebuild or restore the property damaged or destroyed to substantially the same condition as it existed prior to the event causing such damage or destruction, with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Lessee and as will not impair either the value of the Project or its utility for the purpose for which it is held by the Lessor or its character as a nursing home and (ii) the Lessor will cause withdrawals to be made from the Project Fund in the manner provided in the Indenture to pay the costs of such repair, rebuilding or restoration, either on completion thereof, or as the work progresses. The balance, if any, of the Net Proceeds in the Project Fund remaining after the payment of all of the costs of such repair, rebuilding or restoration shall be paid into the Bond Fund and shall abate the monthly rent payable into the Bond Fund hereunder, or if the Bonds are fully paid, shall be paid to the Lessee.

In the event the Net Proceeds of insurance are not sufficient to pay in full the costs of repairing, rebuilding and restoring the Project as provided in this Section, the Lessee will nonetheless complete the work thereof and will pay that portion of the costs thereof in excess of the amount of said proceeds or will pay to the Trustee for the account of the Lessor the monies necessary to complete said work, in which case the Lessor will proceed so as to complete said work. The Lessee shall not, by reason of the payment of such excess costs (whether by direct payment thereof or payment to the Trustee therefor), be entitled

to any reimbursement from the Lessor or any abatement or diminution of the rents payable hereunder.

Section 5.2 Condemnation. In the event that title to, or the temporary use of, the Project or any part thereof shall be taken under the exercise of the power of eminent domain, the Lessee shall be obligated to continue to make the rental payments required to be paid under this Lease, and the entire Net Proceeds hereinabove referred to shall be applied in one or more of the following ways as shall be directed in writing by the Lessee:

(a) To the restoration of the remaining improvements located on the Leased Realty to substantially the same condition as they existed prior to the exercise of the said power of eminent domain.

(b) To the acquisition, by construction or otherwise, by the Lessor of other lands or improvements suitable for the Lessee's operations at the Project which land or improvements shall be deemed a part of the Project and available for use and occupancy by the Lessee without the payment of any rent other than herein provided to the same extent as if such land or other improvements were specifically described herein and demised hereby and which land or improvements shall be acquired by the Lessor subject to no liens or encumbrances prior to the lien of the Indenture.

(c) To the redemption of Bonds including accrued interest thereon to the date of redemption and the applicable premium, provided, that no part of any such Net Proceeds (other than the Net Proceeds awarded to the Lessee for the taking of all or any part of the leasehold estate of the Lessee created by this Lease) may be applied to the redemption of Bonds unless (1) all of the Bonds are to be redeemed or (2) in the event that less than all of the Bonds are to be redeemed, the Lessee has furnished to the Lessor and the Trustee a certificate of an Independent Engineer or of an Independent Architect stating (i) that the part of the project

that was taken by such condemnation proceedings is not essential to the Lessee's use or occupancy of the Project, or (ii) that the project has been restored to a condition substantially equivalent to its condition prior to the taking by such condemnation proceedings or (iii) that land or other improvements have been acquired which are suitable for the Lessee's operations at the Project as contemplated by the foregoing subsection (b) of this Section.

Any balance of such Net Proceeds remaining after the application thereof as provided in Subsections (a), (b) and (c) of this Section shall be paid into the Bond Fund or if the Bonds are fully paid, to the Lessee.

The Lessor shall cooperate fully with the Lessee in the handling and conduct of any prospective or pending condemnation proceeding with respect to the Project or any part thereof and will, to the extent it may lawfully do so, permit the Lessee to litigate in any such proceeding in the name and behalf of the Lessor. In no event will the Lessor settle, or consent to the settlement of, any prospective or pending condemnation proceeding without the prior written consent of the Lessee.

Section 5.3 Condemnation of Lessee-Owned Property. The Lessee shall be entitled to the Net Proceeds of any award or portion thereof made for damage to or takings of its own property not included in the Project, provided that any Net Proceeds resulting from the taking of all or any part of the leasehold estate of the Lessee created by this Lease shall be paid and applied in the manner provided in the foregoing section of this Lease.

(The next provision of this Lease is ARTICLE VI)

ARTICLE VI

CERTAIN PROVISIONS RELATING TO ASSIGNMENT SUBLEASING, MORTGAGING AND THE BONDS

Section 6.1 Assignments and Subleases. The Lessee shall not sublease the project or any part thereof or transfer or assign this Lease, without the prior written consent of the Trustee, and without thirty (30) days' prior written notice to the Original Purchasers or their designated agent, so long as any of the Bonds are outstanding. Each transfer and assignment and each sublease of the Project or any part thereof, unless such written consent be first obtained, shall be null and void, at the option of the Trustee, but no sublease, transfer or assignment, whether or not consented to, shall operate to release the Lessee from any liability for rent or from any other of the conditions, obligations, agreements and covenants of this Lease so long as any of the Bonds are outstanding.

Section 6.2 Pledge of Lease Under Indenture; Trustee's Rights in Event of Default; Lessee's Right to Remedy Default under Indenture; Amendment of Lease and Indenture. The Lessor shall pledge and assign this Lease and the security interests granted in Section 3.5 hereof to the Trustee as security for the Bonds under and pursuant to the Indenture and in the event of a default, the Trustee shall have all rights and remedies herein accorded to the Lessor as well as those accorded to the Trustee. The Trustee shall have the right to make any election which the Lessor has the right to make upon an event of default under this Lease and to exercise any remedy herein provided for the Lessor in the name and on behalf of the Lessor, and the decision or action of the Trustee in respect of any such election upon an event of default shall supersede and control that of the Lessor so long as the Bonds are outstanding. Whenever the Bonds shall have been paid in full, all rights and remedies in the event of default shall be exclusively those of the Lessor. The Lessee

shall have the privilege of remedying any default by the Lessor under the Indenture within 60 days after notification of the occurrence thereof and upon the payment of all costs and expenses incurred in the exercise of remedies under the Indenture prior to the time such default was so remedied. Prior to the payment in full of the Bonds, the Lessor and the Lessee shall have no power to modify, alter, amend or terminate this Lease without the prior written consent of the Trustee and then only as provided in the Indenture. The Lessor will not amend the Indenture or any indenture supplemental thereto without the prior written consent of the Lessee. Neither the Lessor nor the Lessee will unreasonably withhold any consent consent herein or in the Indenture required of either of them.

Section 6.3 Restrictions on Mortgage or Sale of Project by Lessor. Except for the mortgage of the Project to the Trustee pursuant to the Indenture, the Lessor will not mortgage, sell, assign, transfer or convey the Project at any time during the Lease Term without the prior written consent of the Lessee while the Lessee is not in default hereunder. If the laws of the State at the time shall permit it, nothing contained in this Section shall prevent the consolidation of the Lessor with, or merger of the Lessor into, or transfer of the Project as an entirety to, any public corporation whose property and income are not subject to taxation and which has corporate authority to carry on the business of owning and leasing the Project; provided, that upon any such consolidation, merger or transfer, the due and punctual payment of the principal and interest on the Bonds according to their tenor, and the due and punctual performance and observance of all the agreements and provisions of this Lease and of the Indenture to be kept and performed by the Lessor, shall be expressly assumed in writing by the corporation resulting from such consolidation or surviving

such merger or to which the Project shall be transferred as an entirety.

Section 6.4 Redemption of Bonds. The amount necessary to redeem Bonds shall be deemed to include, in addition to the redemption price of the Bonds, all expenses necessary to effect the redemption and all interest on the Bonds to be redeemed to the next ensuing date on which they can be redeemed, and, if all bonds are redeemed, all other obligations under the Indenture that shall become due and payable on or prior to the redemption date, including the Trustee's and paying agents' fees, charges and expenses. Any payment made by the Lessee to be applied to the redemption of bonds pursuant to authority of this Lease and the Indenture shall be made at least 45 days prior to the proposed redemption date, and at the time of such payment the Lessee shall notify the Lessor and the Trustee, in writing, as to the purpose of such payment, and the Lessor, upon receiving such notice, shall be obligated and hereby agrees to take all necessary action to have the payment made by the Lessee for the purpose of redeeming Bonds applied to the redemption of as many Bonds as such payment will permit under the Bond redemption provisions of the Bonds and the Indenture.

Section 6.5 References to Bonds Ineffective after Bonds Paid. Upon full payment of the Bonds, all references in this Lease to the Bonds, the Indenture and the Trustee shall be ineffective and neither the Trustee nor the holders of any of the Bonds shall thereafter have any rights hereunder, saving and excepting those that shall have theretofore vested. For purposes of this lease, the Bonds shall be deemed fully paid:

(a) If there is on deposit in the Bond Fund a total amount sufficient to pay the principal of all the then outstanding Bonds plus the interest due thereon until and at their respective maturities and provision has been made for payment of all other

obligations under the Indenture that shall become due and payable on or prior to maturity of all such Bonds, including the Trustee's paying agents' fees, charges and expenses, in a manner satisfactory to the Trustee, or

(b) If there have been irrevocably deposited with the Trustee monies sufficient to pay, redeem and retire all the then outstanding Bonds (including, without limitation, principal, premium, interest to maturity or earliest practicable redemption date, as the case may be, and all other obligations under the Indenture that shall become due and payable on or prior to maturity or earliest practicable redemption date, as the case may be, including the Trustee's paying agents' fees, charges and expenses) and there has been filed with the Trustee (i) evidence satisfactory to it that all redemption notices required by the Indenture have been duly given or (ii) irrevocable powers authorizing the Trustee to give such redemption notices.

In the event the Bonds are fully paid prior to the last maturity thereof as aforesaid, this Lease shall terminate on the last day of the next succeeding month after the month in which such payment in full shall occur, but not later than the expiration of the Lease Term. If, after full payment of the Bonds, there is any surplus remaining in the Bond Fund, the Lessor will promptly pay such surplus to the Lessee.

(The next provision of this Lease is ARTICLE VII)

ARTICLE VII

PARTICULAR COVENANTS OF THE LESSEE

Section 7.1 General Covenants. The Lessee will not do or permit anything to be done on or about the Project that will affect, impair or contravene any policies of insurance that may be carried on the Project or any part thereof against loss or damage by fire, casualty or otherwise. The Lessee will, in the use of the Project and the public ways abutting the same comply with all lawful requirements of all governmental bodies, provided, however, the Lessee may, at its own expense in good faith contest the validity or applicability of any such requirement.

Section 7.2 Examination of Project and Books and Records of the Lessee. The Trustee, the Lessor, the Original Purchasers and the holders of 5% or more of the principal amount of the Bonds outstanding and their agents and attorneys shall have the right at all reasonable times to enter upon, examine, inspect and photograph the Project; and in the event of default as hereinafter provided, the Trustee, the Lessor, the Original Purchasers or the holders of 5% or more of the principal amount of the bonds outstanding and their respective agents, attorneys and accountants shall have access to and the right to inspect, examine and make copies of the books and records, accounts, data, and all or any other records or information of the Lessee, other than personal health records of patients.

Section 7.3 Special Covenants. So long as any of the Bonds are outstanding:

(a) The Lessee shall install and maintain proper books of record and account in which full and correct entries shall be made in accordance with standard accounting practice, of all business and affairs of the Project. The Lessee shall furnish to the Lessor, the Trustee and the Original Purchasers the following financial statements, financial data and certificates:

(i) not later than 25 days after the end of each month (but only upon written request made by the Lessor, the Trustee or the Original Purchasers of the Bonds or their designated agent) a report certified by the President or the principal financial officer of such Lessee covering the operations of such Lessee for the preceding month and setting forth the income and expenses of the Project during such month, a balance sheet of such Lessee as of the close of such month, and the daily occupancy of the Project during such month, all in reasonable detail;

(ii) as soon as practicable and in any event within 90 days after the end of each fiscal year, financial statements, covering the operations of such Lessee for such fiscal year and containing statements of income and of retained earnings for such fiscal year, and a balance sheet of such Lessee as at the close of such fiscal year, each accompanied by statements in comparitive form for the preceding fiscal year and a certificate or opinion in the standard form approved by the American Institute of Certified Public Accountants signed by an independent public accountant, such certificate or opinion to state that there exists no default or defaults under this Lease or, if any default or defaults exist, specifying the nature thereof, the period of existence thereof and what action such Lessee proposes to take with respect thereto;

(iii) copies of all such financial statements, reports and returns as such Lessee shall send to its stockholders;

(iv) with reasonable promptness such other financial data as may reasonably be requested;

(v) together with each delivery of reports and financial statements required by clauses (i) and (ii) above, an officer's certificate setting forth that there exists no default or defaults with respect to any loans, notes, debentures, bonds, leases, or other obligations then outstanding, including this Lease, or, if any

default or defaults exist, specifying the nature thereof, the period of existence thereof and what action such Lessee proposes to take with respect thereto.

(b) The Lessee will at all times keep an office or agency in the city in which the Project is situated where notices, requests and demands in respect of this Lease may be served, and it will in writing notify the Lessor and the Trustee of the location of each such office or agency. In default of any such office or agency or such notification thereof, the Lessee hereby agrees and consents that the Trustee shall be the agent of the Lessee for the purpose of accepting service of the same upon the Lessee and all such notices, requests and demands may be served upon the Trustee, as such agent, at the principal office of the Trustee.

(c) The Lessee will duly pay and discharge all taxes, assessments and other governmental charges and liens lawfully imposed on the Lessee and upon the properties of the Lessee, provided, however, the Lessee shall not be required to pay any taxes, assessments or other governmental charges so long as in good faith it shall contest the validity thereof by appropriate legal proceedings.

(d) The Lessee will maintain and preserve its Certificate of Incorporation or Charter and its corporate existence and organization, and its authority to do business in the State and will not voluntarily dissolve without first discharging its obligations under this Lease (except as otherwise permitted under subsection (e) of this Section) and will comply with all valid laws, ordinances, regulations and requirements applicable to it or to its property and the Project.

(e) The Lessee will not transfer or dispose of all or substantially all of its assets (either in a single transaction or in a series of related transactions), and will not merge or consolidate with any other corporation nor permit one or more

corporations to consolidate with or merge into it unless the following conditions and provisions are complied with: (i) that such surviving, successor or transferee corporation is a corporation organized and existing under the Laws of the State or is duly qualified to do business in the State, (ii) that the assignee corporation or the corporation resulting from or surviving such merger or consolidation shall expressly assume and agree to perform all of the Lessee's obligations under this Lease, and (iii) in connection with any such consolidation or merger, there shall be filed with the Lessor, the Original Purchaser of the Bonds and the Trustee a letter or certificate by a firm of certified public accountants (which is of the size and type common referred to as nationally known certified public accountants and which is acceptable to the Trustee), certifying that after the consummation of such consolidation or merger the corporation resulting from or surviving such consolidation or merger will have an excess of assets over liabilities at least as great as the Lessee would have had if such consolidation or merger had not occurred; or (iv) in connection with any transfer or other disposition of assets there shall be filed with the Lessor, the Original Purchaser of the Bonds, and the Trustee a letter or certificate by a firm of certified public accountants (which is of the size and type common referred to as nationally known certified public accountants and which is acceptable to the Trustee) certifying that at the consummation of such transfer the corporation to which such transfer is made has an excess of assets over liabilities at least as great as the Lessee would have had if such transfer had not been made.

(f) The Lessee will not in any manner transfer or convey any substantial portion of its property, assets and licenses; provided, however the Lessee may without violating the foregoing provision make such a transfer or conveyance if prior thereto it

files with the Trustee a letter or certificate by a firm of certified public accountants (which is of the size and type commonly referred to as nationally known certified public accountants and which is acceptable to the Trustee) certifying that at the consummation of such transfer or conveyance the Lessee will have an excess of assets over liabilities at least as great as the Lessee would have had if such transfer or conveyance had not occurred.

(g) Maintenance of Capital of Individual Guarantors. The Individual Guarantors shall at all times maintain an aggregate of at least $100,000 excess of assets over liabilities, as determined by recognized accounting practices, and upon written request made by the Lessor, the Trustee or the original purchaser of the Bonds or its designated agent prepared by an independent certified public accountant or firm of accountants of recognized standing and substantiated to the reasonable extent requested.

(The next provision of this Lease is ARTICLE VIII)

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.1 Events of Default Defined. The following shall be events of default under this Lease and the terms "event of default" or "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Failure to pay any installment of Rent that has become due and payable by the terms of this Lease and such failure continues for a period of ten (10) days after such Rent becomes due and payable.

(b) Failure by the Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection (a) of this Section, for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, given to the Lessee by the Lessor or the Trustee, unless the Lessor and the Trustee shall agree in writing to an extension of such time prior to its expiration, provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Lessor and the Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Lessee promptly upon receipt of the written notice and is diligently pursued until the default is corrected.

(c) The dissolution or liquidation of the Lessee or the filing by the Lessee of a voluntary petition in bankruptcy, or failure by the Lessee promptly to lift any execution, garnishment or attachment of such consequence as will impair its ability to carry on its operations at the Project, the Lessee's seeking of or consenting to or acquiescing in the appointment of a receiver of all or substantially all its property or of the Project, or the commission by the Lessee of any act of bankruptcy or adjudication of the Lessee as a bankrupt, or any assignment by the Lessee for the benefit of its creditors, or the entry

by the Lessee into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction as having been filed in good faith of a petition applicable to the Lessee in any proceeding for its reorganization instituted under the provisions of the general bankruptcy act, as amended, or under any similar act which may hereafter be enacted. The term "dissolution or liquidation of the Lessee" as used in this subsection, shall not be construed to include the cessation of the corporate existence of the Lessee resulting either from a merger or consolidation of the Lessee into or with another corporation or a dissolution or liquidation of the Lessee following a transfer of all or substantially all of its assets as an entirety, under the conditions permitting such actions as herein provided.

(d) Failure of the Individual Guarantors to maintain the net assets required by subsection (g) of Section 7.3 of this Lease Agreement.

Section 8.2 Remedies on Default. Whenever any such event of default shall have happened and be continuing, the Lessor or the Trustee may take any of the following remedial steps:

(a) Declare all installments of rent payable under this Lease for the remainder of the term immediately due and payable;

(b) Re-enter and take possession of the Leased Realty, without terminating this Lease, exclude the Lessee from possession thereof and sublease the Project or any part thereof, for the account of the Lessee, holding the Lessee liable for the difference in the rent and other amounts payable by such subleasee in such subleasing and the rents and other amounts payable by the Lessee hereunder;

(c) Terminate this Lease, exclude the Lessee from possession of the Leased Realty and, if the Lessor or Trustee elect so to do, lease the same for the account of the Lessor, holding the Lessee liable for all rent due up to the date such lease is made for the account of the Lessor;

(d) Take whatever action at law or in equity may appear necessary or desirable to collect the rent then due, whether by declaration or otherwise, or to enforce any obligation or covenant or agreement of the Lessee under this Lease or by law.

Section 8.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lessor or the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right or power may be exercised from time to time and as often as may be deemed expedient.

Section 8.4 Agreement to Pay Attorneys' Fees and Expenses. In the event the Lessee should default under any of the provisions of this Lease and the Lessor or the Trustee (in its own name or in the name or behalf of the Lessor) should employ attorneys or incur other expenses for the collection of rent or the enforcement of performance or observance of any obligation or agreement on the part of the Lessee herein contained, the Lessee will on demand therefor pay to the Lessor or the Trustee (as the case may be) the reasonable fee of such attorneys and such other expenses so incurred.

Section 8.5 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

(The next provision of this Lease is ARTICLE IX)

ARTICLE IX

OPTION

Section 9.1 Option to Terminate. Anything herein to the contrary notwithstanding, the Lessee shall have the option to cancel or terminate this Lease at any time prior to full payment of the Bonds, and prior to the expiration of the Lease Term, by paying to the Trustee for the account of the Lessor such an amount determined as specified in Section 6.4 hereof as shall, together with the amount, if any, on deposit in the Bond Fund and available therefor, be required to redeem all of the then outstanding Bonds, in the manner provided herein and in the Indenture.

(The next provision of this Lease is ARTICLE X)

ARTICLE X

INTERNAL REVENUE CODE, SECTION 103

Section 10.1 Covenant with Respect to Section 103(d) of the Internal Revenue Code. The parties hereto recognize that the Bonds are being sold on the basis that the interest payable on the Bonds is excludable from gross income of the holder thereof under Section 103 of the Internal Revenue Code of 1954, as amended. The Lessor and the Lessee do each hereby covenant and agree for the benefit of the Trustee and the holders of the Bonds and interest coupons that the proceeds of the Bonds shall not be used or applied in such manner as to constitute any Bond an "arbitrage bond" as that term is defined in Section 103(d) of the Internal Revenue Code.

(The next provision of this Lease is ARTICLE XI)

ARTICLE XI

MISCELLANEOUS

Section 11.1 Covenant of Quiet Enjoyment. So long as the Lessee performs and observes all the covenants and agreements on its part herein contained, it shall peaceably and quietly have, hold and enjoy the Project during the Lease Term subject to all the terms and provisions hereof.

Section 11.2 This Lease a Net Lease. The Lessee recognizes, understands and acknowledges that it is the intent hereof that this Lease be a net lease and that until the Bonds are fully paid all Monthly Rent shall be available for the purposes specified therefor. This Lease shall be construed to effectuate such intent.

Section 11.3 Prior Agreements Cancelled. This Lease shall completely and fully supersede all other prior agreements, both written and oral, between the Lessor and the Lessee relating to the acquisition and construction of the Project, the leasing of the Project and any options to renew or to purchase; excepting however any deed or other instrument by which the Leased Realty, any part thereof, or any interest therein has been transferred and conveyed by the Lessee to the Lessor. Neither the Lessor nor the Lessee shall hereafter have any rights under such prior agreements but shall look solely to this Lease for definition and determination of their respective rights, liabilities and responsibilities relating to the Project.

Section 11.4 Execution Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.5 Binding Effect. This Lease shall inure to the benefit of, and shall be binding upon the Lessor, the Lessee and their respective successors and assigns.

Section 11.6 Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

Section 11.7 Article and Section Captions. The Article and Section headings and captions contained herein are included for convenience only and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

Section 11.8 Governing Law. This Lease is made and entered into, under and shall be construed in accordance with the Laws of the State.

Section 11.9 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, addressed as follows: if to the Lessor, 6347 Millbranch Road, Southaven, Miss. 38671, Attention of the President, if to the Lessee, at 6347 Millbranch Road, Southaven, Miss. 38671, Attention of President; if to the Trustee, at Grenada Bank, Grenada, Mississippi, Attention of Trust Department; and if to the Individual Guarantors to Donald M. Brown, 6347 Millbranch Road, Southaven, Miss. 38671; Thad Hawkins, 155 Bristol Blvd., Jackson, Miss. 39204; J. D. Jernigan, Trevecca Nazarene College, Nashville, Tenn. 37210; Robert V. M. Harrison, 571 Woodson Dr., Jackson, Miss. 39206; William Renfro, 5886 Yorktown Drive, Southaven, Miss. 38671; John L. Black, Jr., 5055 Riverwood, Jackson, Miss. 39211; and if to the Original Purchasers to J. Milton Newton, Suite 1142, First National Bank Building, Jackson, Miss. 39201; provided that said Original Purchasers may by written notice given as herein prescribed designate an individual or firm as their agent to receive all notices, documents, certificates, etc. hereunder and to exercise their rights as Original Purchasers as herein provided. A duplicate copy of

each notice, certificate or other communication given hereunder by either the Lessor or the Lessee to the other shall also be given to the Trustee. The Lessor, the Lessee, the Guarantors, the Trustee and the Original Purchasers may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease to be executed in their respective corporate names by their respective presidents, and have caused their respective corporate seals to be hereunto affixed, attested by their respective secretaries and the Individual Guarantors have hereto set their hands and seals all as of the day and year first above written.

DESOTO COUNTY AREA HEALTH AUTHORITY, INC.

By: Billy McCaul
PRESIDENT

(SEAL)

ATTEST:

Durrell LaPointe
SECRETARY

DESOTO COUNTY AREA GERIATRIC CENTER, INC.

By: Donald M. Brown
PRESIDENT

(SEAL)

ATTEST:

Robert W.M. Harrison
SECRETARY

Donald M. Brown
Donald M. Brown

Bobby R. Arnold
Bobby R. Arnold

Thad Hawkins
Thad Hawkins

J. D. Jernigan
J. D. Jernigan

Robert V. M. Harrison
Robert V. M. Harrison

John L. Black, Jr.
John L. Black, Jr.

INDIVIDUAL GUARANTORS

STATE OF MISSISSIPPI
COUNTY OF DeSoto

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Billy O. McCord and Juanell LaPointe who acknowledged that they are the President and Secretary of DeSoto County Area Health Authority, Inc., a corporation and that they signed and delivered the above and foregoing instrument of writing for and on behalf of said corporation, they being first duly authorized so to do.

GIVEN UNDER MY HAND and official seal on this the 21st day of April, 1976.

Betty K. McIntosh
Notary Public

My Commission Expires:
Jan. 24, 1979

STATE OF MISSISSIPPI
COUNTY OF DeSoto

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction aforesaid, the within named, ~~Don Brown~~ Dennis M. Bean and Robert V. M. Harrison who acknowledged that they are the President and Secretary of DeSoto County Area Geriatric Center, Inc., a corporation and that they signed and delivered the above and foregoing instrument of writing for and on behalf of said corporation, they being first duly authorized so to do.

GIVEN UNDER MY HAND and official seal on this the 21st day of April, 1976.

Betty K. McIntosh
Notary Public

My Commission Expires:
Jan. 24, 1979

STATE OF MISSISSIPPI
COUNTY OF DeSoto

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, Donald M. Brown who acknowledged to me that he did sign and deliver the above and foregoing instrument on the date and for the purposes therein mentioned.

GIVEN UNDER MY HAND and official seal on this the 21st day of April, 1976.

Betty H McIntosh
Notary Public

My Commission Expires:
Jan. 24, 1979

STATE OF MISSISSPPPI
COUNTY OF Hinds

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, Bobby R. Arnold who acknowledged to me that he did sign and deliver the above and foregoing instrument on the date and for the purposes therein mentioned.

GIVEN UNDER MY HAND and official seal on this the 20th day of April, 1976.

Notary Public

My Commission Expires:
My Commission Expires August 6, 1978

STATE OF MISSISSIPPI

COUNTY OF Hinds

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, Thad Hawkins who acknowledged to me that he did sign and deliver the above and foregoing instrument on the date and for the purposes therein mentioned.

GIVEN UNDER MY HAND and official seal on this the 14th day of April, 1976.

Notary Public

My Commission Expires:

My Commission Expires Dec. 11, 1977

STATE OF TENNESSEE

COUNTY OF Davidson

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, J. D. Jernigan who acknowledged to me that he did sign and deliver the above and foregoing instrument on the date and for the purposes therein mentioned.

GIVEN UNDER MY HAND and official seal on this the 13th day of April, 1976.

Katherine Grigsby
Notary Public

My Commission Expires:

4-9-79

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, Robert V. M. Harrison who acknowledged to me that he did sign and deliver the above and foregoing instrument on the date and for the purposes therein mentioned.

GIVEN UNDER MY HAND and official seal on this the 14th day of April, 1976.

Notary Public

My Commission Expires:

My Commission Expires Dec. 11, 1977

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, John L. Black, Jr. who acknowledged to me that he did sign and deliver the above and foregoing instrument on the date and for the purposes therein mentioned.

GIVEN UNDER MY HAND and official seal on this the 14th day of April, 1976.

Notary Public

My Commission Expires:

My Commission Expires Dec. 11, 1977

LAND DESCRIPTION

SITE I

5.81 Acres. A parcel of land located in Section 26, Township 1 South, Range 8 West, DeSoto County, Mississippi, and being more specifically described as follows:

Begin at a stake in the South line of a 175 ft. wide Mississippi Power & Light Company transmission line easement 3,841.68 feet Southeastwardly (S. 30° 11' 58" East) from the Northwest corner of said Section 26, Township 1 South, Range 8 West; thence South 89° 20' 12" West 542.6 feet to a stake; thence South 00° 05' 18" East 466.6 feet to a stake; thence North 89° 20' 12" East 542.6 feet to a stake; thence North 00° 05' 18" West 466.6 feet to the Point of Beginning and containing 5.81 acres of land.

ALSO an easement for ingress and egress across the North part of the Leonard Heuberger property in the Southwest Quarter of Section 26, Township 1 South, Range 8 West, DeSoto County, Mississippi, being more particularly described as follows:

Beginning at a point in the West line of U. S. Highway No. 51 180.26 feet South of the Southeast corner of the R. V. Barker property; thence Northwestwardly at an angle in the Northwest quadrant of 75° 43' 37" 667.29 feet to a point in the South line of the R. V. Barker property; thence West at an interior angle of 164° 19' 56" along the South line of the R. V. Barker property 92.57 feet to a point at the Southwest corner of the R. V. Barker property and in the East line of the Don Brown and J. H. Crawford property; thence South at an interior angle of 89° 12' 59" along the East line of the said Brown and Crawford property 50 feet to a point; thence East at an interior angle of 90° 47' 01" 84.99 feet to a point; thence Southeastwardly at an interior angle of 195° 40' 04" 673.15 feet to a point in the West line of U. S. Highway No. 51; thence North at an interior angle of 75° 43' 37" along the West line of U. S. Highway No. 51 51.60 feet to the Point of Beginning.

TOGETHER WITH an easement for ingress and egress 50 feet in width across G r a n t o r ' s r e m a i n i n g property located in Section 26, Township 1 South, Range 8 West, (DeSoto County, Mississippi,); said 50-foot easement to extend from and and be a consideration of the above-described easement for ingress and egress across the North part of the Leonard Heuberger property to the property conveyed herein.

SITE II

7.6 acres. Part of the Cobb Estate 51.34 acres,more or less, located in Section 26, Township 1 South, Range 8 West, DeSoto County, Mississippi; and being more specifically described as follows:

Begin at a stake at the Southeast Corner of Lot 2937, Section "N", Southaven West Subdivision as recorded in Plat Book 5, Pages 8 & 9, Register's Office, Hernando, DeSoto County, Mississippi; thence North 00° 29' West 165.00 feet to a stake; thence South 89° 10' East 337.64 feet to a stake; thence South 03° East 653.24 feet to a stake in the South line of a 200-foot powerline easement; thence South 81° 03' West 517.13 feet to a stake in the East line of Dorchester Drive; thence North 03° 09' West 568.08 feet to a stake in the South line of said Subdivision West Subdivision; thence North 88° 10' East 171.74 feet to the Point of Beginning; and containing 7.6 acres of land.

EXHIBIT "A"

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 45 minutes A M. 25 day of May 1976, and that the same has been recorded in Book 200 Page 239 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 25 day of May 1976.

Fees$ _____ pd. SEAL H. P. Ferguson CLERK

ASSIGNMENT OF LEASE

For and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations to it in hand paid, receipt whereof is hereby acknowledged, DESOTO COUNTY AREA HEALTH AUTHORITY, INC., a Mississippi corporation not-for-profit (the "Assignor"), does by these presents grant, convey, assign, transfer and set over unto GRENADA BANK, GRENADA, MISSISSIPPI, authorized by law to accept and execute trusts and having its principal office in the City of Grenada, Mississippi (the "Trustee"), its successors and assigns, that certain Lease Agreement dated as of March 1, 1976 by and between the Assignor and DeSoto County Area Geriatric Center, Inc., a Mississippi corporation, pertaining to nursing home facilities in DeSoto County, Mississippi, described in such Lease Agreement, together with all and singular the estate, rights, title, interest and privileges of the Assignor in, to and under said Lease Agreement.

This assignment of such Lease Agreement is given as additional security for the performance by the Assignor of its obligations, covenants and undertakings under that certain Mortgage and Indenture of Trust executed by the Assignor in favor of the Trustee dated as of March 1, 1976, and the Trustee and the holders from time to time of the First Mortgage Revenue Bonds issued by the Assignor to finance the cost of such facilities shall be entitled to enjoy and enforce all of the rights and privileges of the Assignor under said Lease Agreement while any of said Bonds shall remain outstanding and unpaid.

IN WITNESS WHEREOF, the Assignor has caused this assignment to be executed by its President and its corporate seal to be hereunto impressed, attested by its Secretary, this 1st day of March, 1976.

DESOTO COUNTY AREA HEALTH AUTHORITY, INC.

By _____
President

(SEAL)

Attest:

_____
Secretary

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named, Billy Q. McCord and Jodwell LaPointe who acknowledged that they are the President and Secretary of DeSoto County Area Health Authority, Inc., a corporation, and that they signed and delivered the above and foregoing instrument of writing for and on behalf of said corporation, they being first duly authorized so to do.

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

Betty H. McIntosh
NOTARY PUBLIC

My Commission Expires:
Jan. 24, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 50 minutes A M. 25 day of May 1976, and that the same has been recorded in Book 200 Page 388 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 25 day of May 1976.

Fees$ _____ pd. SEAL H. H. Seymour CLERK

390

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF Desoto COUNTY, MISSISSIPPI:

You are hereby authorized and requested to enter satisfaction of and cancellation of record of that certain deed of trust executed by BOBBY F. BROWN AND WIFE, CAROLINE T. BROWN to SOUTHAVEN SAVINGS & LOAN ASSOCIATION, and recorded in Book 83 at Page 123, and which deed of trust was assigned by Colonial Savings & Loan Association to Coral Gables Federal Savings & Loan Association, as shown by assignment recorded in Book 141, at Page 413, all of the record of Deeds or Deeds of Trust on file in your office.

This 28th day of April, 1976.

CORAL GABLES FEDERAL S&L ASSOCIATION

By Mal J. Harper
Mal J. Harper, Vice President

By Ann W. Fieler
Ann W. Fieler, Assistant Secretary

STATE OF FLORIDA
COUNTY OF DADE

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Mal J. Harper and Ann W. Fieler, who acknowledge to me that they are Vice President and Assistant Secretary, respectively, of Coral Gables Federal S&L Association, a corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above foregoing instruments of writing on the day and in the year therein mentioned, they being first duly authorized so to do by said corporation.

Given under my hand and official seal of office, this, the 28th day of April, 1976.

Susan B. Hyland
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 27, 1979
BONDED THRU GENERAL INSURANCE UNDERWRITERS

STATE OF MISSISSIPPI DESOTO COUNTY
I certify that this instrument was filed for record at 9 o'clock
45 minutes A 25 of May 1976, and that the same has
been recorded in Book 200 340 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal of office this the 25 day of May 1976.

Fees $ 2.50

H. H. Ingram

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI,

DESOTO COUNTY

KNOW ALL MEN BY THESE PRESENTS; That National Mortgage Company _____ of Memphis, Tennessee the beneficiary, does hereby certify that a certain trust deed hearing date the 15th day of June, 19 72, made and executed by J. E. McNeill d/b/a M & M Builders, to National Mortgage 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 144 on page 142 of the Record of Trust Deeds, on the 21st 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.

NATIONAL MORTGAGE COMPANY

By FRANK ROBINSON
TREASURER COMPTROLLER

STATE OF TENNESSEE
SHELBY COUNTY

Personally came and appeared before me, the undersigned authority in and for County and State aforesaid, Frank Robinson, Treasurer Comptroller, who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 24th day of May, 19 76.

335 My Commission Expires September 1, 1976 Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 15 minutes P. M. 25 day of May 1976, and that the same has been recorded in Book 200 Page 391 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 26 day of May 1976.

Fees: 2.50 pd. SEAL H. P. Ferguson CLERK

392

FOR REAL ESTATE, CHATTEL OR BOTH

James C. Goodman

To { DEED OF TRUST

The Hernando Bank

THIS INDENTURE, Made this 24th day of May 19 76

between James C. Goodman of the first part,

and The Hernando Bank of the second part,

WITNESSETH, That whereas, said part y of the first part, being indebted to the said part y of the second part in the sum of Nine Thousand Seven Hundred Thirty-Two Dollars ($9,732.00) evidenced by a promissory note of even date, bearing 10% from maturity, due and repayble in 60 equal monthly installments of $162.20 each, first of said installments shall be due June 15, 1976 and one installment to be due each succeeding month thereafter until paid in full

~~and may further covenant that the party of the second part may furnish the party of the first part during the year 19 ~~ ~~and the part~~ ~~the first part having agreed to secure the prompt payment of the same when due~~ Therefore, in consideration of the premises, and of the sum of One Dollar to the part y of the first part paid by William W. Ballard 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 grown~~ ~~and all the crops of every kind to be grown by~~ ~~and family, or any hands working with, or under either as landlord or tenant or otherwise, during the year 19 on the land that may cultivate, or cause to be cultivated, as landlord or tenant and all farming implements of every kind and~~

A part of the West half of the West half of the Southeast Quarter of Section Township 3 South, Range 6 West, DeSoto County, Mississippi and being particularly described as beginning at a point in the North line of the Southeast Quarter of Section 4 that is 30.0 feet east from the Northwest corner of the Southeast Quarter; run thence South parallel to the West line of the said Southeast Quarter a distance of 692.00 feet; thence East parallel to the North line of the Southeast quarter a distance of 630.00 feet; thence North parallel to the West line of the Southeast quarter a distance of 692.00 feet to the North line of the Southeast quarter; thence West along the said North line a distance of 630.00 feet to the point of beginning and containing 10.01 acres, more or less.

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

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

Witness my signature the date written above. James C Goodman

Witness

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me, the undersigned authority of said County, the within named James C. Goodman 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 24th day of May 19 76

My Commission Expires: (SEAL) Notary Public

By Clerk D.C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.

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

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that this instrument was filed for record at 1 o'clock 15 minutes P. M. 25 day of May 1976, and that the same has been recorded in Book 200 Page 392 records of REAL ESTATE Trust Deed of said

Witness my hand and seal of office this the 26 day of May 1976.

Fees $ 2.50

H. P. Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK 229 PAGE 142
THIS 22 DAY OF August 1978
H. D. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

J. T. Wood, Jr. et ux

To { DEED OF TRUST

Billy L. Wood, et ux

THIS INDENTURE, Made this 21st day of May 1976
between J. T. Wood/and wife, Catherine W. Wood
of the first part,
and Billy L. Wood and wife, Agnes E. Wood 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 Eight Thousand Five Hundred Dollars ($8,500.00) evidenced by a promissory note of even date, bearing 7-3/4% interest from date, due and repayble in 180 equal amortized monthly installments of $80.01 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

~~and the part ies of the first part during the year 19 not in accord and the part ies of the first part having agreed to secure the prompt payment of the same when due~~ Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by George S. McIngvale Trustee, the part ies of the first part ha ve this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz. ~~All of the aforesaid products of every kind that may grow thereon, and all the crops of every kind to be grown by and family or otherwise, during the year 19 on the land that may cultivate, or cause to be cultivated, as landlord or tenant and all~~ and ~~horse working with or under other as landlord or tenant or otherwise, during the year 19 on the land that forming implements of every kind and~~

Lot 37, Section B, Pleasant Hill Estates East Subdivision in Section 7, Township 2 South, Range 6 West as per plat thereof recorded in Plat Book 12, pages 26-31 in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

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

Witness our signature, S the date written above.

Witness

J. T. Wood Jr.
Catherine W. Wood

STATE OF MISSISSIPPI, DeSOTO COUNTY

Personally appeared before me, the undersigned authority of said County, the within named J. T. Wood, Jr. and wife, Catherine W. Wood who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

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

My Commission Expires: (SEAL)

Notary Public Clerk
By D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.

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

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 15 minutes P. M. 25 day of May 1976, and that the same has been recorded in Book 200 Page 393 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal of this the 26 day of May 1976.

Fees $ 2.50 ml.

H. D. Ferguson (CLERK)

394

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That James E. Wilkinson and wife, Bobbie J. Wilkinson

of _____ the beneficiary, does hereby certify that a certain trust deed bearing date the 23rd day of July 19 74, made and executed by Edward L. Woodward and wife, Ramelle S. Woodward to James E. Wilkinson and wife, Bobbie J. Wilkinson, the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No. 178 on page 354 of the Record of Trust Deeds, on the 12th day of August, 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 24th day of May, 1976.

James E. Wilkinson

Bobbie J. Wilkinson by J.W.

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority a notary public in and for County and State aforesaid, James E. Wilkinson and wife, Bobbie J. Wilkinson, who acknowledged that they signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 24th day of May A. D. 19 76

David N. Gustafson

Notary Public

My Commission expires:
Jan. 18, 1978

LAWYERS-GREENWOOD 87644

STATE OF MISSISSIPPI, DeSoto COUNTY

I certify that the within instrument was filed for record at 1 o'clock 50 minutes P. M. on the 25 day of May 1976, and that the same has been recorded in Book 200 Page 394 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 26 day of May 1976.

Fees 2.50

SEAL H. H. Terry CLERK

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

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

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto Government National Mortgage Association, that certain Deed of Trust executed by Ronald L. Lawrenz and wife, Phyllis A. Lawrenz, to Delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated April 14, 1976, securing a note in the sum of $ 34,850.00, recorded in Book 199, Page 211, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

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

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of $ 34,850.00, plus interest at the rate of 8 % per annum, the first monthly installment being due the first day of June, 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 7th day of May, 19 76.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Senior Vice President

ATTEST:

S. J. Weissmann
Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

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

GIVEN UNDER MY HAND and seal of office, this the 7th day of May, 19 76.

My Commission Expires Sept. 13, 1977

NOTARY PUBLIC

2/71/226

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock
45 minutes P. M. 25 day of May 1976, and that the same has
been recorded in Book 200 Page 395 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 26 day of May 1976.

Fees 2.50

H. P. Ferguson CLERK

396

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST **Class C**

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi

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

bearing date the 7th day of February 19 72, made and executed by Bedford D. Leathers

and wife, Mary E. Leathers of to Bank of Mississippi

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

County, in the State of Mississippi in Land Trust Deed Record No. 138 on page 328

of the Record of Trust Deeds, on the 8th day of February A. D. 19 72, is now fully paid

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

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

said County also as provided by law.

Bank of Mississippi Olive Branch Miss.

Peggy Mitchell

STATE OF MISSISSIPPI, DeSoto County. } ss.

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

in and for County and State aforesaid Peggy Mitchell who acknowledged that he signed and

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

Given under my hand and seal of office this 25th day of May A. D. 19 76

Notary Public

My Commission Expires Feb. 3, 1979

Betty F Holloway

Olive Branch, Miss

LAWRENCE-GREENWOOD 67844

STATE OF MISSISSIPPI, DESOTO COUNTY

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

30 minutes A. M. 26 day of May 1976, and that the same has

been recorded in Book 200 Page 396 records of REAL ESTATE Trust Deed

of said County.

Witness my hand and seal of office this the 26 day of May 1976.

Fees: 2.50

H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 282 PAGE 14
THIS 24 DAY OF March 1982
H. D. Trail
CHANCERY CLERK

Assignment of this Instrument Recorded in Real Estate T I D Book No. 203 Page 713
This the 8 day of Sept 19 76
H. D. Trail Clerk

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

EVERETT HILL, JR. and wife, BRENDA JOYCE HILL,

of the first part, hereinafter designated as the Grantor,

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

WILBUR L. BATES and wife, CAROLYN BATES, Or Survivor,

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of THREE THOUSAND FIVE HUNDRED AND NO/100 - - - - - - - - - - - - - DOLLARS ($ 3,500.00) evidenced by one (1) promissory note of even date herewith in favor of the beneficiary, , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

On or before Six (6) Months from date, being November 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:

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

Copyright Mississippi Bankers Association

This Deed of Trust is subordinate and junior to that certain Deed of Trust given by William Andrew Phillips and Catherine Elizabeth Phillips, his wife, for the benefit of National Mortgage Company, dated July 22, 1971, and recorded in Deed of Trust Book 131, Page 312 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 20 day of May, 19 76.

Everett Hill, Jr.

Brenda Joyce 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 EVERETT HILL, JR. and wife, BRENDA JOYCE 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 20 day of May, 19 76.

My Commission Expires: Jan 21 1979

Betty H. McIntosh
Notary Public

(SEAL)

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 50 minutes P. M. 25 day of May, 1976, and that the same has been recorded in Book 200 Page 397 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 26 day of May 1976.

H. G. Ferguson

Fee $ 5.00

400

CANCELLED BY AUTHORITY RECORDED IN BOOA
265 PAGE 666 Nov. 19 80
THIS 12 DAY OF
CHANCERY CLERK

PREPARED BY
MAYHALL AND LING, ATTYS.

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

ROBERT EARL RODEN AND WIFE, DOROTHY H. RODEN

of the first part, herewith designated as the Grantor(s),

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

SOUTHAVEN BRANCH, COAHOMA BANK, Southaven, Miss., of the third part, hereinafter designated as the Beneficiary.

~~ated as the Beneficiary.~~

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

TWENTY SEVEN THOUSAND NINE HUNDRED TWENTY SIX & 40/100 - - - - - - - - - - - -DOLLARS

($ 27,926.40) 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 SIXTY (60) consecutive monthly installments of FOUR HUNDRED SIXTY FIVE & 44/100 - - - - - - - - - DOLLARS ($ 465.44), each, and a final installment of $ 465.44 , unless sooner paid, commencing on the 5th day of July , 19 76 , and continuing on the same day of each successive month thereafter until fully paid.

"Robert E. Roden and Robert Earl Roden, is one and the same person;

Maria H. Roden, Dorothy M. Roden and Dorothy H. Roden, are one and the same person"

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 1069, Section "A", of Southaven West Subdivision, in Section 23, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 2, Pages 43, 44, 45 and 46, in the Office of the Chancery Clerk of DeSoto County, Mississippi

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

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

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

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

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

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clauses, 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 obligationk 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 May 19 76

(Robert Earl Roden) X Robert Earl Roden

(Dorothy H. Roden) X Dorothy H. Roden

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Robert Earl Roden and wife, Dorothy H. Roden 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 May 19 76

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

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that this instrument was filed for record at 1 o'clock
50 minutes P. M. on the 25 day of May 1976, and that the same has
been recorded in Book 200 Page 400 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal of office this the 26 day of May 1976.

Fees 5.00

H. H. Ferguson D.C.

CANCELED BY AUTHORITY RECORDED IN BOOK 206 PAGE 174
THIS 24 DAY OF Nov. 1976
H. L. Jesson
CHANCERY CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

JAMES L. McDONALD and wife, PATRICIA M. McDONALD,

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-ONE THOUSAND AND NO/100 - - - - - - - - - - - - - - - - DOLLARS ($31,000.00) 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 180 days from date, being November 17, 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 495, in Section "D", of Buena Vista Lakes Subdivision as shown on plat appearing of record in Plat Book 5, Pages 40-43 in the Chancery Court Clerk's Office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being located in Section 13, Township 4 South, Range 8 West.

Copyright Mississippi Bankers Association

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $135,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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 21 day of May, 19 76.

James L. McDonald

Patricia M. McDonald

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. McDONALD and wife, PATRICIA M. McDONALD, 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 May, 19 76.

My Commission Expires: Jan. 24, 1979

Betty W. McCook
Notary Public

(SEAL)

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock
50 minutes P. M. 25 day of May 1976, and that the same has
been recorded in Book 200 Page 403 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 26 day of May 1976.

FEE $5.00 pd

D. G. Ferguson

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ASSIGNMENT

FOR VALUE RECEIVED, the undersigned does hereby transfer, sell, assign and deliver with recourse and warranty unto the DEPOSIT GUARANTY NATIONAL BANK, Jackson, Mississippi, that certain Deed of Trust and note executed by Franklin P. Tilghman & Edna B. Tilghman to the undersigned, as Beneficiary on the 26th day of April, 19 76, encumbering certain real property in DeSoto County, Mississippi, which said Deed of Trust is recorded in Deed of Trust Book 199 on Page 139 in the Office of the Chancery Clerk of DeSoto County, at Hernando, Mississippi, together with the indebtedness secured thereby.

WITNESS OUR SIGNATURES this 3rd day of May, 1976.

(Corporate Seal)

KIMBROUGH INVESTMENT COMPANY

BY: Richard H. Kimbrough
RICHARD H. KIMBROUGH, PRESIDENT

BY: Howard H. Anderson
HOWARD H. ANDERSON, VICE PRESIDENT

CORPORATE ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named RICHARD H. KIMBROUGH and HOWARD H. ANDERSON, who severally acknowledged that they are PRESIDENT and VICE PRESIDENT respectively of KIMBROUGH INVESTMENT COMPANY, a corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, they having been first duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this the 3rd day of May, 1976.

Joyce A. Hardwick
NOTARY PUBLIC

My Commission Expires:
My Commission Expires May 31, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 26 day of May 1976, and that the same has
been recorded in Book 200 Page 406 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 26 day of May 1976.

Fees$ 2.50

SEAL H. H. Ferguson CLERK

PARTIAL RELEASE

For and in consideration of the sum of TEN DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, UNITED AMERICAN BANK, (Formerly: HAMILTON FIRST AMERICAN BANK) does hereby release from the lien of the Deed of Trust given by Donald M. Brown ---------- for the benefit of said bank, ---------- which Deed of Trust is dated October 28, 19 75, and recorded in Deed of Trust Book 192, Page 623 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:

---------- (Property Description Attached) ----------

A Part of the Cobb Estate

TRACT I: (7.6 Acs.) 51.34 Acres, more or less, located in Section 26, Township 1 South, Range 8 West, DeSoto County, Mississippi; and being more specifically described as follows:

BEGIN at a stake at the Southeast Corner of Lot 2937, Section "N", Southaven West Subdivision as recorded in Plat Book 5, Pages 8 & 9, Register's Office, Hernando, DeSoto County, Mississippi; thence North 00° 29' West 165.00 feet to a stake; thence South 89° 10' East 337.64 feet to a stake; thence South 03° East 653.24 feet to a stake in the South line of a 200-foot powerline easement; thence South 81° 03' West 517.13 feet to a stake in the East line of Dorchester Drive; thence North 03° 09' West 568.08 feet to a stake in the South line of said Southaven West Subdivision; thence North 88° 10' East 171.74 feet to the Point of Beginning; and containing 7.6 Acres of land; according to Survey Plat of A.W.Jurgens,P.E.,dated May 20, 1976.

- AND -

A parcel of land located in Section 26,

TRACT II: (5.81 Acs) Township 1 South, Range 8 West, DeSoto County, Mississippi and being more specifically described as follows: BEGIN at a stake in the south line of a 175 ft. wide Mississippi Power & Light Co. Transmission line easement 3841.68 feet southeastwardly (South 30 degrees 11 minutes 58 seconds East) from the northwest corner of said Section 26, Township 1 South, Range 8 West; thence South 89 degrees 20 minutes 12 seconds West 542.6 feet to a stake; thence South 00 degrees 05 minutes 18 seconds East 466.6 feet to a stake; thence North 89 degrees 20 minutes 12 seconds East 542.6 feet to a stake; thence North 00 degrees 05 minutes 18 seconds West 466.6 feet to the point of beginning and containing 5.81 acres of land; according to Survey Plat of A. W. Jurgens, P.E.,dated April 21, 1976.

In all other respects said Deed of Trust recorded in Deed of Trust Book 192, Page 623 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 24 day of May, 1976.

UNITED AMERICAN BANK IN MEMPHIS
(Formerly: HAMILTON FIRST AMERICAN BANK)

By: John M. Swinny
(Name)
Asst V.P.
(Title)

(Page 1 of 2)

STATE OF TENNESSEE

COUNTY OF SHELBY

THIS DAY personally appeared before me, the undersigned authority in and for said jurisdiction, (Name) John M. Swinny, the (Title) Assistant Vice-President of UNITED AMERICAN BANK IN MEMPHIS, (Formerly: HAMILTON FIRST AMERICAN BANK,) who acknowledged that he signed and delivered the foregoing Partial Release as the act and deed of said bank and on the date mentioned therein and for the purposes expressed.

GIVEN under my hand and Official Seal this, the 24th day of May, 1976.

(SEAL)

Carol Russell
NOTARY PUBLIC

My Commission Expires: My Commission Expires Mar. 8, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that this instrument was filed for record at 10 o'clock 40 minutes A. M. on the 26 day of May 1976, and that the same has been recorded in Book 200 Page 407 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 26 day of May 1976.

Fees $ 3.50 pd.

SEAL H. H. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
273 PAGE 324
3 DAY OF June 1981
H. G. Ferguson
CHANCERY CLERK

409

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between Ruth A. Stephens

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

Ten Thousand Four Hundred Dollars and no/100---------- DOLLARS

($ 10,400.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10% per centum per annum after Maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Due and repayable in 60 equal amortized installments of $173.33 each, with the first installment due on June 15, 1976 and one installment due on the same day of each month thereafter until said indebtedness is paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of Desoto

State of Mississippi, and more particularly described as follows, to-wit:

One acre more or less situated in the northeast quarter of Section 22, Township 2 South, Range 6 West and being more particularly described as beginning at the Northwest corner of the original P. G. Sowell 60 acre tract in the northwest corner of Section 22, Township 2, Range 6 West on the south side of Powell-Woolsey Public gravel road 210 feet to a point; thence south 210 feet to a point; thence east 210 feet to a point; thence north 210 feet to the point of beginning and being the same property described in deed of record in Deed Book 45, Page 467, Land Deed Records, Desoto County, Mississippi.

Copyright Mississippi Bankers Association

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 14th day of May 19 76.

Ruth A. Stephens

Ruth A. Stephens

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 Ruth A. Stephens 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 14th day of May 19 76.

My Commission Expires: My Commission Expires Feb. 3, 1979

Betty L. Hollowell
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 26 day of May 1976, and that the same has been recorded in Book 200 Page 409 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 26 day of May 1976.

Fees 5.00

W. G. Ferguson

412

MT
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, c/o the ~~Bank~~ 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/Book of Trust 153 at page 391 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, 1976.

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, 1976.

Evelyn J. Carlson
NOTARY PUBLIC

My commission expires: My Commission Expires April 7, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 26 day of May 1976, and that the same has been recorded in Book 200 Page 412 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 26 day of May 1976.

Fees $ 2.50

H. H. Ferguson CLERK

DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF DeSoto

WHEREAS, Earnest McNeil and Wife, Mary Lee McNeil

parties of the first part,

are justly indebted unto Money Mart Inc of Olive Branch, Miss (HOLDER) party of the second part, in the sum of

One-Thousand Four-Hundred Sixty Two and 76/100---------- DOLLARS

($ 1462.76) as evidenced by a promissory note, dated May 19, 19 76,

and due and payable in 25 installments of $ 58.00 each beginning July 1, 1976 and like payments on the same day of each successive month thereafter until paid in full, and being desirous to secure by this Deed of Trust, the prompt payment of said indebtedness at the respective maturity dates of the installments due together with any extention or renewal thereof with interest thereon, and any other indebtednesses now or hereafter becoming due and owing to the beneficiary by the grantor(s) prior to the payment of the indebtedness herein described and secured, or any extention or renewal thereof, or any part thereof;

NOW THEREFORE, I ___, hereby sell, convey, and warrant unto Jim Amos (NAME OF TRUSTEE) Olive Branch, Miss (CITY, STATE) as Trustee, the following described real property situated in DeSoto County, State of Mississippi, to-wit:

The north 17 3/4 acres of the following described land: Beginning at the southwest corner of the southeast Quarter of Section 28, Township 1 south, Range 5 West: thence south 18 525/1000 chains: thence North to the half section line: thence west 18 and 525/1000 chains: thence south to the point of beginning. Also, the south 32 1/4 acres of the following bescribed land: Beginning at the Southwest corner of the northeast Quarter of Section 28, Township 1 South, Range 5 West: thence east 18 525/1000 chains: thence north to the Section line: thence west 18 525/1000 chains: thence south to the point of beginning Less and Except one acre in the southwest corner of the 17 3/4 acre tract described above, described as beginning at the South-west corner of said 17 3/4 acre tract: thence east 210 feet to a stake: thence north 210 feet to a stake, thence west 210 feet to a stake: thence south 210 feet to the point of beginning, leaving in the aggregate 49 acres, more or less, LESS AND EXCEPT the property described in those certain deeds recorded in Deed Book 90, page 455: Deed Book 91, Page 218: Deed Book 113, Page 334 and Deed Book 113, page 335 in the Office of the Chancery Court Clerk of DeSoto County, Mississippi.

TO HAVE AND TO HOLD, the aforedescribed real estate, together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the said party of the second part, its successors and assigns, in fee simple forever, and the said parties of the first part do hereby covenant with the said party of the second part, its successors and assigns, that they are lawfully seized in fee of the aforesaid described real estate; that they have a good right to sell and convey the same; that the same is unincumbered,

and that the title and quiet possession thereto they will and their heirs and personal representatives shall warrant and forever defend against the lawful claims of all persons.

IN TRUST, however, that if at any time the indebtedness herein secured, or interest thereon, or any renewals or extensions thereof, or of any part or installment thereof, with interest thereon, or any other indebtednesses becoming due and owing by the grantor(s) to the beneficiary prior to the payment of the indebtedness herein secured, should be past due and unpaid, the beneficiary herein, their legal representatives, successors (heirs) or assigns, may declare all indebtedness at that time owing due and payable; and the Trustee herein named or any substituted Trustee shall, at the request of the beneficiary herein, their legal representatives, successors (heirs) or assigns, sell the property herein conveyed at public outcry to the highest bidder for cash, within legal hours, in front of the Court House in DeSoto County, Mississippi, on a day to be fixed by such Trustee, after first giving three weeks' notice of the time, place and terms of said sale by advertisement in some newspaper published in DeSoto County, Mississippi, and having a general circulation therein, and by posting notice thereof at the Court House in said county; and shall, out of the proceeds of said sale pay: first, all costs and expenses of making said sale, including a reasonable Trustee's fee therefor; and next, the entire amount of the indebtedness at that time owing to the beneficiary herein by the grantor(s), with interest thereon up to the date of making said sale; the overplus, if any there be, to be paid to the grantor(s), his (their) (its) legal representatives, heirs (successors) or assigns.

If grantor fails to provide the insurance and pay all taxes, assessments or other governmental charges, as herein provided, the beneficiary, or any future holder of the indebtedness secured hereby, may secure and pay such insurance, and pay such taxes, assessments, and other governmental charges, and all expenditures for such purposes shall become an indebtedness of the grantor, due upon demand, and the payment of the same shall be secured by this instrument.

CANCELLED BY AUTHORITY RECORDED IN BOOK 216 PAGE 133

THIS 23 DAY OF Sept 19 72

W. S. Ferguson

CHANCERY CLERK

414

The following are authorized to select and substitute another trustee in the place of the above named trustee, or any successor, at any time any of them may so desire, namely: (1) the beneficiary herein. (2) if there be more than one beneficiary, then any one of them, or (3) any future holder of the indebtedness secured hereby, or any part hereof. It shall not be necessary to obtain the consent or resignation of the original trustee, or any successor, before appointing another trustee in his place, and any such appointee, who may be an agent, employee, or officer of the beneficiary, shall have full and sole power as trustee herein.

WITNESS Their signature(s), this the 19 day of May, 19 76.

WITNESSES:

Earnest McNeil

Mary L. McNeil

STATE OF MISSISSIPPI

County Of DeSoto

Personally appeared before me the undersigned authority in and for the above named county and state, the within named, Earnest and Mary McNeil, who acknowledged before me that They signed and delivered the above and foregoing instrument of writing on the day and date therein mentioned as Their own act and deed.

Given unto my hand and official seal, this the 19 day of May, 19 76.

MY COMMISSION EXPIRES: 7/23/77

NOTARY PUBLIC

STATE OF MISSISSIPPI

County Of

Personally appeared before me the undersigned authority in and for the above named county and state, the within named, one of the subscribing witnesses to the foregoing Deed of Trust, who being first duly sworn, deposeth and saith that he saw the within named HOLDER, whose name(s) (is) (are) subscribed thereto, sign, seal and deliver the same to the said and that he, this deponent, subscribed his name as a witness thereto in the presence of the said on the day and year herein named.

Sworn to and subscribed before me this the day of, 19 .

MY COMMISSION EXPIRES:

NOTARY PUBLIC

DEED

, Trustee

, Clerk

the within named Trust

office on the 26

1976

and that the same to-

acknowledgment, is

page

my office.

official seal, this the

19

Clerk

D. C.

Inc.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 26 day of May 1976, and that the same has been recorded in Book 200 Page 413 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 26 day of May 1976.

SEAL H. H. Ferguson CLERK

Fees $ 3.00 pd

Deluxe Branch, Miss. 38654

CANCELLED BY AUTHORITY RECORDED IN BOOK 474 PAGE 218 THIS 12 DAY OF June, 1984
W. E. Davis
CHANCERY CLERK by BC

DEED OF TRUST

THIS DEED OF TRUST is made this 13th day of May, 19 76, among the Grantor, MARY C. JACKSON, (herein "Borrower"), Tom B. Scott, Jr., (herein "Trustee"), and the Beneficiary, UNIFIRST FEDERAL SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is P. O. Box 1818, Jackson, Mississippi 39205 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto, State of Mississippi:

Lot 345, Section B, Revised, Greenbrook Subdivision, Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 8, Pages 51 and 52, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The funds derived from the indebtedness secured by this deed of trust have been used entirely to pay all or part of the purchase price of the above described property.

which has the address of 5771 Bridgewood Place, (Street) Southaven, (City)
Mississippi 38671 (herein "Property Address");
(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated May 13, 1976, (herein "Note"), in the principal sum of Fifteen Thousand and NO/100 ($15,000.00) ----------Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 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.

416

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.

Mary C. Jackson .....
Mary C. Jackson —Borrower

..... —Borrower

STATE OF MISSISSIPPI, DESOTO County ss:

On this 13th day of May, 19 76 personally appeared before me, the undersigned authority in and for said County and State, the within named Mary C. Jackson, who acknowledged that She signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office.

My commission expires:

1-8-80

Deborah B. Arsbro
Notary Public

RETURN TO:
W. F. B. & B., LTD.
P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38671

(Space Below This Line Reserved For Lender and Recorder)

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock and 30 minutes A. M. 26

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 26 day of May 1976, and that the same has been recorded in Book 200 Page 415 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 26 day of May 1976.

Fees $ 5.00

SEAL H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 675 PAGE 115
THIS 1st DAY OF Dec., 19 93.
W. E. Davis
CHANCERY CLERK
by P. Starkey D.C.

Magnolia Fed. Bank for Sav.
Assignment of this instrument recorded in Real Estate Tr book No. 528 Page 111
This the 3rd day of Dec. 19 90
W.E. Davis Clerk
by C Powell D.C

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DEED OF TRUST

THIS DEED OF TRUST is made this 19th day of MAY, 19 76, among the Grantor, CHARLES A. DAUGHERTY and wife, Jan M. DAUGHERTY (herein "Borrower"), TOM B. SCOTT, JR. (herein "Trustee"), and the Beneficiary, UNIFIRST FEDERAL SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is P. O. Box 1818 Jackson, Mississippi 39205 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DESOTO, State of Mississippi:

Lots 57 and 58, Section "A" Revised, Lakewood Estates Subdivision in Section 23, Township 2, Range7West, DeSoto County, Mississippi, as shown by plat appearing of record in Plat Book 11, Pages 1-3 in the office of the Chancery Clerk of DeSoto County, Mississippi,

which has the address of 1037 Victoria Drive [Street], Nesbit [City], Mississippi 38651 [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 May 19, 1976 (herein "Note"), in the principal sum of Fourty Four Thousand Eight Hundred and no/100-------- Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2006; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Assumption
Assignment of this Instrument Recorded in Real Estate Tr Book No. 238 Page 697
This the 2 day of Mar 1979
H. B. Ferguson Clerk

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DESOTO **County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.**

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower

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hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Charles A. Daugherty
CHARLES A. DAUGHERTY —Borrower

Jan M. Daugherty
JAN M. DAUGHERTY —Borrower

STATE OF MISSISSIPPI, DESOTO County ss:

On this 19th day of May, 1976, personally appeared before me, the undersigned authority in and for said County and State, the within named Charles A. Daugherty and wife, Jan M. Daugherty, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office.

My commission expires:

1-8-80

Deborah B. Andrus
Notary Public

RETURN TO:
W., F., R., & B., LTD.
P. O. BOX 211
SOUTHAVEN, MISSISSIPPI 38671

(Space Below This Line Reserved For Lender and Recorder)

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was
filed for record at 10 o'clock and

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
20 minutes A. M. 26 day of May 1976, and that the same has
been recorded in Book 200 Page 419 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 26 day of May 1976.
Fees $ 5.00 Ed.
SEAL H. H. Ferguson CLERK

Ad. 5.00

FOR REAL ESTATE, CHATTEL OR BOTH

W. A. Ezzell, Et Ux, Grantors

To { DEED OF TRUST

Security Bank of Hernando
Hernando, MS 38632

THIS INDENTURE, Made this 1st day of May 19 76
between W. A. Ezzell, Et Ux of the first part,
and Security Bank of Hernando of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part y of the second part in the sum of two thousand five hundred thirty nine and 80/100 ($2,539.80), evidenced by their one promissory note of like amount and even date herewith, repayable in 36 monthly installments of $70.55 each with the first installment being due on or before the 10th day of June, 1976, and on or before the 10th of each succeeding mont thereafter until paid in full.

~~and any further amount that the party of the second part may furnish the party of the first part during the year 19 ____ and is evidenced~~ ~~by ____~~ and the part ies of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by George S. McIngvale Trustee, the part ies of the first part he VE this day granted, bargained, and sold to the said Trustee the following described property, ~~located in the County of DeSoto, and State of Mississippi, viz:~~ All of the agricultural ~~products of every kind that ____ may have on hand, and all the crops of every kind to be grown by ____ and family, or are hands working with or under ____ whom as landlord or tenant or otherwise, during the year 19 ____ or the land that ____ may cultivate or cause to be cultivated, as landlord or tenant and all~~ farming implements of every kind and

LAND LYING AND BEING SITUATED IN THE TOWN OF HERNANDO, DESOTO COUNTY, MISSISSIPPI DESCRIBED AS FOLLOWS, TO-WIT:

Lot 5 in Section B, Oaklawn Subdivision on Section 13, Township 3, Range 8, as shown by the plat recorded in Plat Book 4, Page 10, in the Office of the Chancery Clerk of said County.

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 ~~or in default thereof~~ as aforesaid ~~he~~ then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part y of the second part, its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature s the date written above.

William A Ezzell
Athadale Ezzell

Witness ____

STATE OF MISSISSIPPI, DeSOTO COUNTY

Personally appeared before me the undersigned authority of said County, the within named W. A. Ezzell and wife Athadale Ezzell

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 1 day of May 1976

(SEAL) Sharon L Anderson Clerk

By My Commission Expires September 22, 1979 D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY

Before me, ____ of said County, this day personally appeared the above named ____ one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposeth and saith that he saw the above named ____ whose name ____ subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness thereto in the presence of the said ____, and that he saw the other subscribing witness sign the same in the presence of the said ____ and the witnesses signed in the presence of each other, on the day and year therein named.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 0 minutes A. M. 24 day of May 1976, and that the same has been recorded in Book 200 Page 423 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 27 day of May 1976.

H. P. Ferguson

Fees 2.50

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CANCELED BY AUTHORITY RECORDED IN BOOK
227 PAGE 608
THIS 7 DAY OF July 19 78
W. D. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1965)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

Ernest G. Spoon ~~and~~ wife, Bertha M. Spoon

of the first part, hereinafter designated as the Grantor,

James W. Amos Trustee, of the second part, hereinafter designated as Trustee, and

Edward J. Engel and wife, Colleen G. Engel of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of

Two thousand five hundred and 00/100---------- DOLLARS

($ 2,500.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 8½ per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Due and payable in 60 equal monthly installments of $51.30 each, beginning the 5th day of June, 1976 with a like installment due on the same day of each month thereafter until paid in full.

E.S.

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 center line of U. S. Highway 51 south, said point being the southwest corner of the northwest quarter of Section 30, Township 3 South, Range 7 west, DeSoto County, Mississippi; thence eastwardly at right angles to U. S. Highway 51 south, 50 feet to the East right of way line; thence north 4 degrees 43 minutes east 385.5 feet to a point of curve; thence north eastwardly on a curve; thence north eastwardly on a curve to the left with a radius of 5,904 feet, 398.44 feet to the point of tangent; thence North 0 degrees 51 minutes east along said right of way 769.22 feet to the southwest corner of the herein described 1.0 acre tract, being the point of beginning; thence north 00 degrees

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51 minutes East 143.0 feet along said right of way to a point; thence north 80 degrees 01 minutes East 187.30 feet to a point; thence north 80 degrees 23 minutes 30 seconds east a distance of 117.28 feet to a point; thence south 00 degrees 51 minutes west a distance of 147.65 feet to a point; thence south 81 degrees 01 minutes 20 seconds west a distance of 303.75 feet to the point of beginning; containing 1.0 acre, more or less, and being the northwest portion of an irregular-shaped 3.0 acre tract recorded in Deed of Trust Book 112, Page 111, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 6th day of May 19 76

Ernest G. Spoon
ERNEST G. SPOON

BERTHA M. SPOON
Bertha M. Spoon

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 G. Spoon and wife, Bertha M. Spoon 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: Jan 29, 1980

Dolores M. Smith
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the instrument was filed for record at 1 o'clock
been recorded on the 27 day of May 1976, and that the same has
of said REAL ESTATE Trust Deed
Book No. 15 P. 25 200 424 May 1976.
H. H. Ferguson, CH

5.50 PD.

DEED OF TRUST

This indenture made this 20th day of May, 19 76, between John R. Early and wife, Linda Diane Early 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 $ 4,734.00, evidenced by one promissory note of even date due and repayable in 84 equal monthly installments of $ 56.36, ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~, the first installment due the 1st day of July, 19 76, and one installment due monthly thereafter until paid in full.

THEREFORE, in consideration of the premises and the sum of Gne 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 19 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.

John R. Early

Linda Diane Early

Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named John R. Early and wife, Linda Diane Early, 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 20th day of May, 19 76.

Notary Public

My commission expires:
My Commission Expires January 17, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock
0 minutes P M. 26 day of May 1976, and that the same has
been recorded in Book 200 Page 427 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 27 day of May 1976.

H. P. Ferguson

Fees 2.50

F-1915

RELEASE OF DEED OF TRUST

STATE OF LOUISIANA
PARISH OF ORLEANS

Loan No. 202472

To the Chancery Clerk of De Soto County, State of Mississippi:

You are hereby authorized and directed to release and cancel of record a certain deed of trust executed by Battle B. Ewing and Wife, Ann H. Ewing on September 25, 19 70, to secure an indebtedness to The Federal Land Bank of New Orleans in the principal sum of $ 82,000.00, which said deed of trust is of record in Deed of Trust Book 120, Page 577, of the records in your office.

Witness the corporate signature and seal of The Federal Land Bank of New Orleans on this the 21st day of May, 19 76.

THE FEDERAL LAND BANK OF NEW ORLEANS

(SEAL)

By: Lester L Jeansonne Jr
Its Vice President & Treasurer

ATTEST:

By: W Brian Babin
Its: (Secretary & Vice President
~~Assistant Secretary~~

STATE OF LOUISIANA
PARISH OF ORLEANS

Before me, the undersigned Notary Public in and for the Parish and State aforesaid, this day personally appeared Lester L. Jeansonne, Jr. and W. Brian Babin who acknowledged that as Vice President & Treasurer and Vice President & Secretary respectively, of, for and on behalf of and by authority of The Federal Land Bank of New Orleans, a corporation, they signed, sealed and delivered the foregoing instrument on the date thereof as the act of said corporation.

Given under my hand and official seal on this the 21st day of May, 19 76.

(SEAL)

Notary Public

My commission expires at death.

* * * * * * * * * * * * * * * *

CERTIFICATE OF CLERK

STATE OF MISSISSIPPI
COUNTY OF DeSoto

I hereby certify that this instrument was filed for record in my office at 3:55 ✓ o'clock P M. on the 26 day of May, 19 76 and duly recorded in Book 200 Page 428 of the records of REAL ESTATE Trust Deed

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock
55 minutes P. 26 day of May 1976, and that the same has
been recorded in 200 Page 428 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal of office this the 27 day of May 1976.
SEAL H. P. Ferguson CLERK

Fees 2.50

Paid, Satisfied and Cancelled
This 4th day of April 1984
DeSoto Title Co., Inc. Trustee
George W. Sugnale
President
Attest: H. D. Ferguson
Chancery Clerk
By: T. E. Davis, D.C.

DEED OF TRUST

This indenture made this 20th day of May, 19 76, 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 $ 7,627.00, evidenced by one promissory note of even date due and repayable in 84 equal monthly installments of $ 90.80, ~~xxxxxxxxxxxxxxxxxxxxxxxx~~, the first installment due the 1st day of January, 19 77, 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 73 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.

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 20th day of May, 19 76.

Agnes Weatherly
Notary Public

My commission expires:
My Commission Expires January 17, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock
0 minutes P. M. 26 day of May 1976, and that the same has
been recorded in Book 200 Page 429 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal of office this the 27 day of May 1976.
Fees 2.50
H. D. Ferguson

430

FOR REAL ESTATE, CHATTEL OR BOTH

Edith Brewer

To { DEED OF TRUST

Stanley L. Wender and
Sidney M. Katz, Trustees

THIS INDENTURE, Made this 5th day of May 19 76
between Edith Brewer
of the first part,
and Stanley L. Wender & Sidney M. Katz, Trustees of the second part,
WITNESSETH, That whereas, said party of the first part, being indebted to the said parties of the second part in the sum of Five Thousand Seven Hundred Fifty Dollars ($5,750.00) evidenced by a promissory note of even date, bearing 10% interest from date, due and repayble in 168 equal amortized monthly installments of $63.73 each, first of said installments shall be due July 1, 1976 and one installment due each succeeding month thereafter until paid in full with each installment to be applied first toward accrued interest and the balance to the reduction of principal

~~and any further interest due the party of the second part may demand the party of the first part during the year 19 ; 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 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 now is or may be on said land and all the crops of every kind to be grown by and family, or any hand working with or under or otherwise during the year 19 on the land that may cultivate, or cause to be cultivated, or landlord or tenant and all farming implements of every kind and~~

Lot 326, Section D, DeSoto Woods Subdivision as per plat thereof recorded in Plat Book 10, Page 39 in the office of the Chancery Clerk of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 1, Township 2, Range 8.

A failure to pay said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of said note. Makers of said note shall have the right to pay all or any part of the said indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before the maturity date thereof 19 then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness my signature the date written above. Edith Brewer

Witness

STATE OF MISSISSIPPI, DeSOTO COUNTY:

Personally appeared before me the undersigned authority of said County, the within named Edith Brewer 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 5th day of May 19 76

(SEAL)

My Commission Expires: 5-1-78

By Notary Public Clerk D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Before me of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposeth and saith that he saw the above named

STATE OF MISSISSIPPI DeSOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock P. M. 26 of May 1976, and that the same has been recorded in Book 200 Page 430 records of REAL ESTATE Trust Deed of said County.

Witness my hand this 27 day of May 1976.

H. H. Terry Chancery Clerk

Fees 2.50

CANCELLED BY AUTHORITY RECORDED IN BOOK
240 PAGE 492
THIS 5 DAY OF April 19 79
H. J. Ferguson
CHANCERY CLERK

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between
JAMES GREENSLATE and wife, VIRGINIA GREENSLATE

of the first part, herewith designated as the Grantor(s),
ROBERT Q. WHITWELL Trustee, of the second part, hereinafter designated as Trustee, and
SOUTHAVEN BRANCH, COAHOMA BANK, Southaven, Miss., of the third part, hereinafter designated as the Beneficiary.

ated as the Beneficiary.

WITNESSETH: That whereas the Grantor(s) is justly indebted to the beneficiary in the full sum of
Three Thousand Three Hundred Eighty Seven and 96/100---------DOLLARS
($ 3,387.96) evidenced by one promissory note(s) of even date herewith in favor of the beneficiary, ~~bearing~~ 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 thirty six (36) consecutive monthly installments of Ninety Four and 11/100---------DOLLARS ($ 94.11), each, and a final installment of $ -0- , unless sooner paid, commencing on the 25th 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 2811, Section "N", Southaven West Subdivision in Section 26, Township 1 South, Range 8 West, as shown by the plat recorded in Warranty Deed Book 81, Page 533, Plat Book 5, Pages 8-9, in the Office of the Chancery Clerk of said County.

w.e. jackson, the printer, grenada, miss.

This Deed of Trust is secondary, junior and inferior to that certain Deed of Trust executed by Edward Ray Helton, et ux, to Delta Title Company, Trustee for National Mortgage Company, Beneficiary, and assumed by the Grantors herein, dated October 17, 1969, filed for record October 22, 1969, in Real Estate Trust Deed Book 113 at Page 237 at 2:00 PM, said Deed of Trust being assigned to Federal National Mortgage Association, dated October 22, 1969, filed for record November 17, 1969, in Book 113 at Page 514, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

The entire principal sum secured hereby with all interest and charges accrued thereon and all other amounts secured hereby shall at the option of the Beneficiary of the owner or holder of said note be and become at once due and payable in the event of the transfer or sale by the Grantor of the property or land covered hereby.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the prpperty here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 21st day of May 19 76.

James Greenslate
JAMES GREENSLATE

Virginia Greenslate
VIRGINIA GREENSLATE

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 Greenslate and wife, Virginia Greenslate 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 May 19 76.

My Commission Expires: _____

My Commission Expires Jan. 31, 1980.

Nancy J. Sutton
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
and that the same has
been recorded in
of said county.

35 A. 27 May
200 431
27 May

5.00

434

POWER OF ATTORNEY TO CLERK FORM 7——

DeSoto County

To the Clerk of the Chancery Court of Tunica County, Mississippi.

You are hereby authorized and directed to satisfy and cancel of record the following deed of trust, to-wit:

One executed by Bank of Walls-Branch Office of Tunica County Bank, Walls, Miss.

for the use and benefit of Jerry E. Mayney and Kay H. Mayney

dated the 5 day of January, 1976 and recorded in mortgage record book No. 194

Page 666 of the records in your office.

The indebtedness therein secured has not been assigned by me to any one and has been paid in full.

Witness my hand this 26 day of May, 1976.

J. D. Austin
Its Branch Manager

STATE OF Miss.

COUNTY OF DeSoto

Personally appeared before me Mrs. W. A. Russell

a Notary Public in and for said county and state DeSoto - Miss.

who acknowledged that he signed and delivered the fore going instrument as a voluntary act and deed on the day and year therein mentioned.

Witness my hand and official seal this the 26th day of May, 1976.

Mrs W. A. Russell

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 40 minutes A. M. 27 day of May 1976, and that the same has been recorded in Book 200 Page 434 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 27 day of May 1976.

Fees $ 2.50 pd.

SEAL H. H. Ferguson CLERK

435

FOR REAL ESTATE, CHATTEL OR BOTH

Edmund A. Pontius and wife,
Willie Marie Pontius

To

Wilbur J. Taylor and wife,
Thelma W. Taylor

DEED OF TRUST

THIS INDENTURE, Made this 26th day of May 19 76
between Edmund A. Pontius and wife, Willie Marie Pontius, Party of the first part,
and Wilbur J. Taylor and wife, Thelma W. Taylor, Party of the second part.

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of Two Thousand Eight Hundred and 00/100 Dollars ($2,800.00), bearing no interest, payable in 23 monthly instalments of $116.67 each and one final instalment of $116.59, commencing on the 26th day of June, 1976, with each subsequent and succeeding instalment being due on the 26th day of each month thereafter, and the final instalment, if not sooner paid, due and payable on May 26, 1978,

and any further amount that the party of the second part may furnish the party of the first part, having agreed to secure the prompt payment of the same when due; Therefore, in consideration of the premises, and of the sum of One Dollar to the part paid by David A. Gustafson, Trustee, the party of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi,

Lot 478, in Section D of Buena Vista Lakes Subdivision as shown on plat appearing of record in Plat Book 5, Pages 40-43, in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 14, Township 4, Range 8 West.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property, and sell the same as herein below directed. Should the part of the first part promptly pay the above stated indebtedness on or before the 26th day of May 19 78 then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the 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 date written above.

Edmund A. Pontius

Willie Marie Pontius

STATE OF MISSISSIPPI, DeSOTO COUNTY

Personally appeared before me a notary public of said County, the within named Edmund A. Pontius and wife, Willie Marie Pontius, who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 26th day of May 1976

My Commission expires (SEAL)

My Commission Expires May 15, 1979

By Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Before me, of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 45 minutes P. M. 26 day of May 1976, and that the same has been recorded in Book 200 Page 435 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 28 day of May 1976.

Fees 2.50

H. G. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 226 PAGE 710

THIS 20 DAY OF June 1978

H. G. Ferguson
CHANCERY CLERK

436

Paid, Satisfied and Cancelled
This 30th day of Sept 1981
William L Rone, Trustee
Attest
H. D. Ferguson
Chancery Clerk
By D. W. McClain, D.C.

FOR REAL ESTATE, CHATTEL OR BOTH

LARRY H. TAYLOR, ET UX
To { DEED OF TRUST
CLYDE A. DILL, ET UX

THIS INDENTURE, Made this 27th day of May, 19 76
between Larry H. Taylor and wife, Marsha J. Taylor,
of the first part,
and Clyde A. Dill and wife, Shire Faye Dill, the second part,
WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part ies of the second part in the sum of Ten Thousand Dollars ($10,000.00) evidenced by one (1) promissory note of even date herewith, bearing interest at the rate of nine percent (9%) per annum and being due and repayable in sixty (60) equal amortized monthly installments of $207.59 monthly with first installment due and payable on or before July 1, 1976, and on or before the first day of each succeeding month thereafter until paid in full, and any further amount that the party of the second part may furnish the party of the first part during the year 19____, not to exceed_____ and the part ies of the first part having agreed to secure the prompt payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by William L. Rone Trustee, the part ies of the first part ha ve this day granted, bargained, and said to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All [illegible] and all the crops [illegible] during the year 19[illegible] and the following [illegible] farming implements of every kind and

16.13 Acres, more or less, in the northeast quarter of Section 20, Township 2 South, Range 7 West, DeSoto County, Mississippi and being more particularly described as follows: Beginning at an iron pin in the east line of a county road, said iron pin being south 1512.90 feet and east 30.00 feet from the northwest corner of the northeast quarter of Section 20, Township 2 South, Range 7 West; thence North 85° 15' 17" East, 490.10 feet to an iron pin; thence North 5° 59' 43" East, 192.90 feet to an iron pin on the north line of the north half of the south half of the northeast quarter of Section 20; thence North 84° 30' 00" East, 1036.05 feet along said north line to an iron pin; thence South 4°31' 03" East, 660.07 feet to an iron pin; thence South 84° 30' 00" West, 1019.02 feet to an iron pin; Thence North 5° 59' 43" West, 417.10 feet to an iron pin; thence South 85° 15' 17" West, 490.10 feet to an iron pin on the east line of said county road; thence North 5° 59' 43" West, 50.00 feet along the east line of said county road to the point of beginning, containing 16.13 acres, more or less. All bearings are magnetic.

The Grantors reserve the right to pay any part of or all of the above indebtedness before maturity without penalty.

A failure to pay the above indebtedness when due shall operate to cause the entire unpaid indebtedness together withinterest thereon to become immediately due and payable at the option of the owner and holder of note of even date herewith.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the as stated above, 19____, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part ies of the second part their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signatures the date written above.

Witness

Larry H. Taylor
Marsha J. Taylor

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me, undersigned authority in and for of said County, the within named Larry H. Taylor and wife, Marsha J. Taylor who acknowledge that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.
Given under my hand and official seal, this 27th day of May 1976
MY COMMISSION EXPIRES MARCH 24, 1979 (SEAL)
Sarah Bethune Clerk
By Notary Public D.C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Before me of said County, this day personally appeared the above named

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that this instrument was filed for record at 1 o'clock
60 minutes P. M. on the 27 day of May 1976, and that the same has
been recorded in Book 200 of the records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal of office this the 28 day of May 1976.
Fees $ 2.50
H. D. Ferguson Clerk

Paid, Satisfied and Cancelled
This 10th day of June 19 86
Carl E. Kimberlin
Bennie F. Kimberlin
Attest
W. H. Ferguson
Deputy Clerk by S. Taylor D.C.

This Instrument was prepared
by Herschel Crowley, Jr., Attorney
3119 Poplar Ave., Memphis, Tenn.

This Indenture, made by and between

ROBERT J. CLAYTON and wife, CHRISTINE CLAYTON

party of the first part; MID-SOUTH TITLE COMPANY, INC. party of the second part, as Trustee; and

CARL E. KIMBERLIN and wife, BENNIE E. KIMBERLIN

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 Lenox Estate located south of the Tennessee and Mississippi State Line and being the same property described in Book 31, Page 137, on record in DeSoto County Register's Office, Hernando, Mississippi, and being more particularly described as follows: BEGINNING at a point in the centerline of Center Hill Road, said point being on the Tennessee and Mississippi State Line and also being 4127.12 feet south of the centerline of Holmes Road; thence South 89° 46' 08" East and with the said Tennessee-Mississippi State Line a distance of 1566.97 feet to a point; thence South 06° 21' 13" East a distance of 1190.25 feet to a point in the centerline of Haynie Road (Gravel); thence North 89° 37' 40" West and with said centerline of Haynie Road a distance of 1489.19 feet to a point in said centerline of Haynie Road; thence North 00° 29' 32" East and with the east line of the Jim Walters Company property recorded in Book 51, Page 505, in the Desoto County Register's Office in Hernando, Mississippi 635.77 feet to a point; thence South 88° 35' 57" West and with the north line of the said Jim Walters Company property a distance of 228.56 feet to a point in the centerline of Center Hill Road; thence North 01° 24' 30" East and with said centerline of Center Hill Road a distance of 549.57 feet to the point of beginning and containing 41.24 acres.

This conveyance is made in trust, however, to secure the payment of $108,000.00, evidenced by the following ~~promissory~~ amortized note of even date herewith, executed by parties of the first part, bearing interest at 8% per annum from 5/15/76. Said principal and interest are payable in the following manner, to-wit: SIXTEEN THOUSAND NINETY-FIVE AND 24/100 ($16,095.24) DOLLARS on the 15th day of May, 1977, and a like amount on the 15th day of each and every year thereafter to and including May 15, 1986, and on May 15, 1987 the balance of said principal sum and interest thereon. Said annual payments shall be applied annually to the payment of interest on the balance of unpaid principal at the rate of 8% per annum and any amount remaining after payment of said interest shall be applied in reduction of said unpaid part of the principal. Said note being payable to the order of BEARER.

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails so to do, the holder or holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgagee's subrogation clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due or account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby; and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Witness the signature of the party of the first part, on this the 14th day of May, 19 76.

Robert J. Clayton

Christine Clayton

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STATE OF Tennessee
COUNTY OF Shelby } ss.

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named

ROBERT J. CLAYTON and wife, CHRISTINE CLAYTON

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 14th day of May 19 76

My Commission expires: 8/29/77

Notary Public.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock
30 minutes P. M. 27 day of May 1976, and that the same has
been recorded in Book 200 Page 437 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 28 day of May 1976.
Fees$ 3.00 pd.
SEAL H. H. Ferguson CLERK

TITLE INS
protectio

W. 002

FOR REAL ESTATE, CHATTEL OR BOTH

James L. Sanders

To { DEED OF TRUST

E. A. Perrete

THIS INDENTURE, Made this 27th day of May 19 76

between James L. Sanders of the first part,

and E. A. Perrete 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 Seven Thousand Eight Hundred Fifty Dollars ($7,850.00) evidenced by a promissory note of even date, bearing 6% interest from date, due and repayable in 149 equal amortized monthly installments of $75.00 each, first of said installments shall be due July 1, 1976 and one installment due each succeeding month thereafter until paid in full with each installment to be applied first toward accrued interest and the balance to the reduction of principal

Therefore, in consideration of the premises, and of the sum of One Dollar to the part y paid by George S. McIngvale of the first part Trustee, the part y of the first part ha s this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz:

Lot 2, Bill LaRue's Tchulahoma Road Subdivision as found in Plat Book 8, Page 44 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 Section4, Township 2, Range 7.

A failure to pay said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of said note. Maker of this said note shall have the right to pay all or any part of the said indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part y of the first part promptly pay the above stated indebtedness as to before the maturity date thereof 19 then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part y of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part, his assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness my signature, the date written above.

Witness

James L Sanders

STATE OF MISSISSIPPI, DeSOTO COUNTY

Personally appeared before me the undersigned authority of said County, the within named James L. Sanders 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 27th day of May 19 76

My Commission Expires: 2-6-78 (SEAL)

Rebecca Kitty Notary Public Clerk

By D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY

Before me, of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 00 minutes P. M. 27 day of May 1976, and that the same has been recorded in Book 200 Page 439 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 28 day of May 1976.

Fees 2.50 H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 478 PAGE 45

THIS 18 DAY OF July 19 89

W E Davis by T Cole D.C.

Chancery Clerk

440

This instrument was prepared
by Herschel Crowley, Jr., Attorney
3119 Poplar Ave., Memphis,

PARTIAL RELEASE OF REAL ESTATE DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS, That the Memphis Production Credit Association, a corporation organized under the laws of the United States, with its principal office at Memphis, Tennessee, for a good and valuable consideration, the receipt of which is acknowledged, does hereby REMISE, RELEASE and DISCHARGE from the lien of a certain real estate deed of trust executed by Carl E. Kimberlin and Bennie F. Kimberlin to the Memphis Production Credit Association, dated October 18, 1974, and filed for record November 26, 1974, at 11:00 A. M. and recorded in Book 181, page 513 in the office of the Register of DeSoto County, Mississippi, the following described property, to-wit:

Part of the Lenon Estate located south of the Tennessee and Mississippi State Line and being the same property described in Book 31, Page 137, DeSoto County, Register's Office, Hernando, Mississippi, and being more particularly described as follows: BEGINNING at a point in the centerline of Center Hill Road, said point being on the Tennessee and Mississippi State Line and also being 4127.12 feet south of the centerline of Holmes Road; thence south 89°46'08" East and with the said Tennessee- Mississippi State Line a distance of 1566.97 feet to a point; thence South 06° 21' 13" East a distance of 1190.25 feet to a point in the centerline of Haynie Road (Gravel); thence North 89° 37' 40" West and with said centerline of Haynie Road, a distance of 1489.19 feet to a point in said centerline of Haynie Road; thence North 00° 29' 32" East and with the east line of the Jim Walters Company property recorded in Book 51, Page 505, in the DeSoto County Register's Office in Hernando, Mississippi 635.77 feet to a point; thence South 88° 35' 57" West and with the north line of the said Jim Walters Company property a distance of 228.56 feet to a point in the centerline of Center Hill Road; thence North 01° 24' 30" East and with said centerline of Center Hill Road a distance of 549.57 feet to the point of beginning and containing 41.24 acres.

Provided, however, that this release shall not be considered to waive or in any manner affect or invalidate the lien of said deed of trust to the above-named production credit association upon the residue of the property described therein.

IN WITNESS WHEREOF, the said production credit association has caused its corporate seal to be hereto affixed, and these presents to be signed on its behalf by its duly authorized officers, this 18th day of May, 19 76

Memphis PRODUCTION CREDIT ASSOCIATION

BY: Wanda Garrett
Secretary-Treasurer

STATE OF TENNESSEE
COUNTY OF Shelby

On this 18th day of May, 19 76, before me appeared Wanda Garrett to me personally known, who, being by me duly sworn, did say that he is the Secretary-Treasurer of the Memphis Production Credit Association, a corporation, and that the said instrument was signed in behalf of said corporation by authority of its Board of Directors and he acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and official seal the day and year last above written.

My commission expires: October 2, 1978

Carolyn E. Berger
Notary Public

This instrument was prepared by the Production Credit Corporation,
Tennessee.

STATE OF MISSISSIPPI COUNTY
I certify that this instrument was filed for record at 2 o'clock
30 min. P. 27 day of May 1976, and that the same has
been recorded in Book 200 page 440 of said records of REAL ESTATE Trust Deed
Witness my hand and seal of office this 28 day of May 1976.
fees $ 2.00

H. H. Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN [redacted]
218 PAGE 428
THIS 16 DAY OF Dec 1977
[redacted]
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned DWIGHT HOMES SOUTH, INC., a Mississippi Corporation hereinafter designated "Grantor," conveys and warrants to C. B. Henley as Trustee, the following described property, located in DeSoto County, Mississippi, to-wit:

Lot 260, Section B, Holly Hills Subdivision, situated in Section 30, Township 1 South, Range 8 West, DeSoto County, Mississippi, acording to a map or plat thereof on file and of record in the office of the Chancery Clerk of said County, in Plat Book 12, Pages 16 and 17.

This is the first lien on the above-described property except

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the BAILEY MORTGAGE COMPANY, its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

($25,500.00) Twenty-Five Thousand Five Hundred & no/100- Dollars due on or before Nine (9) months from date with interest due and payable each month until all principal and interest are paid in full.

asevidenced by Promissory Note of even date.

bearing interest at the rate XX/ percent per annum from date, together with attorney's fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or Grantors herein, or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or guarantor.

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

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V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer; or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 888 and amendments thereto of the Mississippi Code of 1942; and as to personal property shall be at such time, place and upon such notice as is required by law for the sheriff's sale of like property made under execution; and in case said land is situated in more than one county, the sale may be made in either county at the Trustee's discretion but shall be advertised in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee actually have such property on hand at the place of sale. Out of the proceeds of the sale, the Trustee shall pay all indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this trust.

VI. The Beneficiary or any holder of the indebtedness secured hereby may, at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all such powers in the execution of this trust as are vested in the Trustee herein named. Such appointment by the Beneficiary may be made by any officer thereof.

VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural, the singular.

IX. In case of foreclosure and sale of the property herein conveyed, the Beneficiary or any owner or holder of the notes secured hereby shall have the same right to purchase at said sale as if a stranger to this instrument.

Witness the signature of the Grantor, this 21st day of May 1976.

ATTEST:

Wayne D. Crawford
Wayne D. Crawford, Vice President

DWIGHT HOMES SOUTH, INC.

By: W D Crawford Jr
W. D. Crawford, Jr., President

STATE OF MISSISSIPPI,)

COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named W. D. Crawford, Jr. and Wayne D. Crawford, the President and Vice President respectively of Dwight Homes South, Inc.

who acknowledged that they signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and official seal, this 21st day of May 1976.

Bobbie M Braswell Notary Public

My Commission Expires Feb. 19, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 45 minutes P. M. 27 day of May 1976, and that the same has been recorded in Book 200 Page 441 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 28 day of May 1976.

Fees$ 3.50 pd.

SEAL H. P. Ferguson CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned DWIGHT HOMES SOUTH, INC., a Mississippi Corp. hereinafter designated "Grantor," conveys and warrants to C. B. Henley as Trustee, the following described property, located in DeSoto County, Mississippi, to-wit:

Lot 261, Section B, Holly Hills Subdivision, situated in Section 30, Township 1 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of said County, in Plat Book 12, Pages 16 and 17.

This is the first lien on the above-described property except

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the BAILEY MORTGAGE COMPANY its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

($24,150.00) Twenty-Four Thousand One Hundred Fifty &no/100 Dollars due on or before Nine (9) months from date with interest due and payable each month until all principal and interest are paid in full.

as evidenced by Promissory Note of even date

bearing interest at the rate of percent per annum from date, together with attorney's fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or Grantors herein, or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or guarantor.

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

CANCELLED BY AUTHORITY RECORDED IN BOOK 213 PAGE 309
THIS 6 DAY OF July 1922
H. L. Ferguson
CHANCERY CLERK

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V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer, or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 888 and amendments thereto of the Mississippi Code of 1942; and as to personal property shall be at such time, place and upon such notice as is required by law for the sheriff's sale of like property made under execution; and in case said land is situated in more than one county, the sale may be made in either county at the Trustee's discretion but shall be advertised in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee actually have such property on hand at the place of sale. Out of the proceeds of the sale, the Trustee shall pay all indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this trust.

VI. The Beneficiary or any holder of the indebtedness secured hereby may, at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all such powers in the execution of this trust as are vested in the Trustee herein named. Such appointment by the Beneficiary may be made by any officer thereof.

VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural, the singular.

IX. In case of foreclosure and sale of the property herein conveyed, the Beneficiary or any owner or holder of the notes secured hereby shall have the same right to purchase at said sale as if a stranger to this instrument.

Witness the signature of the Grantor, this 21st day of May 1976.

ATTEST:

Wayne D. Crawford

Wayne D. Crawford, Vice President

DWIGHT HOMES SOUTH, INC.

By: W D Crawford Jr

W. D. Crawford, Jr. President

STATE OF MISSISSIPPI)

COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named W. D. Crawford, Jr. and Wayne D. Crawford, the President and Vice President respectively of Dwight Homes South, Inc.

who acknowledged that they signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and official seal, this 21st day of May 1976

Bobbie B. Braswell Notary Public

My Commission Expires Feb. 19, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 45 minutes P. M. 27 day of May 1976, and that the same has been recorded in Book 200 Page 443 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 28 day of May 1976.

Fees $ 3.50 pd

SEAL H. P. Sturgus CLERK

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PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated January 16, 1973, executed by Bailey Mortgage Company to Forrest N. Jenkins and J. David Guthrie as Trustees, for Union Planters National Bank of Memphis as Beneficiary, which Deed of Trust is recorded in Book 153, Page 85, in the office of the Chancery Clerk of DeSoto County, Mississippi; and that certain Deed of Trust dated October 10, 1974, executed by Bailey Mortgage Company to Forrest N. Jenkins and J. David Guthrie as Trustees for Union Planters National Bank as Beneficiary, which Deed of Trust is recorded in Book 180, Page 553, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned Union Planters National Bank of Memphis as Beneficiary, named in said Deeds of Trust, have bargained and sold and by these presents do bargain, sell, convey, remise, release and quitclaim unto the said Bailey Mortgage Company the following described property located in the County of DeSoto, State of Mississippi, to-wit:

Lot 260 and Lot 261, Section B, Holly Hills Subdivision, situated in Section 30, Township 1 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of said County, in Plat Book 12, Pages 16 and 17.

TO HAVE AND TO HOLD the aforementioned property unto the said Bailey Mortgage Company and to its successors, heirs, and assigns in fee simple forever, free and discharged from the liens of said Deeds of Trust and the indebtednesses secured thereby.

But this is a Partial Release and as to all other property described in and conveyed by said Deeds of Trust not heretofore nor hereby released, the lien of said Deeds of Trust and the indebtednesses secured thereby shall continue in full force and effect.

WITNESS our signatures this the 25th day of May, 1976

UNION PLANTERS NATIONAL BANK OF MEMPHIS

By: Robert P. Watson V. Pres

ATTEST:

STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me the undersigned authority of law in and for the jurisdiction aforesaid, the within named Robert P. Watson and J. M. Killian, who acknowledged that as Vice President and Banking Officer, respectively, for and on behalf of and by authority of Union Planters National Bank of Memphis, they signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY H AND and seal of office, this the 25th day of May, 1976.

Barbara C. Young
Notary Public

My Commission expires: MY COMMISSION EXPIRES OCTOBER 1, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock
45 minutes P. M. 27 day of May 1976, and that the same has
been recorded in Book 200 Page 445 of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal of office this 28 day of May 1976.
Fee $ 2.50

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244234

PREPARED BY:
SIDNEY M. KATZ, ATTY.
4041 KNIGHT ARNOLD RD.
MEMPHIS, TENNESSEE 38117

244234 50490
C.E. B

This instrument prepared by:

TRUST DEED RELEASE

Office of Chancery Court Clerk
DeSoto County Mississippi

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Register's Office of Shelby County, Tenn. certain real property was conveyed by the hereinafter named grantor, to James R. Houston as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed; and

WHEREAS, All of the notes described in and secured by said trust deed have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said trust deed; and

WHEREAS, Said trust deed are briefly described as follows, to-wit:

GRANTOR	Date of Instrument	Recorded	Description of Property
Glyde Edwin Bowen, a Single Man	7-31-63	Book 71 Page 429	Lot 490, Section B. Southaven, S/D.

NOW, THEREFORE, in consideration of the premises the undersigned The Bowery Savings Bank as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claim— and convey— unto said grantors their heirs and assigns all their right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, The Bowery Savings Bank, covenants with the said grantors that they the legal owners and holders of the notes described in and secured by said trust deed, and that they have the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said The Bowery Savings Bank have hereunto set their hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the _____ day of APR 27 1975 19__

The Bowery Savings Bank

T. V. Albanese DEPUTY MORTGAGE 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~~ NEW YORK
COUNTY OF ~~SHELBY~~ NEW YORK

Before me, a Notary Public in and for said State and County duly commisioned and qualified, personally appeared T. V. Albanese with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the DEPUTY MORTGAGE OFFICER President of the The Bowery Savings Bank the within named bargninor, a corporation, and that he as ~~DEPUTY MORTGAGE OFFICER~~ President being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as ~~DEPUTY MORTGAGE OFFICER~~ President.

WITNESS my hand and seal at office in APR 27 1976 this _____ day of _____ 19__

ALFRED J. LEVONAVICH
NOTARY PUBLIC, State of New York
NO. 01LE4504497
Qualified in Nassau County
Term Expires March 30, 19

Alfred J. Levonavich
Notary Public

My commission expires _____ day of _____, 19__

signed & delivered

* Do not write below this line - FOR REGISTERS USE ONLY *

STATE OF MISSISSIPPI DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 45 minutes P. M. 27 day of May 1976, and that the same has been recorded in Book 200 Page 446 records of REAL ESTATE Trust Deed of said County.

Witness my hand this the 28 day of May 1976.

Fee $ 2.50

H. H. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 294 PAGE 701
31 DAY OF Mar. 1983
N.D. Ferguson
CHANCERY CLERK

Assignment of this Instrument Recorded in Real Estate Trs Book No. 251 Page 714
This the 8 day of Nov 1979.
N.D. Ferguson Clerk

VA Form 26-6322 (Home Loan) Revised January 1974. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 25th day of May, 19 76, by and between

SAMUEL PRESTON KEMPER and wife, REBA M. KEMPER

John Land McDavid, hereinafter called the Grantor;
, hereinafter called the Trustee, and

BAILEY MORTGAGE COMPANY, a corporation organized and existing under the laws of the State of Mississippi, having its principal office and post-office address at 161 East Amite Street, Jackson, Mississippi, hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar ($1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DeSoto, State of Mississippi, to wit:

Lot 3154, Section O, in Southaven West Subdivision in Sections 23 and 26, Township 1 South, Range 8 West as shown by the plat recorded in Plat Book 5, Pages 12 and 13 in the office of the Chancery Clerk of said County.

Together with all drapes and Range, and it is the intention of the parties that these items are deemed part of the realty.

The funds derived from the indebtedness secured by this deed of trust have been entirely used to pay the seller all or a part of the purchase price of the property described above.

Should the Veterans Administration fail or refuse to issue its guaranty of the loan secured by this mortgage under the provisions of the Servicemen's Readjustment Act of 1944, as amended, in the full amount committed upon by the Veterans Administration, within sixty days from the date the loan would normally become eligible for such guaranty, the mortgagee herein may at its option, declare all sums secured by this mortgage immediately due and payable.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

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 Thousand and no/100---------- Dollars ($ 20, 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 One Hundred Fifty-Three & 80/100--Dollars ($ 153. 80), 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 , ~~19~~ 2006.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
(II) interest on the note secured hereby; and
(III) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be Ten per centum (10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Samuel Preston Kemper

Reba M. Kemper

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me, the undersigned Notary Public in and for said County, the within named Samuel Preston Kemper and Reba M. Kemper, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 25th day of May, 1976.

Bobbie M. Braswell
Notary Public

My Commission Expires:
Feb. 19, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 45 minutes P. M. 27 day of May 1976, and that the same has been recorded in Book 200 Page 447 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 28 day of May 1976.

Fees $ 5.00 pd. SEAL H. H. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
252 PAGE 709
THIS 29 DAY OF Nov 1979
W. D. Ferguson
CHANCERY CLERK

VA Form 26-6312 (Home Loan)
Revised January 1974. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 27th day of May, 19 76, by and between

GERALD F. RUSSELL and wife, RUBY J. RUSSELL,

, 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 Main Main Street, 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 1242, Section B, Southaven West Subdivision, in Section 23, Township 1 South, Range 8 West, as shown on the plat of said subdivision which is recorded in Plat Book 2, Pages 48 and 49, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The Grantors covenant and agree that so long as this Deed of Trust and 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.

The funds derived from the indebtedness secured by the Deed of Trust have been used entirely to pay all or part of the purchase price of the above described property.

Includes: wall-to-wall carpeting and vent hood

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

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To Have and to Hold the same unto the Trustee and unto his successors and assigns, forever.

In Trust, However, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Twenty Two Thousand Five Hundred Fifty Dollars ($ 22,550.00), 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 Percy Galbreath & Son, Inc., 100 North Main Street, in Memphis, Tennessee, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of One Hundred Seventy-three Dollars ($ 173.41), commencing on the first day of July, 19 76, and continuing on the and first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal 41/100 and interest, if not sooner paid, shall be due and payable on the first day of June, 19 2006.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
(II) interest on the note secured hereby; and
(III) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be ten per centum (10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Gerald F. Russell

Ruby J. Russell

STATE OF MISSISSIPPI,
COUNTY OF DeSoto } ss:

Personally appeared before me, the undersigned notary public in and for said County, the within named Gerald F. Russell and Ruby J. Russell, 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 May, 1976.

Notary Public

My Commission expires:

Jan. 18, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock
15 minutes A. M. on the 28 day of May 1976, and that the same has
been recorded in Book 200 Page 451 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 28 day of May 1976.

SEAL

Fees $ 5.50

STATE OF MISSISSIPPI
County
I, Clerk
do hereby
was filed
19 76
Recorded
on the
Fee

Assignment of this Instrument Recorded In
Real Estate T/D Book
No. 251 Page 710
This the 8 day of Dec. 19 79
W. D. Ferguson Clerk

CANCELLED BY AUTHORITY, RECORDED IN BOOK
1296 PAGE 615
THIS 6 DAY OF March, 2001
W. E. Davis
CHANCERY CLERK
by B Cleveland DC

VA Form 26-6322 (Home Loan)
Revised January 1974. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 25th day of May, 19 76, by and between

TROY WESLEY BARNES and wife, BRENDA J. BARNES,

, 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 property, situated in the County of DeSoto, State of Mississippi, to wit:

Lot 2612, Section M, Southaven West Subdivision, in Section 27, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 4, Pages 52 and 53, 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.

The Grantors covenant and agree that so long as this Deed of Trust and the Note secured hereby are guaranteed under the Servicemen's Readjustment Act or insured under the provisions of the National Housing Act, they will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the subject property on the basis of race, color or creed. Upon violation of this covenant, the note holder may, at its option, declare the unpaid balance of the debt secured bythis deed of trust immediately due and payable.

The Grantors covenant and agree that should this security instrument or note secured hereby be determined ineligible for guaranty under the Servicemen's Readjustment Act within thirty (30) days from the date hereof (written statement of any officer or authorized agent for the Veterans Administration declining to guarantee said note and/or this security instrument being deemed conclusive of such ineligibility), the present holder of the note secured hereby or any subsequent holder thereof may, at its option, declare all notes secured hereby immediately due and payable.

First Comm. Mtg. Co
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN
Real Estate T/D BOOK
NO. 851 PAGE 218
THIS THE 26 DAY OF Aug. 19 96
W. E. Davis
CHANCERY CLERK
by B Cleveland DC

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

Bailey Mtg. Co.
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN
Real Estate T/D BOOK
NO. 749 PAGE 333
THIS THE 18th DAY OF Feb., 19 98
W. E. Davis
CHANCERY CLERK
by J. Q. Starkey 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 and No/100 ------- Dollars ($ 32,000.00), 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 , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Forty-Six and 08/100 Dollars ($ 246.08), commencing on the first day of July , 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 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. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
(II) interest on the note secured hereby; and
(III) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be Ten per centum (10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Troy Wesley Barnes

Troy Wesley Barnes

Brenda J. Barnes

Brenda J. Barnes

STATE OF MISSISSIPPI,

COUNTY OF DESOTO

Personally appeared before me Deborah B. Asnbro the undersigned Notary Public in and for said County, the within named Troy Wesley Barnes and Brenda J. Barnes, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 25th day of May, 1976.

My Commission expires:
1-8-80

Deborah B Ansbro
Notary Public

RETURN TO:
W. F. R. & B. LTD.
P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38671

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock no minutes A M. 28 day of May 1976, and that the same has been recorded in Book 200 Page 455 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 28 day of May 1976.

Fees $ 5.00 pd.

SEAL H. H. Ferguson CLERK

STATE OF MISSISSIPPI
County of
I, Clerk do hereby was filed 19 Record on the Fee

CANCELLED BY AUTHORITY RECORDED IN BOOK 202 PAGE 504
THIS 27 DAY OF July 19 76
W. S. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

HUBERT FRANK ARMOUR AND wife, BEATRICE M. ARMOUR

of the first part, hereinafter designated as the Grantor,

D. B. Bridgforth, JTrustee, of the second part, hereinafter designated as Trustee, and

The Hernando Bank

Party of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of

----------FOUR THOUSAND AND NO/100----------DOLLARS

($ 4,000.00) evidenced by a promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 9 per centum per annum after , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

On or before August 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 679, Section "F", Carriage Hills Subdivision in Section 24, Township 1, Range 8 West, as shown by plat recorded in Plat Book 6, Pages 3-4 in the office of the Chancery Clerk of DeSoto County, Miss.

Copyright Mississippi Bankers Association

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Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 26th day of May 19 76

Hubert Frank Armour

Hubert Frank Armour

Beatrice M. Armour

Beatrice M. Armour

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 Hubert Frank Armour and wife, Beatrice M. Armour 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 MAY 19 76

My Commission Expires: 1-8-80

Deborah B. Ansbro
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 28 day of May 1976, and that the same has been recorded in Book 200 Page 459 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 28 day of May 1976.

H. G. Ferguson
Chancery Clerk

Fees $ 5.00 pd

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PARTIAL RELEASE

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by those certain Deeds of Trust bearing date the 16th day of January, 1973 and the 10th day of October, 1974, made and executed by Bailey Mortgage Company to Forrest N. Jenkins and J. David Guthrie, trustees for Union Planters National Bank, Memphis, Tennessee, as beneficiary, which Deeds of Trust are recorded in Book 153, Page 85 and Book 180, Page 553, both in the office of the Chancery Clerk of DeSoto County, Mississippi, and the beneficiary by and through its duly authorized officer does hereby release from the lien of said instrument, the following described land lying and being situated in DeSoto County, Miss., to-wit:

Lots 617 and 750, Section "D", Twin Lakes Subdivision Section 6, Township 2, Range 8 as per plat thereof recorded in Plat Book 10, Pages 32 and 33 in the office of the Chancery Clerk of DeSoto County, Mississippi.

This is a partial release releasing only the above described property and all other respects said lien instruments shall remain in full force and effect.

The Chancery Clerk of DeSoto County, Mississippi is hereby authorized to make the appropriate marginal notation on the face of the lien instrument.

WITNESS THE SIGNATURE of the duly authorized officer of the corporation, this the 24th day of May, 1976.

ATTEST: _____

UNION PLANTERS NATIONAL BANK

BY: H. B. Goddard

STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named H. B. Goddard and John M. Killian, who acknowledged that as Vice President and Banking Office, respectively, for and on behalf of and by authority of Union Planters National Bank of Memphis 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 24th day of MAY, 1976.

Barbara C. Stamps
NOTARY PUBLIC

My commission expires:
MY COMMISSION EXPIRES OCTOBER 1, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
no minutes A.M. 28 day of May 1976, and that the same has
been recorded in Book 200 Page 462 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal of office this the 28 day of May 1976.

Fees $ 2.50

H. P. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK 418 PAGE 99
THIS 16 DAY OF Oct. 1987
H.D. Ferguson Chancery Clerk

ment of this instrument was filed in
Real Estate T/D book
No. 200 Page 667
This the 9 day of June 1976
H.D. Ferguson Clerk

DEED OF TRUST

THIS DEED OF TRUST is made this 21st day of MAY 19 76, among the Grantor, WILLIAM G. HILL AND WIFE, LINDA H. HILL (herein "Borrower"), E. R. RICHMOND (herein "Trustee"), and the Beneficiary, E.R.RICHMOND & COMPANY, a corporation organized and existing under the laws of THE laws of Tennessee whose address is 663 South Cooper Street, MEMPHIS, TN 38104 (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 962, Section "E", Greenbrook Subdivision in Section 19, Township 1, Range 7 West, as shown on plat appearing of record in Plat Book 9, Pages 44 and 45 in the office of the Chancery Clerk of DeSoto County, Mississippi

which has the address of 5998 Barberry Place (Street) Southaven (City),
38671 Mississippi (herein "Property Address");
[State and Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated May 21, 1976 (herein "Note"), in the principal sum of THIRTY FOUR THOUSAND SIX HUNDRED and no/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2006; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DESOTO **County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.**

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower

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hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

William G. Hill
WILLIAM G. HILL —Borrower

Linda H. Hill
LINDA H. HILL —Borrower

STATE OF MISSISSIPPI, DESOTO County ss:

On this 21st day of May, 19 76, personally appeared before me, the undersigned authority in and for said County and State, the within named William G. Hill and wife, Linda H. Hill, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office.

My commission expires:
1-8-80

Deborah B. Ansbro
Notary Public

NOTARY PUBLIC

RETURN TO
W. F. B. A. S., LTD.
P. O. BOX 261
SOUTHAVEN, MISSISSIPPI 38671

(Space Below This Line Reserved For Lender and Recorder)

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was
filed for record at 11

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
no minutes A M. 28 day of May 1976, and that the same has
been recorded in Book 200 Page 463 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 28 day of May 1976.

Fees$ 5.00 pd. SEAL H. H. Ferguson CLERK

5.00 PD

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ERROR

CANCELLED BY AUTHORITY. RECORDED IN BOOK 435 PAGE 975
THIS 2 DAY OF May 19 88
W. E. Davis
Chancery Clerk

Assignment of this Instrument Recorded in Real Estate T/D Book No. 200 Page 669
This the 9 day of June 19 76
W. B. Ferguson Clerk

Federal Mort. Mtg. Assn.
Assignment of this instrument recorded in Real Estate T/D book No. 435 Page 975
This the 11 day of May 19 76
W. E. Davis Ch. Clerk

DEED OF TRUST

THIS DEED OF TRUST is made this 21st day of May 19 76, among the Grantor, RONALD G. ESCUE AND WIFE, DORIS R. ESCUE (herein "Borrower"), E. R. RICHMOND (herein "Trustee"), and the Beneficiary, E. R. RICHMOND & COMPANY, a corporation organized and existing under the laws of the State of Tennessee, whose address is 663 South Cooper, Memphis, TN (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 970, Section E, Greenbrook Subdivision in Section 19, Township 1, Range 7 , as per plat thereof recorded in Plat Book 9, Pages 44 and 45 in the office of the Chancery Clerk of DeSoto County, Mississippi.

which has the address of 6033 Barberry Place (Street) Southaven (City)
Mississippi 38671 (herein "Property Address");
(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated May 21, 1976 (herein "Note"), in the principal sum of THIRTY THREE THOUSAND TWO 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 June 1, 2006; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

CANCELLED BY AUTHORITY. RECORDED IN BOOK 708 PAGE 142
THIS 26 DAY OF May 19 94
W. E. Davis
Chancery Clerk
My: Woodard, D.C.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DESOTO **County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.**

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower

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hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Ronald G. Escue
RONALD G. ESCUE —Borrower

Doris R. Escue
DORIS R. ESCUE —Borrower

STATE OF MISSISSIPPI, DESOTO County ss:

On this 21st day of May, 19 76, personally appeared before me, the undersigned authority in and for said County and State, the within named Ronald G. Escue and wife, Doris R. Escue, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office.

My commission expires:
1-8-80

Deborah B. Ambro
Notary Public

NOTARY PUBLIC

RETURN TO:
W. F., R., & B., LTD.
P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38671

(Space Below This Line Reserved For Lender and Recorder)

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was
filed for record at 11 o'clock and

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
AM minutes A. D. 28 day of May 1976, and that the same has
been recorded in Book 200 Page 467 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 28 day of May 1976.

Fees $ 5.00 pd.

SEAL H. R. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 209 PAGE 430
THIS 18 DAY OF March 19 77
W. D. Ferguson
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned Americana 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 927, Section "E", Greenbrook Subdivision in Section 19, Township 1, Range 7 West, as per plat thereof recorded in Plat Book 9, Pages 44 and 45 in the office of the Chancery Clerk of DeSoto County, Mississippi.

This is the first lien on the above-described property except NONE

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the WORTMAN & MANN, INC.

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows: ($ 22,050.00) Twenty Two Thousand Fifty and no100----Dollars due 9 months from date.

bearing interest at the rate of 10 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.

472

V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer; or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 869 and amendments thereto of the Mississippi Code of 1942; and as to personal property shall be at such time, place and upon such notice as is required by law for the sheriff's sale of like property made under execution; and in case said land is situated in more than one county, the sale may be made in either county at the Trustee's discretion but shall be advertised in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee actually have such property on hand at the place of sale. Out of the proceeds of the sale, the Trustee shall pay all indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this trust.

VI. The Beneficiary or any holder of the indebtedness secured hereby may, at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all such powers in the execution of this trust as are vested in the Trustee herein named. Such appointment by the Beneficiary may be made by any officer thereof.

VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural, the singular.

IX. In case of foreclosure and sale of the property herein conveyed, the Beneficiary or any owner or holder of the notes secured hereby shall have the same right to purchase at said sale as if a stranger to this instrument.

Witness the signature of the Grantor, this the 25th day of May, 1976

STATE OF MISSISSIPPI,)

COUNTY OF _____)

AMERICANA HOMES INC.

BY: Russell McGoff
RUSSELL McGOFF

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 Russell McGoff who acknowledged that he is the of Americana 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 25th day of May, 1976.

1971

My Commission Expires:
1-8-80

Deborah B. Ambro
NOTARY PUBLIC

RETURN TO:
W., F. R[illegible] LTD.
SOUTHAVE[illegible]SSIPPI 38671

DEED

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A M. 28 day of May 1976, and that the same has been recorded in Book 200 Page 471 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 28 day of May 1976.

Fees$ 2.50 pd.

SEAL H. R. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 204 PAGE 266
THIS 28 DAY OF Sept. 1976
H. D. Mahon
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

ALBERT J. BALESTRINO and wife, JOSEPHINE G. BALESTRINO,

Party of the first part, hereinafter designated as the Grantor,

Travis Cohea, Trustee, of the second part, hereinafter designated as Trustee, and

COMMERCIAL & INDUSTRIAL BANK,

Party of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of

FIFTY-FIVE THOUSAND and NO/100 ---------- DOLLARS

($ 55,000.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate as provided in said promissory note

, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

The sum of $55,000.00, plus accrued interest, due and payable on demand, and if no demand is made, due on or before Six (6) Months from date.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto,

State of Mississippi, and more particularly described as follows, to-wit:

Lot 8, 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.

Copyright Mississippi Bankers Association

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the day of May, 19 76.

Albert J. Balestrino

Albert J. Balestrino

Josephine G. Balestrino

Josephine G. Balestrino

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Albert J. Balestrino and Josephine G. Balestrino, 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 day of May, 19 76.

My Commission Expires: My Commission Expires January 8, 1980

Deborah B. Ansbro
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. 28 day of May, 1976, and that the same has
been recorded in Book 200 Page 473 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 28 day of May, 1976.

Fees $ 5.00

D. G. Feigusond

476

27,697

J. D. Sullinger 5-1045

PREPARED BY:
SIDNEY M. KATZ, ATTY.
4041 KNIGHT ARNOLD RD.
MEMPHIS, TENNESSEE 38118

This instrument prepared by:

TRUST DEED RELEASE

Office of Chancery Clerk of Desoto' Cty., Miss.

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the ~~Register's Office of Shelby County, Ten-~~ certain real property was conveyed by the hereinafter named grantor, to James F. Houston as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed; and

WHEREAS, All of the notes described in and secured by said trust deed have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said trust deed; and

WHEREAS, Said trust deed are briefly described as follows, to-wit:

GRANTOR	Date of Instrument	Recorded	Description of Property
JIMMY D. SULLINGER JACKIE S. SULLINGER	11/20/63	Book 73 Page 393	6087 Baldwyn Cove Lot 1045 Southaven, Miss.

NOW, THEREFORE, in consideration of the premises the undersigned THE SAVINGS BANK OF UTICA as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claim— and convey— unto said grantor, 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, THE SAVINGS BANK OF UTICA, covenants with the said grantor that he the legal owner and holder of the notes described in and secured by said trust deed, and that he has the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said THE SAVINGS BANK OF UTICA has hereunto set its hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 23rd day of April 19 76

THE SAVINGS BANK OF UTICA
James Houston
Assistant Vice President

~~STATE OF TENNESSEE~~
~~COUNTY OF SHELBY~~

On this day of 19, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as free act and deed.

WITNESS my hand and Notarial Seal at office this day and year above written.

Notary Public

My commission expires day of 19

~~STATE OF TENNESSEE~~ STATE OF NEW YORK
COUNTY OF SHELBY COUNTY OF ONEIDA

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared James O. Musa with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Ass't. Vice President of the THE SAVINGS BANK OF UTICA the within named bargainor, a corporation, and that he as such Ass't. V. President being authorized so to do signed & delivered the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Ass't. V. President.

WITNESS my hand and seal at office in The Savings Bank of Utica this 23rd day of April 76

MARY A. BOLTON
Notary Public in the State of New York
Appointed in Oneida County
My Commission Expires Mar. 30, 19 78

Mary A. Bolton
Notary Public

My commission expires day of 19

* Do not write below this line - FOR REGISTERS USE ONLY *

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
20 minutes A. M., 28 day of May 1976, and that the same has been recorded in Book 200 Page 476 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 28 day of May 1976.

Fees$ 2.50 pd.

SEAL

H. H. Ferguson CLERK

ASSIGNMENT

STATE OF MISSISSIPPI

COUNTY OF DeSoto

WHEREAS, First Federal Savings and Loan Association of New York, 1274 Avenue of the Americas, New York, New York, has heretofore purchased and paid for the assignment from the undersigned Bankers Trust Savings and Loan Association of an undivided seventy-five (75%) percent interest in the promissory note and deed of trust hereinafter described, and

WHEREAS, the undersigned is the owner of the remaining undivided twenty-five (25%) percent interest in said note and deed of trust which it is desirous of selling and assigning to First Federal Savings and Loan Association of New York,

NOW THEREFORE, in consideration of the payment of the full par value of the remaining interest of the Undersigned in said note and deed of trust receipt of which is hereby acknowledged the Undersigned hereby assigns, transfers and conveys unto First Federal Savings and Loan Association of New York, 1274 Avenue of the Americas, New York, New York, all of the right, title and interest in and to a certain deed of trust dated March 22, 1974 and recorded in Land Deed of Trust Record Book 123 at page 154 on file in the office of the Chancery Clerk of De Soto County, Mississippi, and the promissory note executed on even date therewith which it secures, together with the indebtedness secured thereby and any and all other loan documents executed in connection therewith.

This assignment is intended to assign, transfer and convey of record a one hundred (100%) percent interest in the aforesaid promissory note and deed of trust.

In witness whereof the undersigned has executed this assignment on the 19th day of May, 1976.

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION

BY: W.S. Weems

Personally came and appeared before me, the undersigned authority in and for said county and state, W.S. Weems, of the within named Bankers Trust Savings and Loan Association, who acknowledged to me that for and on behalf of said corporation and as its act and deed, he signed and delivered the above and foregoing assignment on the day and year therein set out, and for the intent and purposes therein expressed, he being first duly authorized so to do by said corporation.

Sandra McBrayer
Notary Public

My Commission Expires:
January 15, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock no minutes A M. 28 day of May 1976, and that the same has been recorded in Book 200 Page 477 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 28 day of May 1976.

Fees 2.50 pd.

SEAL H. H. Ferguson CLERK

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ASSIGNMENT

STATE OF MISSISSIPPI

COUNTY OF DeSoto

WHEREAS, First Federal Savings and Loan Association of New York, 1274 Avenue of the Americas, New York, New York, has heretofore purchased and paid for the assignment from the undersigned Bankers Trust Savings and Loan Association of an undivided seventy-five (75%) percent interest in the promissory note and deed of trust hereinafter described, and

WHEREAS, the undersigned is the owner of the remaining undivided twenty-five (25%) percent interest in said note and deed of trust which it is desirous of selling and assigning to First Federal Savings and Loan Association of New York,

NOW THEREFORE, in consideration of the payment of the full par value of the remaining interest of the Undersigned in said note and deed of trust receipt of which is hereby acknowledged the Undersigned hereby assigns, transfers and conveys unto First Federal Savings and Loan Association of New York, 1274 Avenue of the Americas, New York, New York, all of the right, title and interest in and to a certain deed of trust dated February 28, 1974 and recorded in Land Deed of Trust Record Book 177 at page 615 on file in the office of the Chancery Clerk of DeSoto County, Mississippi, and the promissory note executed on even date therewith which it secures, together with the indebtedness secured thereby and any and all other loan documents executed in connection therewith.

This assignment is intended to assign, transfer and convey of record a one hundred (100%) percent interest in the aforesaid promissory note and deed of trust.

In witness whereof the undersigned has executed this assignment on the 18th day of May, 1976.

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION

BY: W.S. Weems

Personally came and appeared before me, the undersigned authority in and for said county and state, W S Weems, of the within named Bankers Trust Savings and Loan Association, who acknowledged to me that for and on behalf of said corporation and as its act and deed, he signed and delivered the above and foregoing assignment on the day and year therein set out, and for the intent and purposes therein expressed, he being first duly authorized so to do by said corporation.

Sandy McBrayer
Notary Public

My Commission Expires:
January 15, 1980

STATE OF MISSISSIPPI DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A.M. on the 28 day of May 1976, and that the same has been recorded in Book 200 at page 478 records of REAL ESTATE Trust Deed of said County.

Witness my hand and official seal this the 28 day of May 1976.

Fees $ 2.50

H. H. Ferguson, D.C.

ASSIGNMENT

STATE OF MISSISSIPPI

COUNTY OF DeSoto

WHEREAS, First Federal Savings and Loan Association of New York, 1274 Avenue of the Americas, New York, New York, has heretofore purchased and paid for the assignment from the undersigned Bankers Trust Savings and Loan Association of an undivided seventy-five (75%) percent interest in the promissory note and deed of trust hereinafter described, and

WHEREAS, the undersigned is the owner of the remaining undivided twenty-five (25%) percent interest in said note and deed of trust which it is desirous of selling and assigning to First Federal Savings and Loan Association of New York,

NOW THEREFORE, in consideration of the payment of the full par value of the remaining interest of the Undersigned in said note and deed of trust receipt of which is hereby acknowledged the Undersigned hereby assigns, transfers and conveys unto First Federal Savings and Loan Association of New York, 1274 Avenue of the Americas, New York, New York, all of the right, title and interest in and to a certain deed of trust dated February 25, 1974 and recorded in Land Deed of Trust Record Book 177 at page 537 on file in the office of the Chancery Clerk of DeSoto County, Mississippi, and the promissory note executed on even date therewith which it secures, together with the indebtedness secured thereby and any and all other loan documents executed in connection therewith.

This assignment is intended to assign, transfer and convey of record a one hundred (100%) percent interest in the aforesaid promissory note and deed of trust.

In witness whereof the undersigned has executed this assignment on the 18th day of May, 1976.

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION

BY: W.S. Wiams

Personally came and appeared before me, the undersigned authority in and for said county and state, W.S Wiams, of the within named Bankers Trust Savings and Loan Association, who acknowledged to me that for and on behalf of said corporation and as its act and deed, he signed and delivered the above and foregoing assignment on the day and year therein set out, and for the intent and purposes therein expressed, he being first duly authorized so to do by said corporation.

Sandy McBrayer
Notary Public

My Commission Expires:
January 15, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A M. 28 day of May 1976, and that the same has been recorded in Book 200 Page 479 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 28 day of May 1976.

Fees $ 2.50 cd. H. P. Ferguson CLERK

480

ASSIGNMENT

STATE OF MISSISSIPPI

COUNTY OF DeSoto

WHEREAS, First Federal Savings and Loan Association of New York, 1274 Avenue of the Americas, New York, New York, has heretofore purchased and paid for the assignment from the undersigned Bankers Trust Savings and Loan Association of an undivided seventy-five (75%) percent interest in the promissory note and deed of trust hereinafter described, and

WHEREAS, the undersigned is the owner of the remaining undivided twenty-five (25%) percent interest in said note and deed of trust which it is desirous of selling and assigning to First Federal Savings and Loan Association of New York,

NOW THEREFORE, in consideration of the payment of the full par value of the remaining interest of the Undersigned in said note and deed of trust receipt of which is hereby acknowledged the Undersigned hereby assigns, transfers and conveys unto First Federal Savings and Loan Association of New York, 1274 Avenue of the Americas, New York, New York, all of the right, title and interest in and to a certain deed of trust dated February 25, 1974 and recorded in Land Deed of Trust Record Book 191 at page 541 on file in the office of the Chancery Clerk of DeSoto County, Mississippi, and the promissory note executed on even date therewith which it secures, together with the indebtedness secured thereby and any and all other loan documents executed in connection therewith.

This assignment is intended to assign, transfer and convey of record a one hundred (100%) percent interest in the aforesaid promissory note and deed of trust.

In witness whereof the undersigned has executed this assignment on the 18th day of May, 1976.

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION

BY: W.S. Weems

Personally came and appeared before me, the undersigned authority in and for said county and state, W S Weems, of the within named Bankers Trust Savings and Loan Association, who acknowledged to me that for and on behalf of said corporation and as its act and deed, he signed and delivered the above and foregoing assignment on the day and year therein set out, and for the intent and purposes therein expressed, he being first duly authorized so to do by said corporation.

Sandy McBrayer
Notary Public

My Commission Expires:
January 15, 1980

STATE OF MISSISSIPPI DESOTO COUNTY

I certify that this instrument was filed for record at 11 o'clock
no minutes A.M. on the 28 day of May, 1976, and that the same has
been recorded in Book 200 Page 480 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 28 day of May, 1976.

Fees $ 2.50

H. H. Ferguson D.C.

ASSIGNMENT

STATE OF MISSISSIPPI

COUNTY OF DeSoto

WHEREAS, First Federal Savings and Loan Association of New York, 1274 Avenue of the Americas, New York, New York, has heretofore purchased and paid for the assignment from the undersigned Bankers Trust Savings and Loan Association of an undivided seventy-five (75%) percent interest in the promissory note and deed of trust hereinafter described, and

WHEREAS, the undersigned is the owner of the remaining undivided twenty-five (25%) percent interest in said note and deed of trust which it is desirous of selling and assigning to First Federal Savings and Loan Association of New York,

NOW THEREFORE, in consideration of the payment of the full par value of the remaining interest of the Undersigned in said note and deed of trust receipt of which is hereby acknowledged the Undersigned hereby assigns, transfers and conveys unto First Federal Savings and Loan Association of New York, 1274 Avenue of the Americas, New York, New York, all of the right, title and interest in and to a certain deed of trust dated January 30, 1974 and recorded in Land Deed of Trust Record Book 171 at page 11 on file in the office of the Chancery Clerk of DeSoto County, Mississippi, and the promissory note executed on even date therewith which it secures, together with the indebtedness secured thereby and any and all other loan documents executed in connection therewith.

This assignment is intended to assign, transfer and convey of record a one hundred (100%) percent interest in the aforesaid promissory note and deed of trust.

In witness whereof the undersigned has executed this assignment on the 18th day of May, 1976.

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION

BY: W.S. Weems

Personally came and appeared before me, the undersigned authority in and for said county and state, W.S. Weems, of the within named Bankers Trust Savings and Loan Association, who acknowledged to me that for and on behalf of said corporation and as its act and deed, he signed and delivered the above and foregoing assignment on the day and year therein set out, and for the intent and purposes therein expressed, he being first duly authorized so to do by said corporation.

Sandy McGregor
Notary Public

My Commission Expires:
January 15, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock no minutes A M. 28 day of May 1976, and that the same has been recorded in Book 200 Page 481 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 28 day of May 1976.

Fees $ 2.50 pd.

SEAL H. H. Terrell CLERK

482

PARTIAL RELEASE

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by those certain Deeds of Trust bearing date the 16th day of January, 1973 and the 10th day of October, 1974, made and executed by Bailey Mortgage Company to Forrest N. Jenkins and J. David Guthrie, trustees for Union Planters National Bank, Memphis, Tennessee, as beneficiary, which Deeds of Trust are recorded in Book 153, Page 85 and Book 180, Page 553, both in the office of the Chancery Clerk of DeSoto County, Mississippi, and the beneficiary by and through its duly authorized officer does hereby release from the lien of said instrument, the following described land lying and being situated in DeSoto County, Miss., to-wit:

Lots 720, 721 and 731, Section "D", Twin Lakes Subdivision, Section 6, Township 2, Range 8 as per plat thereof recorded in Plat Book 10, Pages 32 and 33 in the office of the Chancery Clerk of DeSoto County, Mississippi.

This is a partial release releasing only the above described property and all other respects said lien instruments shall remain in full force and effect.

The Chancery Clerk of DeSoto County, Mississippi is hereby authorized to make the appropriate marginal notation on the face of the lien instrument.

WITNESS THE SIGNATURE of the duly authorized officer of the corporation, this the 24th day of May, 1976.

ATTEST:

UNION PLANTERS NATIONAL BANK

BY:

STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named H. B. Goddard and John M. Killian, who acknowledged that as Vice President and Banking Officer, respectively, for and on behalf of and by authority of Union Planters National Bank of Memphis they signed 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 24th day of May, 1976.

NOTARY PUBLIC

My commission expires:

MY COMMISSION EXPIRES OCTOBER 1, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock no minutes A.M. 28 day of May 1976, and that the same has been recorded in Book 200 Page 482 records of REAL ESTATE Trust Deed of said County.
Witness my hand this the 28 day of May 1976.

Fees 2.50

CLERK

MISSISSIPPI -ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned, JAMES E. MCGEHEE & COMPANY, INC., a corporation of Memphis, Shelby County, Tennessee, hereby assigns and transfers and sets over unto GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, all its right, title and interest in and to that certain Deed of Trust made to said JAMES E. MCGEHEE & COMPANY, INC., by CURTLEY C. HAYES, JR. & WIFE, DEBRA ANN HAYES, dated the 30th day of April, 19 76, and recorded under Register No. Book 199 Page 583 in the Register's Office of DeSoto County, Mississippi, together with the note, debt, and claim secured by said Deed of Trust, in the sum of THIRTY FOUR THOUSAND, FIVE HUNDRED DOLLARS ($ 34,500.00) and all moneys due or to become due thereunder with the interest thereon.

SIGNED at Memphis, Tennessee, this 25th day of May, 19 76.

JAMES E. MCGEHEE & COMPANY, INC.

BY Harold V. Crase
Vice-President

ATTEST
Marge Jobe
Assistant Secretary

STATE OF TENNESSEE

COUNTY OF SHELBY

BEFORE ME, the undersigned, a Notary Public, within and for the said County and State, at Memphis, duly commissioned and qualified, personally appeared HAROLD V. CRASE and MARGE JOBE, with whom I am personally acquainted, and who upon oath acknowledged themselves to be, respectively the Vice President, and the Assistant Secretary of JAMES E. MCGEHEE & COMPANY, INC., the assignor, a corporation; and that they, as such Vice President and Assistant Secretary, being authorized so to do, executed and delivered the foregoing instrument for the purposes therein contained, by the said HAROLD V. CRASE subscribing thereto to the name of the corporation, by himself as such Vice President, and by the said MARGE JOBE attesting thereto, on the day and year therein mentioned.

WITNESS my hand and Notarial Seal at my office in said Shelby County at Memphis, Tennessee this 25th day of May, 19 76.

Jean Young
Notary Public

My Commission expires: June 5, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock no minutes A M. 28 day of May 1976, and that the same has been recorded in Book 200 Page 483 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 28 day of May 1976.
Fees 2.50 H. H. Ferguson CLERK

484

Lot 962 Greenbrook Subdivision

STATE OF MISSISSIPPI
COUNTY OF DESOTO

ORDER TO CLERK TO CANCEL
DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS: That Bankers Trust Savings & Loan the beneficiary, does hereby certify that a certain trust deed bearing date of the 26th day of March, 19 76, made and executed by Reeves-Williams, Inc. to Stuart Robinson, Trustee for the benefit of the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, Mississippi, in Book 198, Page 53, of the Records of Trust Deeds, on the 1 day of April, 19 76, is now fully paid and satisfied; and I/we, as beneficiary, do hereby authorize the Clerk of the Chancery Court of said County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

THIS the 25th day of May, 19 76.

By Walter E. Bullock
Receiver

ATTEST:

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 Walter E. Bullock and W. S. Weems, who acknowledged that as Receiver and Senior Vice President, respectively, for and on behalf of and by authority of Bankers Trust Savings & 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 25th day of May, 19 76.

Sandy McBrayer
Notary Public

My commission expires:
January 15, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
22 minutes A M 28 day of May 1976, and that the same has been recorded in Book 200 Page 484 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 28 day of May 1976.

Fees$ 2.50

SEAL H. H. Ferguson
Chancery Clerk

AUTHORITY TO CANCEL

TO: CHANCERY CLERK

Desota COUNTY

Hernando, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction and cancel of record that certain Deed of Trust executed by EDWARD J. ENGEL and wife, ALICE COLLEEN ENGEL

to Arthur Huggins, Trustee for SOUTHAVEN SAVINGS AND LOAN ASSOCIATION, Beneficiary, date July 5th, 19 65, and duly recorded in Book 83 at Page(s) 595 of your records.

WITNESS the signature of the corporation, this the 14th day of May, A.D., 19 76.

(SEAL)

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION

BY: Eldridge Boyd

Eldredge Boyd, Senior Vice President

ATTEST:

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 14th day of May, A.D., 19 76.

Melissa Shelton
NOTARY PUBLIC

My commission expires:
Nov 22, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
20 minutes A M. 28 day of May 1976, and that the same has
been recorded in Book 200 Page 485 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 28 day of May 1976.

SEAL H. H. Ferguson CLERK

Fees $ 2.50 pd.

486

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned does hereby transfer, sell, assign and deliver without recourse or warranty unto KIMBROUGH INVESTMENT COMPANY that certain Deed of Trust and Note executed by Franklin P. Tilghman & Edna B. Tilghman to KIMBROUGH INVESTMENT COMPANY, as Beneficiary, on the 26th day of April, 19 76, said Deed of Trust and Note having been previously assigned to the undersigned, encumbering certain real property in DeSoto County, Mississippi, which said Deed of Trust is recorded in Deed of Trust Book 199 at Page 139 in the Office of the Chancery Clerk of DeSoto County at Hernando, Mississippi, together with the indebtedness secured thereby.

WITNESS MY SIGNATURE this the 26th day of May, 1976.

DEPOSIT GUARANTY NATIONAL BANK

BY: John M. Hutchison
JOHN M. HUTCHISON
Assistant Vice President

CORPORATE ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named JOHN M. HUTCHISON who acknowledged that he is Assistant Vice President of DEPOSIT GUARANTY NATIONAL BANK OF JACKSON, MISSISSIPPI, a National Banking Association, and that for and on behalf of said bank and as its act and deed, signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, he having been first duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this the 26th day of May, 1976.

NOTARY PUBLIC

My Commission Expires:
My Commission Expires May 31, 1978

STATE OF MISSISSIPPI DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A.M. on the 28 day of May, 1976, and that the same has been recorded in Book 200 Page 486 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 28 day of May, 1976.

Fees $ 2.50

SEAL H. P. Tilghman CHANCERY CLERK

SUBSTITUTION OF TRUSTEE

WHEREAS, John P. Hazzard and wife, Leroma Hazzard, executed that certain Deed of Trust to Joel Walker, Jr., Trustee, for the use and benefit of Howard B. Broadway and/or Jeanene Broadway, dated October 23, 1970, and recorded in Real Estate Trust Deed Book 122, Page 113, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi; and

WHEREAS, said Deed of Trust provided for substitution of the Trustee by the beneficiary or any subsequent holder of the note; and

WHEREAS, it is the desire of Jeanene Broadway to substitute as Trustee in said Deed of Trust David A. Gustafson in place and stead of Joel Walker, Jr., the original Trustee;

NOW, THEREFORE, Jeanene Broadway, holder of said note and of the Deed of Trust securing same, does hereby appoint as substitute Trustee in said Deed of Trust David A. Gustafson, in place and stead of Joel Walker, Jr., the said David A. Gustafson, substitute trustee, to have full power as Trustee in said Deed of Trust together with all rights and privileges thereunto belonging.

WITNESS THE SIGNATURE of the undersigned on this the 25 day of May, 1976.

Jeanene Broadway

STATE OF TENNESSEE
COUNTY OF Blount

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named, Jeanene Broadway, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal of office this the 25 day of May, 1976.

Notary Public

My Commission Expires:
10-23-78

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock P. M. 28 minutes P. M. 28 day of May, 1976, and that the same has been recorded in Book 200 Page 487 of the records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 31 day of May, 1976.

H. P. Ferguson CLERK

30

2.50

488

Paid, Satisfied and Cancelled
This 4 day of Dec. 19 86
James L. Herbert
Annette C. Herbert
Attest
W. D. Jefferson DS.
Chancery Clerk

Deed of Trust

THOMAS LYNN SAMPLES,
Grantor

To { DEED OF TRUST

W.E. WILROY, TRUSTEE FOR
JAMES L. HERBERT, ET UX,

Beneficiaries

THIS INDENTURE, Made this 27th day of May 19 76
between Thomas Lynn Samples, party
of the first part,
and James L. Herbert and wife, Annette C. Herbert of the second part,

WITNESSETH, That whereas, said part Y of the first part, being indebted to the said part ies of the second part in the sum of Seven thousand dollars ($7,000.00) evidenced by his one promissory note of like amount and even date herewith, bearing interest at the rate of 7% per annum after maturity, repayable in 119 monthly installments of $81.28 each and 1 final installment of $80.57, the first installment to become due and payable on or before July 1, 1976, and one installment payable on or before the same date of each consecutive succeeding month thereafter until the whole of said indebtedness is paid. Installments include principal and interest.

and any further amount that the party of the second part may furnish the party of the first part during the year 19 not to exceed
and the part Y of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part Y of the first part paid by W.E. Wilroy Trustee, the part Y of the first part ha S this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that now shall be on hand, and all the crops of every kind to be grown by and family or any hands working with or under either as landlord or tenant or otherwise, during the year 19 on the land that may cultivate or cause to be cultivated as landlord or tenant and all farming implements of every kind and

BEGINNING at a point in west line Section 10, Township 3 South, Range 7 West, said point being 2017.50 feet south of northwest corner said section; thence south 89° 25' 03" east 792.61 feet to a point in the center of a drainage ditch; thence south 40° 36' 24" east 322.24 feet along said drainage ditch to a point in south line of the Herbert tract; thence north 89° 25' 03" west along south line said Herbert tract 1003.37 feet to a point in west line said section; thence north 00° 14' 26" east 242.5 feet along said west section line to the point of beginning and containing 5.0 acres, more or less. All bearings are true north.

If default be made in the payment of any installment under the note, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of the note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

It is further agreed that any taxes paid on said property by parties of the second part are fully covered by this trust deed.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part Y of the first part promptly pay the above stated indebtedness on or before the as aforesaid then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part Y of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part ies of the second part their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness my signature the date written above.
Witness

Thomas Lynn Samples

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me the undersigned authority of said County, the within named Thomas Lynn Samples 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 28th day of May 19 76

MY COMMISSION EXPIRES:
8-11-76
(SEAL)

By Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Before me of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposeth and saith that he saw the above named whose name subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness

STATE OF
I certi
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488 May
31 May 1976
2.50

COUNTY
instrument was filed for record at 3 o'clock
1976, and that the same has
REAL ESTATE Trust Deed
1976.
W. D. Jefferson

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 George Johnson & wf Rebecca Johnson to JIM WALTER HOMES, INC., which deed of trust is recorded in Book Number 198 at Page 343 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 21st day of May, 19 76.

JIM WALTER HOMES, INC.

By: J. H. Kelly
PRESIDENT

J. H. Kelly, Assn'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 Assn't. Vice President and ----- Secretary, respectively, of JIM WALTER HOMES, INC., a corporation, and that for and on behalf of said corporation and as its act and deed, they signed 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 21st day of May, 19 76.

Nadine P. Collins
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My commission expires:

JW 281 - Rev. 1-75

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 10 minutes P. M. 28 May, 1976, and that the same has been recorded in Book 200 Page 489 of the records of REAL ESTATE Trust Deed of said County.

Witness my hand and official seal this the 31 day of May, 1976.

H. H. Ferguson CLERK

2.50

490

FOR REAL ESTATE, CHATTEL OR BOTH

Otis Mangrum, et ux

To { DEED OF TRUST

Lillie B. Rowe

THIS INDENTURE, Made this 27th day of May 1976

between Otis Mangrum and wife, Ethel Mangrum

of the first part,

and Lillie B. Rowe

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 Two Thousand Two Hundred Dollars ($2,200.00) evidenced by a promissory note of even date, bearing 8-1/2% interest from date, due and repayable in 74 equal amortized monthly installments of $38.64 each, first of said installments shall be due 6/15/76 and one installment due each succeeding month thereafter until paid in full with each installment to be applied first toward accrued interest and the balance to the reduction of principal

~~and it is further agreed that the party of the second part may furnish the party of the first part during the year 19____ not to exceed_____ and the party of the first part having agreed to secure the prompt payment of the same when due. Therefore,~~ in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by George S. McIngvale Trustee, the 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 his are on said land, and all the crops of every kind to be grown by_____ and hereby secure; hands working with exception_____ either as landlord or tenant or otherwise, during the year 19____ on the land that_____ any cultivation of cause to be cultivated, as landlord or tenant and all_____ farming implements of every kind and~~

Part of Lot 2891, Hilvale Subdivision in Section 13, Township 3, Range 8 described as follows: At the southeast corner of Lot 3891 of Hilvale Subdivision, as shown on recorded plat of said subdivision in Plat Book 1, Page 3; thence north on the east line of said Lot 2891, 198.2 feet to an iron pin; thence north 89 degrees 50 minutes west 100 feet to an iron pin; thence south 00 degrees 10 minutes west 56.6 feet to the center line of a ditch; thence with the center line of said ditch southeasterly 36.5 feet to a point; thence continuing along the center line of said ditch southeasterly 140 feet to the point of beginning.

A failure to pay said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of said note. Makers of said note shall have the right to pay all or any part of the said indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt_____ he may then forthwith take possession of said property and sell the same as herein below directed. Should the parties of the first part promptly pay the above stated indebtedness on or before the maturity date thereof_____ 19____ then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the parties of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part, her assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signatures & the date written above.

Witness

Otis Mangrum

Ethel Mangrum

STATE OF MISSISSIPPI, DeSOTO COUNTY

Personally appeared before me the undersigned authority of said County, the within named Otis Mangrum and wife, Ethel Mangrum

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 27th day of May A.D. 76

(SEAL)

My Commission Expires: 3-27-78

Rebecca Kelly Clerk

By Notary Public D.C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Before me_____ of said County, this day personally appeared the above named_____ one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposeth and saith that he saw the above named_____ whose name_____ subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness thereto in the presence of the said_____, and that he saw the other subscribing witness_____ sign the same in the presence of the said_____

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that this instrument was filed for record at 2 o'clock

____ minute P. M. May 28, 1976, and that the same has been recorded in Book ____ of REAL ESTATE Deed

____ Page ____. Witness my hand this 31 day of May 1976.

H. P. Thigpen

20 0. 28 200 490

2.50

491

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Edward L. Whitten, Sr., partner of Edward L. WHitten, Sr. and Robert L. Shemwell, Jr. the beneficiary, does hereby certify that a certain trust deed bearing date the 23rd day of August 1972 made and executed by Frank Smith of Hernando, Miss. to Robert L. Shemwell, Jr. and Edward L. Whitten, Sr. the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, Mississippi County, in the State of Mississippi in Real Estate Trust Deed Record No. 147 on page 499 of the Record of Trust Deeds, on the 12th day of September, A. D. 19 72, is now fully paid and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

Edward L. Whitten, Sr.

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority ~~Notary Public~~ Justice of the peace in and for County and State aforesaid, Edward L. Whitten, Sr. who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 19th day of April A. D. 1976

[illegible] EXPIRES 1980

LAWRENCE-GREENWOOD 57644

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock [illegible] 1976, and that the same has been recorded in Book No. 28 Page 491 of the records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this 1st day of June 1976.

H. H. Sugg, Circuit Clerk

Fees 2.50

50
200

492

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County, } ss.

KNOW ALL MEN BY THESE PRESENTS: That Independent Presbyterian Church

of Memphis, Tennessee the beneficiary, does hereby certify that a certain trust deed

bearing date the 15th day of May 1972, made and executed by Edsel Pearl

of Memphis, Tennessee to

the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto

County, in the State of Mississippi in Real Estate Trust Deed Record No. 142 on page 521

of the Record of Trust Deeds, on the 19th day of May 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.

INDEPENDENT PRESBYTERIAN CHURCH
OF MEMPHIS, TENNESSEE
by J. J. Graham
Secretary, BOARD OF DIRECTORS

STATE OF ~~MISSISSIPPI~~ Tennessee, } ss.
~~DeSoto~~ County.
Shelby

Personally came and appeared before me, the undersigned authority a notary public
in and for County and State aforesaid, J. J. Graham an officer of Independent ~~Presbyterian~~ Presby. Church who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 26 day of May A. D. 19 76

Phyllis Howell
Notary Public

LAWRENCE-GREENWOOD 01844

35 R. 31
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June

CANCELLED BY AUTHORITY RECORDED IN BOOK 493
203 PAGE 156
THIS 16 DAY OF August 1976
W. D. Swanson
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned NORTHWEST BUILDERS, INC.

hereinafter designated "Grantor," conveys and warrants to C. B. Henley as Trustee, the following described property, located in DeSoto County, Mississippi, to-wit:

Lot 619, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

This is the first lien on the above-described property except

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the BAILEY MORTGAGE COMPANY its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

$11,750.00 Eleven Thousand Seven Hundred Fifty & no/100 Dollars due On or before Six (6) months from date with interest due and payable monthly until all principal and interest are paid in full.

bearing interest at the rate as provided in Promissory Note of even date percent per annum from date together with attorney's fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or Grantors herein, or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or guarantor.

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

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V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer; or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 888 and amendments thereto of the Mississippi Code of 1942; and as to personal property shall be at such time, place and upon such notice as is required by law for the sheriff's sale of like property made under execution; and in case said land is situated in more than one county, the sale may be made in either county at the Trustee's discretion but shall be advertised in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee actually have such property on hand at the place of sale. Out of the proceeds of the sale, the Trustee shall pay all indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this trust.

VI. The Beneficiary or any holder of the indebtedness secured hereby may, at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all such powers in the execution of this trust as are vested in the Trustee herein named. Such appointment by the Beneficiary may be made by any officer thereof.

VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural, the singular.

IX. In case of foreclosure and sale of the property herein conveyed, the Beneficiary or any owner or holder of the notes secured hereby shall have the same right to purchase at said sale as if a stranger to this instrument.

Witness the signature of the Grantor , this 26th day of May 19 76

ATTEST:

Bob Gray, Vice President

NORTHWEST BUILDERS, INC.

Bobby S. Jones, President

STATE OF MISSISSIPPI)

COUNTY OF DESOTO)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Bobby S. Jones and Bob Gray, President and Vice President, respectively, for and on behalf of and by authority of Northwest Builders, Inc. who acknowledged that they signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and official seal, this 26th day of May 19 76

Notary Public

My Commission Expires Feb. 19, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that this instrument was filed for record at 10 o'clock A. M. 30 minutes 1 day of June 1976, and that the same has been recorded in Book 200 Page 493 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal of office this the 1 day of June 1976.

Fees 3.00

SEAL H. H. Ferguson CLERK

CANCELLED BY AUTHORITY, RECORDED IN BOOK 121 PAGE 114
THIS 5th DAY OF May, 2003
W. E. Davis
CHANCERY CLERK
by P. Starkey

Assignment of this Instrument Recorded in Real Estate T D Book No. 202 Page 206
This the 16 day of July 19 76
B. J. Ferguson Clerk

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DEED OF TRUST

THIS DEED OF TRUST is made this 28th day of May, 19 76, among the Grantor, Don L. Redd and wife, Virginia L. Redd (herein "Borrower"), John Land McDavid (herein "Trustee"), and the Beneficiary, BAILEY MORTGAGE COMPANY, a corporation organized and existing under the laws of the State of Mississippi, whose address is 161 East Amite Street, Jackson, Mississippi (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto, State of Mississippi:

Lot 422, Section E, Carriage Hills Subdivision, in Section 23, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 4, Pages 17 and 18, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Including all built-in appliances.

The funds derived from the indebtedness secured by this deed of trust have been entirely used to pay the seller all or a part of the purchase price of the property described above.

which has the address of 6170 Barclay Cove, 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 May 28, 1976 (herein "Note"), in the principal sum of Thirty-Six Thousand Five Hundred Fifty and no/100---------- Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2006; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DeSoto **County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.**

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expresed 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.

Don L. Redd
Don L. Redd —Borrower

Virginia L. Redd
Virginia L. Redd —Borrower

STATE OF MISSISSIPPI, DeSoto County ss:

On this 28th day of May, 1976, personally appeared before me, the undersigned authority in and for said County and State, the within named Don L. Redd and wife, Virginia L. Redd, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office.

My commission expires:
Feb. 19, 1980

Debbie M. Braswell
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock A. M. this the 30 day of June 1976, and that the same has been recorded in Book 200 page 495 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal of office this the 1 day of June 1976.

Fees $ 5.00

H. P. Ferguson CHANCERY CLERK

Deputy Clerk

5.00 MD

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That the Bank of Mississippi of Olive Branch, Mississippi, the beneficiary, does hereby certify that a certain trust deed bearing date the 23rd day of July 1974, made and executed by Edward L. Woodward and wife, Ramelle S. Woodward 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. 178 on page 353 of the Record of Trust Deeds, on the 12th day of August, A. D. 19 74, is now fully paid and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

This the 26th day of May, 1976.

BANK OF MISSISSIPPI

By: Peggy Mitchell

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority a notary public in and for County and State aforesaid, Peggy Mitchell who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned after being duly authorized for and on behalf of said bank so to do.

Given under my hand and seal of office this 26th day of May A. D. 19 76

NOTARY PUBLIC

My Commission Expires Feb. 3, 1979

Betty L Hallowell

Notary Public

LAWYERS-GREENWOOD 67844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock A. M. 1 minutes, on the 1 day of June 1976, and that the same has been recorded in Book 200 Page 499 of the records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal of office this 1 day of June 1976.

H. P. Ferguson CLERK

FEES 2.50

30

500

Lot 1201, Section F, Greenbrook S/D

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by Reeves-Williams, Inc. to Rowan H. Taylor, Trustee, Wortman & Mann, Inc. and recorded in Book 194 at Pages 497 of the Records of Deeds or Deeds of Trust in your office.

Witness my signature, this the 5th day of May, 19 76.

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 5th day of May, 1976.

Barbara B Hubbard
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Jan. 27, 1980

30 A. 1 200 500 June 10

250 1 June 1976

501

ck
NCJ

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 Sept. 19 71, made and executed by W. I. LaRue

of Hernando, Miss. 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 133 on page 242

of the Record of Trust Deeds, on the 21 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 May, 19 76.

THE HERNANDO BANK

by: A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Elois M. Barbee, Notary Public

in and for County and State aforesaid A. S. Ballard, Jr. President who acknowledged that he signed and

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed

of said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 26th day of May A. D. 19 76

My Commission Expires Jan. 7, 1978

Elois M. Barbee

LAWRENCE-GREENWOOD 57844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock

30 A. M. 1 day of June 1976, and that the same has

been recorded in Book 200 Page 501 Records of REAL ESTATE Trust Deed

of said County.

Witness my hand and seal of office, this 1 day of June 1976.

2.50

H. H. Ferguson D.C.

502

eh
11/Ca

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 13 day of Jan. 19 72, made and executed by W. I. LaRue

of Hernando, Miss. 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 137 on page 326 of the Record of Trust Deeds, on the 14 day of Jan., A. D. 19 72, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law. This the 28th day of May, 1976.

THE HERNANDO BANK

by: A. S. Ballard, Jr. ,President

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Elois M. Barbee, Notary Public in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 28th day of May, A. D. 1976

My Commission Expires Jan. 7, 1978

Elois M. Barbee

LAWRENCE-GATEWOOD 57644

STATE OF MISSISSIPPI
COUNTY
Instrument was filed for record at 10 o'clock
1976, and was duly recorded
REAL ESTATE

30 A. 1 200 502 June 10

2.50 1

June 1976.

CANCELLED BY AUTHORITY RECORDED IN BOOK 232 PAGE 350
THIS 19 DAY OF Oct 1978
H. L. Ferguson
CHANCERY CLERK

503

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1964)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

JAMES DARRELL CLEVELAND WHITTAKER and wife,
LOUISE H. WHITTAKER

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 FIVE HUNDRED THIRTEEN THOUSAND AND no/100---- DOLLARS

($ 12,513.00) evidenced by a promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of Ten per centum per annum after Maturity, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

The sum of $12,513.00, which includes principal and interest, due and payable in 60 equal monthly installments of $208.55 each, beginning June 25, 1976, and due the 25th 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 726, Section C, Southaven Subdivision in Section 23, Township 1 South, Range 8 West, as shown on the revised plat of said subdivision which is recorded in Plat Book 2, Pages 19, 20, 21 and 22 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 24th day of May 19 76

James Darrell Cleveland Whittaker
JAMES DARRELL CLEVELAND WHITTAKER

Louise H. Whittaker
LOUISE H. WHITTAKER

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 DArrell Cleveland Whittaker and wife, Louise H. Whittaker who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 24th day of MAY 19 76

My Commission Expires: 1-8-80

Deborah B. Crebs
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
and that the same has
been recorded in
REAL ESTATE Trust Deed
1976.

30 A. 1 200 503 June 1

5.00

June
H. G. Ferguson

506

CANCELLED BY AUTHORITY RECORDED IN BOOK
264 PAGE 145
THIS 26 DAY OF Sept. 1980
H. B. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1964)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between
EARNEST L. GRAHAM AND WIFE, LILLIE W. GRAHAM

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

FIFTY EIGHT THOUSAND FIVE HUNDRED AND NO/100---------- DOLLARS

($ 58,500.00) evidenced by a promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of Ten per centum per annum after maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

The sum of Fifty Eight Thousand Five Hundred and no/100 Dollars ($58,500.00) which includes principal and interest, due and payable in 60 equal monthly installments of $975.00 each, beginning June 25, 1976, and due the 25th 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 671, Section "F", Carriage Hills Subdivision, in Section 24, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 6, Pages 3 and 4 in the office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

Copyright Mississippi Bankers Association

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 24th day of May 19 76

Earnest L. Graham
Earnest L. Graham

Lillie W. Graham
Lillie W. Graham

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 Earnest L. Graham and wife, Lillie W. Graham who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 24th day of May 19 76

My Commission Expires: 1-8-80

Deborah B. Arnold
Notary Public

STATE OF MISSISSIPPI, COUNTY

I certify that this instrument was filed for record at 10 o'clock

30 A. 1 200 506 June

1 June

FEE $5.00

H. G. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK 242 PAGE 667
THIS 21 DAY OF May 1979
H. D. Ferguson
CHANCERY CLERK

509

FOR REAL ESTATE, CHATTEL OR BOTH

DEED OF TRUST

Charles Andy Daugherty and wife, Janelle Claire Michael Daugherty

Richard L. Woodward and wife, Patricia A. Woodward

THIS INDENTURE, Made this 24th day of May 19 76 between Charles Andy Daugherty and wife, Janelle Claire Michael Daugherty, Party of the first part, and Richard L. Woodward and wife, Patricia A. Woodward, Party of the second part,

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of Three Thousand Five Hundred Thirty-nine and 55/100 Dollars ($3,539.55), with interest at the rate of 8½% per annum, due and payable on or before eighteen (18) months from date.

and any further amount that the party of the second part may furnish the party of the first part [illegible] having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by David A. Gustafson Trustee, the party of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, [illegible]

The East Half of the West Half of the Southeast Quarter of Section 26, Township 2 South, Range 7 West, containing 40 acres of land and being the East Half of the 80 acres of land conveyed to James E. Wilkinson and wife, Bobbie J. Wilkinson, by Sandy Betts by Warranty Deed recorded in Deed Book 69, Page 571, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This Deed of Trust is third and subordinate to those certain Deeds of Trust of record in Book 200, Page 209, and Book 200, Page 212, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before [illegible] maturity [illegible] then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part 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.

Charles Andy Daugherty

Janelle Claire Michael Daugherty

STATE OF MISSISSIPPI, DeSOTO COUNTY

Personally appeared before me a notary public of said County, the within named Charles Andy Daugherty and wife, Janelle Claire Michael Daugherty,

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 24th day of May 19 76

My Commission expires (SEAL)
June 21/1979

Betty M McIntosh
By Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY

Before me [illegible] of said County, this day personally appeared the above named [illegible] one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposeth and saith that he saw the above named [illegible] whose name [illegible] subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness thereto in the presence of the said [illegible] and that he saw the other subscribing witness

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock P. M. on the 1 day of June 1976, and that the same has been recorded in Book 200 Page 509 Real Estate Trust Deed of said County.

Witness my signature and seal of office this 1 day of June 1976.

H. D. Ferguson, Chancery Clerk

30

2.50

510

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 18 day of July 19 74, made and executed by Darrell L. Johnson, Sr.

and Carolyn M. Johnson of 1367 N. Faronia,Mphs.,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. 177 on page 526

of the Record of Trust Deeds, on the 19 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. This the 25th day of May, 19 76.

THE HERNANDO BANK

by: A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Eloia M. Barbee, Notary Public

in and for County and State aforesaid A. S. Ballard, Jr., President who acknowledged that he signed and

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 25th day of May A. D. 19 76

My Commission Expires Jan. 7, 1978

Eloia M. Barbee

LAWRENCE-GREENWOOD 97844

STATE OF MISSISSIPPI, COUNTY
I hereby certify that the within instrument was filed for record at 10 o'clock
of June 1976, and that the same has
been duly recorded in Book of REAL ESTATE Trust Deed
Witness my hand and seal of office this 1 day of June 1976.

30 A. 1 200 510

2.50

CANCELLED BY AUTHORITY. RECORDED IN BOOK 511
493 PAGE 487
THIS 12 DAY OF Dec 19 89
W. E. Davis
Chancery Clerk by BC, DC

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between
James M. Stanford and wife, Shirley L. Stanford

of the first part, hereinafter designated as the Grantor,

Ronald L. Taylor Trustee, of the second part, hereinafter designated as Trustee, and
Hermie H. Adams, Sr., and wife, Evelyn K. Adams

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
Ten Thousand and No/100---------- DOLLARS
($ 10,000.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 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:

240 monthly installments of $86.79 each on the 1st day of each and every month commencing June 1, 1976.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

State of Mississippi, and more particularly described as follows, to-wit:

Lot 921, Section C of Southaven Subdivision, in Section 23, Township 1 South, Range 8 West, as per revised plat thereof recorded in Plat Book 2, Pages 19, 20, 21 and 22, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

Assignment of this Instrument Recorded in
Real estate T/D Book
No. 479 Page 685
This the 4 day of Aug 19 89
W. E. Davis Clerk
by BC

This Deed of Trust is secondary, junior and inferior to that certain Deed of Trust executed by the Grantors herein to Allied Investment Company, Beneficiary, James R. Houston, Trustee, dated March 17, 1965, filed for record March 23, 1965 at 9:00 A. M., and recorded in Real Estate Trust Deed Book 81 at Page 533, in the Office of the Chancery Clerk of DeSoto County, Mississippi, said Deed of Trust being assigned to United States Savings Bank of Newark, N. J., filed for record on April 7, 1965 at 8:45 A. M., in Book 82 at Page 161, 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 be and become at once due and payable in the event of the transfer or sale by the Grantor of the property or land covered hereby.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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 19 76

James M. Stanford
James M. Stanford

Shirley L. Stanford
Shirley L. Stanford

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named James M. Stanford and wife, Shirley L. Stanford who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 11th day of May 19 76

My Commission Expires: April 28, 1978.

Rose B. Lofton
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 1 day of June 1976, and that the same has been recorded in Book 200 Page 511 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal of office this 1 day of June 1976.

H. H. Ferguson, Jr.

5.00

514

Assignment of this Instrument Recorded in
Real Estate 70 Book
No. 251 Page 715
This the 8 day of Nov 1979
H D. Ferguson

DEED OF TRUST

STATE OF MISSISSIPPI
FHA FORM NO. 2128 M
Revised February 1973

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 May, 1976, by and between

JAMES R. RAINEY and wife, DEBRA G. RAINEY

, hereinafter called the Grantor;
John Land McDavid, hereinafter called the Trustee, and

BAILEY MORTGAGE COMPANY, a corporation organized and existing under the laws of the State of Mississippi, having its principal office and post-office address at 161 East Amite Street, Jackson, Mississippi, hereinafter called the Beneficiary:

CANCELLED BY AUTHORITY RECORDED IN BOOK 1128 PAGE 125 THIS 12 DAY OF July 1991
W. E. Davis Jr. CHANCERY CLERK
by B Cleveland DC

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar ($1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described real estate, together with all buildings and improvements thereon (or that may hereafter be erected thereon), and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all plumbing, heating, and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises, situated in the County of DeSoto, State of Mississippi, to wit:

Lot 2832, Section N, in Southaven West Subdivision in Section 26, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 5, Pages 8 and 9, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Together with all drapes and built-in appliances and all carpeting located on improvements situated on the above described property, and it is the intention of the parties that these items are deemed part of the realty.

The funds derived from the indebtedness secured by this Deed of Trust have been entirely used to pay the seller all or a part of the purchase price of the property described above.

TO HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to

BAILEY MORTGAGE COMPANY 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-Three Thousand Seven Hundred and no/100----------Dollars ($23,700.00), 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 East Amite Street in Jackson, Mississippi

or at such other place as the holder may designate, in writing, in monthly installments of One Hundred Eighty-Two and 25/100----------Dollars ($182.25), commencing on the first day of July, 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 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. That he will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary on the first day of each month until the note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (½) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

ASSIGNMENT OF THIS INSTRUMENT RECORDED IN
Bailey Mtg Co-
Real Estate T/D BOOK
NO. 749 PAGE 337
THIS THE 28th DAY OF Jan 1995
W. E. Davis CHANCERY CLERK
by Stanley D.C.

First Comm Mtg Co
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN
Real Estate T/D BOOK
NO. 851 PAGE 219
THIS THE 24 DAY OF Aug, 19 96
W. E. Davis CHANCERY CLERK
by B Cleveland DC

(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

5d 6

in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee, next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note, or the duly authorized Attorney-in-Fact of either, is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

James R. Rainey

Debra G. Rainey

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 James R. Rainey and Debra G. Rainey, 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 May, 1976.

Bobbie M Braswell
Notary Public

My Commission expires:
February 19, 1980

STATE OF MISSISSIPPI
COUNTY OF DeSoto } ss:

I, H. P. Ferguson, Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at 10:30 o'clock A. M., on the 1st day of June 19 76 and was recorded in Vol. , Record of Deeds, pages , on the 19

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 1 day of June 1976, and that the same has
been recorded in Book 200 Page 514. records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 1 day of June 1976.

Fees $ 5.00

SEAL H. P. Ferguson CLERK

GPO 943-297

USDA-FmHA
Form FmHA 427-1 MS
(Rev. 1-7-76)

Position 5

CORRECTION
REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS DEED OF TRUST is made and entered into by and between William C. Norman and Janet B. Norman, his wife residing in DeSoto County Mississippi, whose post office address is Route #2, Box 221, Walls, Mississippi 38680, grantor(s), herein called "Borrower," and Aaron R. Goolsby as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, beneficiary, herein called the "Government," and:

WHEREAS, Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
April 16, 1976	$22,890.00	8.500	April 16, 2009 J.B.N. W.C.N.

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

NOW, THEREFORE, in consideration of the loan(s), Borrower does hereby grant, bargain, sell, convey, and assign unto trustee with general warranty the following-described property situated in the State of Mississippi, County(ies) of DeSoto:

Lot 634, Section D, Twin Lakes Subdivision, in Section 6, Township 2 South, Range 8 West, as shown of record in Plat Book 10, Pages 32 and 33, in the office of the Chancery Clerk of DeSoto County, Mississippi.

FmHA 427-1 MS (Rev. 1-7-76)

RECORDED
RECORDS OF RURAL DEVELOPMENT
BY Community Development
PURSUANT TO AUTHORITY CONTAINED IN 31 F.R. 14 103
ATTEST
CHANCERY CLERK

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1. General and special taxes for the current year and subsequent years.
2. Restrictive covenants for Section "D", Twin Lakes Subdivision, as shown on Plat thereof recorded in Plat Book 10, Pages 32 and 33, in the office of the Chancery Clerk of DeSoto County, Mississippi.
3. Rights of parties in possession, deficiency in quantity of land, boundary line disputes, roadways, unrecorded servitudes or easements, any matters not of record which would be disclosed by an accurate survey and inspection of the property, and easements or other uses of subject property not visible from the surface.
4. Subdivision and zoning regulations in effect in DeSoto County, Mississippi.
5. Rights of ways and easements for public roads and public utilities.

By way of explanation, this Correction Real Estate Deed of Trust for Mississippi is being re-recorded to correct an error on the Due Date of Final Installment previously recorded on April 21, 1976 in Book 198 at Page 636 at 10:00 AM, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for himself, his heirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determined.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.

(17) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(18) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.

(19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.

(20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

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(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) Borrower 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 16th day of April, 19 76.

William C. Norman
William C. Norman

Janet B. Norman
Janet B. Norman

STATE OF MISSISSIPPI
COUNTY OF DeSoto
ss: ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within-named William C. Norman and Janet B. Norman, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 16th day of April, 19 76.

E. B. LOFTIS (SEAL) NOTARY PUBLIC

My Commission Expires: My Commission Expires April 18, 1978

Rene B. Loftis (Signature)
NOTARY PUBLIC (Title)

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. on the 1 day of June 1976, and that the same has
been recorded in Book 200 Page 517 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 1 day of June 1976.

Fees $ 5.00

SEAL H. H. Ferguson CLERK

CANCELLED BY AUTHORITY, RECORDED IN BOOK
1209 PAGE 204
THIS 2 DAY OF May, 2000
WE Davis by TC
CHANCERY CLERK

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Mississippi Bankers Association
Form No. 1
(Revised Dec. 1956)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

F. J. Dean, Sr. and wife Eloise Dean

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

Eight Thousand Eight Hundred Seven & 40/100 DOLLARS

($ 8,807.40) 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: F. J. Dean, Sr. and wife Eloise Dean have agreed to secure payment of the note of their son, Simon Dean to the Bank in the amount of $8,807.40, being due and payable in Thirty-six (36) monthly installments of $244.65 each, with the first of said installments being due on July 10, 1976, and one of said installments due each consecutive month until 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

Two (2) acres in the Southeast Quarter of Section 9, Township 3, Range 9, DeSoto County, Miss.

State of Mississippi, and more particularly described as follows, to-wit:

Two (2) acres in the Southeast Quarter of Section 9, Township 3, Range 9, described as beginning at a point in the North line of Mississippi Highway 304 a distance of 1,190.7 feet west of the center line of Mississippi Highway 301; thence north 420 feet to a point; thence east 210 feet to a point; thence South 420 feet to a point in the north line of highway; thence west 210 feet to the point of beginning, containing 2 acres, more or less.

Copyright Mississippi Bankers Association

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 25th day of May 19 76

F. J. Dean Sr.
F. J. Dean, Sr.

Eloise Dean
Eloise Dean

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

F. J. Dean, Sr. and wife Eloise Dean who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 25th day of May 19 76

My Commission Expires Jan. 7, 1978

My Commission Expires: .....

Elaine M. Barber
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock

30 A. M. 1 day of June 1976, and that the same has been recorded in Book 200 Page 521 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 1 day of June 1976.

H. H. Jernigan CLERK

Fees 5.00

524

CANCELLED BY AUTHORITY RECORDED IN BOOK 201 PAGE 675 THIS 6 DAY OF June 1977 D. D. Ferguson Chancery Clerk

DEED OF TRUST

Arthur W. Anderson & wife Mary Jeanette Anderson TO BANK OF MISSISSIPPI

For consideration of $10, in hand paid we convey and warrant to Paul M. Moore trustee, the following described property in Desoto County, State of Mississippi, to wit:

113.393 acres situated in Section 21, Township 1 South, Range 6 West, DeSoto County, Mississippi and being more particularly described as BEGINNING at the Northeast Corner of the Southeast Quarter of Section 21, Township 1 South, Range 6 West, in DeSoto County, Mississippi, and point being 6 feet East of the physical center line of Germantown Road; thence South 1°52' 00" West along the East line of said Section 422.31 feet to a point, said point being 2 feet East of the physical center line of Germantown Road; thence North 88° 29' 55.9" West along the South line of a 12.166 acre tract as recorded in Deed Book 77, Page 397 40 feet to a point in the West line of Germantown Road being the extreme Northeast Corner of said tract and being the point of beginning; thence South 1° 52' 00" West along the West line of Germantown Road 894.11 feet to a point; thence North 88° 03' 45" West 1887.57 feet to a point; thence South 4° 06' 50.8" West 1320.64 feet to a point in the South line of said Section; thence North 88° 02' 33.4" West along the South line of said Section 1238.74 feet to a point; thence North 86° 51' 05.1" West along the South line of said Section 244.20 feet to a point being the Southwest Corner of the original 160 acre tract; thence North 1° 54' 00.5" East along the West line of the original 160 acre tract 2628.81 feet to a point in the one-half Section line as excepted by the railroad and being the Northwest Corner of the original 160 acre tract; thence South 88° 30' 50.6" East along the one-half Section line 1407.27 feet to a point, said point being the Northwest Corner of a 12.166 acre tract; thence South 2° 26' 13.3" West along the West line of the said 12.166 acre tract 422.30 feet to a point being the Southwest Corner of the 12.666 acre tract; thence South 88° 29' 55.9" East along the South line of the said 12.166 acre tract 1217.49 feet to the point of beginning, containing 4,939.031.460 square feet on 113.393 acres.

This is the first lien on the above described property except

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:

($ 17,592.50 Seventeen thousand five hundred ninety two & 50/100 Dollars due Nov. 9 19 76

($) Dollars due 19

($) Dollars due 19

Bearing interest at the rate of 10 per cent per annum from Date together with attorneys fees as therein provided.

(B) Also any other indebtedness heretofore, now or hereafter contracted with either said bank or the holder of the above described note or notes by the grantor or grantors herein or either of them whether such other indebtedness be evidenced by note, open account, overdraft or any other manner whatsoever, including also any indebtedness of any grantor made as joint maker, surety, endorser, or grantor.

(C) Also any amount paid out or contracted to be paid, by the said bank or the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear eight per cent interest from date made, and due on demand.

(D) Also to secure any renewal or extension of all or any part of any of the above described indebtedness, and the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors agree and bind themselves as follows: To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the notes secured hereby; to pay all expenses and costs in any way incident to this trust deed; to keep said property free from all tax liens of every kind; to keep the improvements thereon in reasonable repair and not permit waste of said property; to keep the improvements thereon fully insured in acceptable companies against loss by tornado and fire, payable in the event of loss to the owner, or owners of said indebtedness as their interest may appear.

III. All payments made as well as the proceeds of all property described in this deed of trust and all collaterals held by said bank (or the holder of the indebtedness secured by this deed of trust) whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said bank or the holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by said bank or the holder of the indebtedness secured by this deed of trust as they deem to their best interest and at their election.

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the Trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable Trustee's fee and the expenses of executing this trust.

V. The owner, or owners of said indebtedness whether they be the original owner, or owners by assignment, may, whenever they deem fit appoint a Trustee in the place of the one herein named, or any subsequent Trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted Trustee shall have all the powers of said original Trustee.

VI. Should the Trustee take possession of the property herein conveyed, such Trustee may without Court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said Trustee or his successors and the beneficiaries under this Deed of Trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the Trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust 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 our signatures, this the 9th day of May 19 76

E. L. Colline

Arthur W. Anderson

Mary Jeanette Anderson

STATE OF MISSISSIPPI
County of Calhoun

Personally appeared before me the undersigned authority in and for said county and state, the above named E. L. Colline, Arthur W. Anderson, Mary Jeanette Anderson 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 9th day of May, 19 76

My commission expires

Notary Public

STATE OF MISSISSIPPI)

STATE OF MISSISSIPPI COUNTY

I certify this instrument was filed for record at 10 o'clock

30 min. A. 1 200 524 June

of 1976, and that the same has been recorded in the records of REAL ESTATE Trust Deed of said

1 June 1976.

$ 2.50 pd

D. D. Ferguson

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Peoples Bank & Trust, Olive Branch, Miss

of Olive Branch, Miss the beneficiary, does hereby certify that a certain trust deed

bearing date the 6th day of Sept 19 72, made and executed by J. W. Metts and wife

Lucy S. Metts of Rt. 1, Box 259, Como, Miss 38619 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. 147 on page 460

of the Record of Trust Deeds, on the 11 day of Sept, A. D. 19 72, is now fully paid

and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto

County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of

said County also as provided by law.

Peoples Bank & Trust, Olive Branch, Miss

James C Payne, Asst Cashier

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Amelia B. Jones, a Notary Public

in and for County and State aforesaid, James C. Payne, Asst Cashier who acknowledged that he signed and

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Peoples Bank & Trust

Given under my hand and seal of office this 28th day of May A. D. 19 76

Amelia B. Jones

Notary Public

My Commission Expires May 13, 1980

LAWYERS-SHELDON-WOOD 67644

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock

30 minutes A. M. 1 day of June 1976, and that the same has

been recorded in Book 200 Page 525 records of REAL ESTATE Trust Deed

of said County.

Witness my hand and seal this the 1 day of June 1976.

Fees $ 2.50

H. P. Ferguson CLERK

526

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Peoples Bank & Trust

of Olive Branchm Miss the beneficiary, does hereby certify that a certain trust deed

bearing date the 25th day of March 19 75, made and executed by J. W. Metts and Lucy

S. Metts of Rt. 1, Box 259, Como Miss 38619 to Peoples Bank & Trust

the above named beneficiary, and recorded in the office of the Chancery Clerk of DdSoto

County, in the State of Mississippi in Real Estate Trust Deed Record No. 184 on page 616

of the Record of Trust Deeds, on the 14 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.

Peoples Bank & Trust, Olive Branch, Miss 38654

James C Payne

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Cecelia B. Jones, a Notary Public

in and for County and State aforesaid, James C. Payne, Cash Cashier Peoples Bank & Trust who acknowledged that he signed and

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 28th day of May A. D. 19 76

Cecelia B. Jones

Notary Public

My Commission Expires May 18, 1980

STATE OF MISSISSIPPI COUNTY

I certify that the within instrument was filed for record at 10 o'clock

30 minutes A. M. this 1 day of June 1976, and that the same has

been recorded in the records of REAL ESTATE Trust Deed

of said County.

Witness my hand and seal of office this 1 day of June 1976.

H. H. Ferguson CLERK

$2.50

1200

526

527

9.50

426824

REAL PROPERTY AGREEMENT

In consideration of a loan made to the undersigned by the First National Bank of Memphis in the amount of $ 3503.52, evidenced by a note executed by the undersigned and bearing date of May 21 1976, said loan representing costs of improvements on the following described property in De Soto County, State of Miss., to-wit:

Lot No. 651 in De Soto Village subdivision, Subdivision plat recorded in plat book No. 8 page No. 16 & 21.

In the absence of the above information, use legal description of property.

Lot 651, Section B. Subd ½, + section East of Cow Pen Creek. De Soto Village Subd. as shown on plat of record in platbook 8 - pages 16 21 in Section 33, Township 1 South, Range 8 West, in the Office of the Chancery Clerk of De Soto, Miss.

the undersigned agree(s) not to sell, convey or further encumber in any manner whatsoever said property without first paying in full the balance owed on said loan, that this agreement shall be a covenant running with the land and that breach thereof shall entitle the holder of the note above mentioned to declare the same due and payable for all purposes.

DATE: May 21, 1976

Witness: _____ Signed: Robert W Hall Jr.

Witness: _____ Signed: Donna E Hall

STATE OF ~~Mississippi~~ Miss.) COUNTY OF ~~De Soto~~ Desoto)

On this the 21 date of May, 19 76, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Robert W Hall Jr. & Donna E. Hall, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that the y executed, signed and delivered the foregoing instrument on the day and year therein mentioned as their free act and deed and for the consideration and purpose therein mentioned and set forth.

Witness my hand and seal at office the day and year above written.

My commission expires 9-27-77.

Cecile Dompas
(Notary Public)

This instrument prepared by _____, First National Bank of Memphis.

F305 (Rev. 4/72)

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 1 day of June 1976, and that the same has
been recorded in Book 200 Page 527 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 1 day of June 1976.

H. P. Ferguson CLERK

Fees 3.00

528

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That R. P. Funderburk, Jr.

of DeSoto County, Mississippi the beneficiary, does hereby certify that a certain trust deed

bearing date the 15th day of January 19 75, made and executed by William

Laney Funderburk of DeSoto County, Mississippi to R. P. Funderburk, Jr.

the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto

County, in the State of Mississippi in Real Estate Trust Deed Record No. 183 on page 50

of the Record of Trust Deeds, on the 28th day of January A. D. 19 75 is now fully paid

and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto

County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of

said County also as provided by law.

R P Funderburk

5-31-76

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority A Notary Public

in and for County and State aforesaid R. P. Funderburk 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 31 day of May A. D. 1976

My Commission Expires Jan. 28, 1977

STATE OF MISSISSIPPI COUNTY

I certify that the within instrument was filed for record at 1 o'clock

15 minutes P. M. 1 day of June 1976, and that the same has

been recorded in Book 200 of the records of REAL ESTATE Trust Deed

of said County.

Witness my signature, this the 1 day of June 1976.

Fees 2.50

H. P. Ferguson D.C.

FOR REAL ESTATE, CHATTEL OR BOTH

Jerry W. Bain, et ux

To { DEED OF TRUST

Mary E. Mullin

THIS INDENTURE, Made this 1st day of June 19 76

between Jerry W. Bain and wife, Connie P. Bain

of the first part,

and Mary E. Mullin

of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part y of the second part in the sum of Six Thousand Dollars ($6,000.00) evidenced by a promissory note of even date, bearing 9% interest from date, due and repayable in 60 equal amortized monthly installments of $124.56 each, first of said installments shall be due July 1, 1976 and one installment due each succeeding month thereafter until paid in full with each installment to be applied first toward accrued interest and the balance to the reduction of principal

~~Should any default be made in the payment of any installment when due, the party of the first part may thereafter, during the year [illegible], retain the privilege of paying the same by paying the party of the second part or order the principal and interest then remaining unpaid at the time part hereinbefore given to pay the principal~~

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 h ve this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~All of the agreements, conditions, and stipulations of every kind and nature given by the party of the first part in connection with the above described indebtedness, and all the rights of every kind and nature given by said party of the first part to the party of the second part, whether under the laws of the State of Mississippi or otherwise, except as otherwise change the rights of the parties hereto by the terms hereof, are hereby made obligatory upon the successors and assigns of the party of the first part, and all the rights and benefits hereby conferred upon the party of the second part shall inure to the benefit of the successors and assigns of said party of the second part. The party of the first part hereby covenants with the party of the second part that he will keep all buildings and improvements on said property insured against loss by fire, tornado and windstorm in a company or companies satisfactory to the party of the second part, in the sum of not less than the amount of the indebtedness hereby secured, and will assign the policy or policies of insurance to the party of the second part as further security for the payment of said indebtedness, and will deliver the policy or policies to the party of the second part, or the holder of said indebtedness, at least ten days before the expiration of any policy, and will pay all premiums on said policy or policies, and should the party of the first part fail to keep said property insured as herein specified, or fail to assign the policy or policies and deliver the same as herein provided, or pay the premiums thereon, then the party of the second part, or the holder of said indebtedness, may insure said property for his own benefit, not exceeding the amount above mentioned, and may add the premiums paid for such insurance to the indebtedness hereby secured and shall be entitled to the benefit of any policy so taken out in case of loss~~

Part of Section 3, Township 3 South, Range 8 West, DeSoto County, Mississippi, beginning at a point in the Northwest Quarter of said section, Township and Range, said point being the center line of Pine Tree Loop Road and being the southwest corner of the herein covneyed property; thence north 490.29 feet to a point; thence east 708.62 feet to a point; thence south 54.63 feet, more or less to the northeast corner of the Wolf property; thence west 422.42 feet to a point being the northwest corner of the Wolf property; thence south 439.26 feet to a point being the southest corner of the Wolf property; thence west 286.26 feet to a point in the center of Pine Tree Loop Road and the point of beginning, said tract containing 4.0 acres more or less.

A failure to pay said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of said note. Makers of said note shall have the right to pay all or any part of the said indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the maturity date thereof 19 , then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part her assigns or legal representatives, may at any time appoint a Trustee to act in his stead.

Witness our signature S the date written above.

Jerry W. Bain
Connie P. Bain

Witness

STATE OF MISSISSIPPI, DeSOTO COUNTY

Personally appeared before me the undersigned authority of said County, the within named Jerry W. Bain and wife, Connie P. Bain 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 June 1976

(SEAL)

My Commission Expires:

Notary Public

Clerk

By D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY

Before me, of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposeth and saith that he saw the above named

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 30 minutes P. M. 1 day of June 1976, and that the same has been recorded in Book 200 Page 529 Records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 2 day of June 1976.

Fees $ 2.50 pd.

SEAL H. G. Ferguson

Paid, Satisfied and Cancelled
This 5th day of April 19 79
Mary E. Mullin

Attest H. G. Ferguson
Chancery Clerk by E Miller D.C.

530

CANCELLED BY AUTHORITY RECORD IN BOOK
254 PAGE 457
THIS 15 DAY OF Jan. 1980
W. D. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1968)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

James R. Rodgers and wife, Ruth S. Rodgers

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 Six thousand twenty-five and 80/100---------- DOLLARS ($ 6,025.80) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 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 66 equal monthly installments of $91.30 each beginning the 1st day of July, 1976 and each succeeding month thereafter until paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSoto State of Mississippi, and more particularly described as follows, to-wit:

That certain lot in Section 28, Township 1, Range 6 west, DeSoto County, Mississippi in the unincorporated village of Maywood, being more fully described as Lot No. 17, LESS the north 30 ft. thereof in Woodland Lake Subdivision in the village of Maywood, as shown by the Plat recorded in Plat book 1, Page 10 in the office of the Chancery Clerk of DeSoto County Mississippi and being part of the west half of Section 28, Township 1, Range 6 west, DeSoto County, Mississippi; said 30 ft. off the north part of said Lot No. 17 was conveyed by M. E. Woodson to Mineral Wells Methodist Church under warranty deed of date April 26, 1958 and

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further described as being part of the same land conveyed to Charles H. Fuller Et ux, Mrs. Emily S. Fuller by warranty deed dated May 28, 1958 recorded in Book 44, Page 542 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 24th day of May 1976

James R. Rodgers
James R. Rodgers

Ruth S. Rodgers
Ruth S. Rodgers

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 R. Rodgers and wife, Ruth S. Rodgers **who severally acknowledged that** they **signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.**

Given under my hand and official seal, this the 24th **day of** May **19** 76.

My Commission Expires: Dec. 29 1980

Dolores M. Smith
Notary Public

STATE OF MISSISSIPPI, COUNTY
I certify that the within instrument was filed for record at 11 o'clock
A. M. June 2 1976 and that the same has
been duly recorded in Book 200 of REAL ESTATE MORTGAGES on page 530.
Witness my hand this 2 day of June 1976.

H. G. Ferguson
Chancery Clerk

FEE $5.00 pd

Assignment of this Instrument Recorded in
Real Estate Trs Book
No. 251 Page 716
This the 8 day of Nov 1979
H. D. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK
2456 PAGE 204
THIS 25 DAY OF April 2006
W E Davis By D Sma DC.
CHANCERY CLERK

STATE OF MISSISSIPPI
FHA FORM NO. 2135 M
Revised February 1973

DEED OF TRUST

This form is used in connection with deeds of trust insured under the one- to four-family provisions of the National Housing Act.

THIS DEED OF TRUST, made and entered into this 28th day of May, 1976, by and between

LONNIE G. BOYD and wife, DEBBIE S. BOYD

, hereinafter called the Grantor;
John Land McDavid , hereinafter called the Trustee, and

BAILEY MORTGAGE COMPANY, a corporation organized and existing under the laws of the State of Mississippi, having its principal office and post-office address at 161 East Amite Street, Jackson, 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 2943, 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 and 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 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-Four Thousand Seven Hundred and no/100---------- Dollars ($24,700.00), 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 East Amite Street in Jackson, Mississippi or at such other place as the holder may designate, in writing, in monthly installments of One Hundred Eighty-Nine and 94/100------- Dollars ($ 189.94), commencing on the first day of July, 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 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. That he will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary on the first day of each month until the note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (½) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

Trust Comm. Mtg Co
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN
Real estate Trs BOOK
NO. 851 PAGE 220
THIS THE 24 DAY OF Aug, 19 96
W. E. Davis
CHANCERY CLERK
by B Cleveland dc

Bailey Mtg. Co.
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN
Real Estate Trs BOOK
NO. 749 PAGE 339
THIS THE 28th DAY OF July, 19 95
W. E. Davis
CHANCERY CLERK
by B Starkey dc

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(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under *(b)* of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under *(b)* of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of *(a)* of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of *(b)* of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under *(b)* of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under *(a)* of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the indebtedness secured hereby, whether due or not.

9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within Sixty (60) Days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the said time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebtedness secured and intended to be secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed

in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note, or the duly authorized Attorney-in-Fact of either, is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Lonnie G. Boyd
Lonnie G. Boyd

Debbie S. Boyd
Debbie S. Boyd

STATE OF MISSISSIPPI,

COUNTY OF DESOTO

Personally appeared before me , the undersigned Notary Public in and for the said County, the within named Lonnie G. Boyd and Debbie S. Boyd , 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 May , 19 76 .

My Commission expires;
Feb. 19, 1980

Debbie M. Brannon
Notary Public

STATE OF MISSISSIPPI

COUNTY OF [illegible]

I, [illegible], Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at 10:30 o'clock A.M., on the 1st day of June 19 76 and was recorded in Vol. , Record of Deeds, pages , on the day of 19

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 1 day of June 1976, and that the same has been recorded in Book 200 Page 533 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 2 day of June 1976.

Fees 5.00 pd.

H. H. Ferguson CLERK

GFD 948-237

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CANCELLED BY AUTHORITY RECORDED IN BOOK
229 PAGE 63
THIS 7 DAY OF August 1978
H. G. Ferguson
CHANCERY CLERK

T R U S T D E E D

THIS INDENTURE, made this the 1st day of June, 1976 between GEORGE D. ANGELO and wife, GAYLE ANGELO, 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 ONE THOUSAND EIGHT HUNDRED EIGHTY-NINE and 52/100 DOLLARS ($1,889.52), which includes principal and interest, repayable in twenty-four (24) equal monthly installments of $78.73 each, beginning June 28th, 1976, and due the 28th day of each month thereafter until paid in full, and any further amount that the party of the second part may furnish the party of the first part, having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the part paid by Winn Davis Brown, Jr., Trustee, the party of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and State of Mississippi:

Lot 169, Section A, Brook Hollow Subdivision, in Section 24, Township 1 South, Range 8 West, a per plat thereof in the office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said lot. Said lot is recorded in Plat Book 7, Page 8, in the aforesaid Clerk's Office.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 126, Page 533, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before maturity, then this instrument is to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part, their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

WITNESS our signatures the date written above.

George D. Angelo
George D. Angelo

Gayle Angelo
Gayle Angelo

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Before me, a Notary Public for said jurisdiction, this day personally appeared the above named GEORGE D. ANGELO and wife, GAYLE ANGELO, who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal of office, this the 1st day of June, 1976.

Bobbie M. Braswell
Notary Public

My Commission expires:
Feb. 19, 1980

STATE OF MISSISSIPPI COUNTY
I certified that this instrument was filed for record at 11 o'clock
1976, and that the same has
been recorded in REAL ESTATE Deed
of said
June 1976.

25 A. 2
200 536 June
2

Fees 2.50

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1958)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

Simon F. Weir and wife, Elisabeth R. Weir

of the first part, hereinafter designated as the Grantor,

James W. Amos Trustee, of the second part, hereinafter designated as Trustee, and

Colleen G. Engel of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of

Three thousand nine hundred fifty and 00/100---------- DOLLARS

($ 3,950.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 8½% per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Payable in 66 equal monthly installment of $75.13 each, beginning the 1st day of August, 1976, with a like installment due on the same day of each succeeding month thereafter, until paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto

State of Mississippi, and more particularly described as follows, to-wit:

Beginning at a point in the north line of the northwest quarter of Section 11, Township 4, Range 8, said point being three (3) chains east of the northwest corner of the east half of the west half of the said northwest quarter; thence east on the said north section line 462 feet, more or less, to the northeast corner of the west half of said northwest quarter; thence south on the east line of the said west half of the said northwest quarter 378 feet to a point; thence west and parallel to the said north section line 462 feet to a point; said point being located in the west line of that property designated as Share No. 10 by Partition Deed of record in Book 31, Page 182; thence north 378 feet on the said west line of said Share No. 10 to the point of beginning, containing 4 acres, more or less, and being

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CANCELLED BY AUTHORITY RECORDED IN BOOK 246 PAGE 123
THIS 20 DAY OF July 19 79
H. H. Ferguson
CHANCERY CLERK

further described as intending to convey the north 4 acres of the Isaac Steverson Tract as conveyed by Deed of Record in Book 38, Page 36, of the Deed Records of DeSoto County, Mississippi. Also a 30 foot right-of-way, beginning at a point, said point being at the intersection of the east right-of-way of Robertson Gin Road and the north line of Section 11, Township 4 south, Range 8 west, said point also being the north line of the Moses Lewis Tract as shown by Deed of Record in Book 31, Page 132; thence east with said Section line to the northwest corner of the Spencer Hitt Tract (being formerly owned by Spencer Hitt as shown by Deed of Record in Book 77, Page 223); thence south 30 feet to a point; thence west to the east right-of-way line of Robertson Gin Road; thence north 30 feet to the point of beginning and intending to convey a 30 foot easement along the north line of the Moses Lewis Tract.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof, and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 28th day of May 19 76

Simon F. Weir

Simon F. Weir

Elisabeth R. Weir

Elisabeth R. Weir

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 Simon F. Weir and wife, Elisabeth R. Weir 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 May 19 76

My Commission Expires: Jan. 29, 1980

Dolores M. Snell
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
30 minutes A. M. 2 June 1976, and that the same has
been recorded in Book 200 of REAL ESTATE Trust Deed
of said County. 2 June 1976.

FEE $ 5.00 Paid

H. G. Ferguson

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Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between L.D. LANDRETH AND WIFE, DAURICE C. LANDRETH,

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, Olive 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 Eight thousand two hundred three dollars and 20/100 ----------DOLLARS ($ 8,203.20) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of ten (10) per centum per annum after Maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Payable in (60) sixty monthly payments of $136.72 each, beginning on the 5th day of June , 1976 and a like amount on the 5th day of each succeeding month thereafter until paid in full.

This Deed of Trust is a renewal and extention of that certain Deed of Trust executed by L. D. Landreth and wife, Daurice C. Landreth to Bank of Olive Branch, dated October 1, 1973 and recorded in Deed of Trust Book 166, Page 339 in the office of the Chancery Clerk of DeSoto County, Mississippi.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSoto
State of Mississippi, and more particularly described as follows, to-wit:

Lot 19 of the Re-subdivision of plat of Lot 3, Block 12, in the Town of Olive Branch, DeSoto County, Mississippi, more particularly described as follows: Beginning at an old iron pin in the North line of Stuart Street, said point being the Southeast Corner of Lot 17 of said Re-subdivision and 25 feet North of the center of Stuart Street; said point also being 793.14 feet East of the East line of Blocker Street (40 feet wide) as measured 17.10 feet North of the center of Stuart Street; thence eastwerdly along the North line of Stuart Street Extended 125 feet to an iron pin; thence Northwardly making an interion angle of 92 degrees 27' 139.36 feet to an iron pin in the North line of the Blocker Tract; thence Westwardly making an interion angle of 85 degrees 33' 125 feet to an old iron pin, the Northeast Corner of Lot 17; thence Southwardly making an interior angle of 94 degrees 34' 135 feet to the Beginning: Being located in Section 34, Township 1 South, Range 6 West, DeSoto County, Mississippi.

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CANCELLED BY AUTHORITY RECORDED IN BOOK 336 PAGE 121 THIS 12th DAY OF April 1985
J. Ferguson D.C.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 23 day of April 19 76

L. D. LANDRETH

DAURICE C. LANDRETH

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 L. D. Landreth and wife, Daurice Landreth who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 23rd day of April 19 76

My Commission Expires: Dec 29, 1979

Linda C. Perry
Notary Public

STATE OF MISSISSIPPI COUNTY
I certify that the within instrument was filed for record at 11 o'clock
30 minutes A. M. 2 day of June 1976, and that the same has
been recorded in Book 200 Page 540 Records of REAL ESTATE Trust Deed
of said County.

2 June 1976.

5.00

CANCELLED BY AUTHORITY RECORDED IN BOOK 317 PAGE 261
THIS 13 DAY OF June 19 84
H. B. Ferguson
CHANCERY CLERK

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Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between L. E. Dunlap and Wife, Julia B. Dunlap of the first part, hereinafter designated as the Grantor, James W. Amos Trustee, of the second part, hereinafter designated as Trustee, and Bank of Mississippi of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of One Thousand Nine Hundred Fifty-Six Dollars and 96/100----- DOLLARS ($1,956.96) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10% per centum per annum after Maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Payable in 36 monthly installments of $54.36 each, the first of said installments being due and payable on the 5th day of July, 1976, with a like installment being due and payable on the 5th day of each successive month thereafter until paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of Desoto State of Mississippi, and more particularly described as follows, to-wit:

Beginning at a point in the southwest corner of the H. L. Berryhill, et ux, 13.0 acre tract, said point being where the west line of said tract intersects the center line of Dunn Lane in Section 16, Township 2, Range 6 West; thence east along the south line of said 13.0 acre tract a distance of 300 feet to a point; thence north and parallel with the west quarter section line a distance of 210 feet to a point; thence east and parallel to the south boundary of said 13.0 acre tract a distance of 210 feet to a point; thence north and parallel to the said west quarter section line a distance of 150 feet to a point; thence in a southwesterly direction a distance of 510 feet to a point, said point being in the west line of said quarter section and 160 feet north of the southwest corner of said 13.0 acre tract; thence south along the west

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line of said 13.0 acre tract a distance of 160 feet to the point of beginning, containing 2.0 acres, more or less, all in Section 16, township 2, Range 6 West, and being the same land heretofore conveyed to Van D. Hill, et ux, by H. L. Berryhill, et ux, by deed recorded in Book 58, page 499, of the Land Deed Records of Desoto County, Mississippi. LESS AND EXCEPT any part of that certain property described in Warranty Deed recorded in Book 67, Page 118, that is a part of the above described tract of land; and LESS AND EXCEPT ½ acre of land conveyed to Mayard C. Perkins, et ux, by Warranty Deed recorded in Book 72, Page 299.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest instalment 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 May 1976.

Julia E. Dunlap

L. E. Dunlap

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 Julia E. Dunlap & L. E. Dunlap who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 20th day of May 19 76.

My Commission Expires: My Commission Expires Feb. 3, 1979

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock

30 A. 2 200 543 June

2 June 1976.

5.00

W. G. Ferguson

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CANCELLED BY AUTHORITY RECORDED IN BOOK 203 PAGE 617 THIS 2 DAY OF Dec 1976

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between Gloria A. Walker

of the first part, hereinafter designated as the Grantor,

Jim 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

Thirty Three Thousand Dollars and no/100---------- DOLLARS

($ 33,000.00) evidenced by promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10% per centum per annum after Date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Due and payable on November 1, 1976

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

State of Mississippi, and more particularly described as follows, to-wit:

Lot 16, Holiday Hills Subdivision, Section "B", Holiday Hills Subdivision, Section "B" being situated in Section 34, Township 1, Range 6 West, Desoto County, Mississippi, said plat of said subdivision appears of record in Plat Book 11, pages 11 and 12, Chancery Clerk's Office, Desoto County, Mississippi, to which reference is herein made.

Copyright Mississippi Bankers Association

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 5th day of May 19 76

Gloria A. Walker

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 Gloria A. Walker 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 5th day of May 19 76

My Commission Expires: My Commission Expires Feb. 3, 1979

Betty L. Hollowell
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
30 minutes A. M. on the 2 day of June 1976, and that the same has
been recorded in Book 200 of REAL ESTATE Trust Deed on page 546.
Witness my hand this 2 day of June 1976.
H. H. Jameson

5.00

CANCELLED BY AUTHORITY, RECORDED IN BOOK 2507 PAGE 721
THIS 3 DAY OF July 2006
W E Davis
By D.C. CHANCERY CLERK

VA Form 26-6322 (Home Loan)
Revised December 1968. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

PREPARED BY
MORRIS WHITMAN, ATTY.
4041 Knight Arnold Road
Memphis, Tenn. 38118

MISSISSIPPI

DEED OF TRUST

D-70682-SR

THIS DEED OF TRUST, made and entered into this 21st day of May, 19 76, by and between William L. Bovee and wife, Martha E. Bovee

, 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 KnightArnoldRoad Memphis, Tennessee 38118, hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar ($1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of Desoto, State of Mississippi, to wit:

Lot 320, Section D, Carriage Hills Subdivision, as shown on plat of record in plat book 5, page s 4 & 5, in Sections 23 and 24, 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 Co. dated April 28, 1976.

Should the Veterans Administration fail or refuse to issue its guaranty of the loan secured by this mortgage under the provisions of the Servicemen's Readjustment Act of 1944, as amended, within sixty days from the date the loan would initially become eligible for such guaranty, the mortgagee hereof 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 governed by the provisions of the Servicemen's Readjustment Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed. Upon and violation of this covenant, the mortgagee herein may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

The holders of the indebtedness described herein shall at the option at any time to require Grantor to pay to the holders of the indebtedness in additional sum computed to the monthly installment of principal and interest and one-twelfth of taxes and hazard insurance premiums next due (all as estimated by the holder of the indebtedness from time to time) the holder of the indebtedness may at its option require Grantor to pay under the National Flood Insurance Act of [illegible] premiums as required; said sum to be held by holder without liability on the part of the holder of the indebtedness for interest thereon and for the application of said insurance when due and payable. If the amount so held shall at any time be insufficient to pay said insurance premiums when due and payable, the Grantors shall promptly deposit the entire amount of said deficit.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

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To Have and to Hold the same unto the Trustee and unto his successors and assigns, forever.

In Trust, However, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of *Thirty Eight Thousand and no/100-----* Dollars ($ *38,000.00*), with interest from date at the rate of *Eight and ½-----* per centum (*8-½-* %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of *National Mortgage Company, 4041 KnightArnold 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 Ninety Two &* Dollars ($*292.22---*), commencing on the first day of *July* , 19 *76* , and continuing on the *22/100--* 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 *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 Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be TEN------per centum (10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of Desoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) has hereunto set his hand(s) the day and year herein first written above.

William L Bovee
William L. Bovee

Martha E. Bovee
Martha E. Bovee

STATE OF ~~MISSISSIPPI~~, TENNESSEE
COUNTY OF SHELBY } ss:

Personally appeared before me M. Wolfman, the undersigned Notary public in and for said County, the within named William L. Bovee and Martha E. Bovee, 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 May, 19 76.

M. Wolfman

My Commission Expires June 11, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
35 minutes A. M. 2 day of June 1976, and that the same has
been recorded in Book 200 Page 549 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 2 day of June 1976.

Fees $ 5.50

SEAL H. H. Ferguson CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

CLYDE A DILL, ET UX

To { DEED OF TRUST

FAA Federal Credit Union #9639

THIS INDENTURE, Made this 31st day of May 19 76 between Clyde A. Dill and wife, Shire Faye Dill, of the first part, and FAA Federal Credit Union #9639 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 Twenty-Five Thousand Dollars ($25,000.00) evidenced by one (1) promissory note of even date herewith, bearing interest at the rate of nine (9) per cent per annum and being due and repayable in 120 equal amortized monthly installments of $316.75 monthly with first installment due and payable on or before June 20, 1976 and on or before the 20th day of each succeeding successive month thereafter until paid in full,

and any further amount that the party of the second part may furnish the party of the first part during the year 19____ not to exceed _____ and the part ies of the first part having agreed to secure the prompt payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by William L. Rone Trustee, the part ies of the first part h've this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: [illegible] may cultivate, or rotate in the usual manner on said land [illegible]

See Schedule A attached for description of Tracts 1, 2, and 3, located in Section 20, Township 2, Range 7 West, containing an aggregate 18.47 acres.

The Grantors reserve the right to pay any part of or all of the above indebtedness before maturity without penalty.

A failure to pay the above indebtedness when due shall operate to cause the entire unpaid indebtedness together with interest to become immediately due and payable at the option of the owner and holder of the note of even date herewith.

Grantors covenant and agree to secure, keep and maintain fire and extended insurance coverage on any improvements on the lands with loss payable clause in favor of beneficiaries or as interest may appear and in an amount as required by said beneficiaries.

SCHEDULE "A"

Page 1.

TRACT 1: 7.47 acres, more or less, being in DeSoto County, Mississippi and being more particularly described as part of the northeast quarter of the northeast quarter of Section 20, Township 2, Range 7 West, described as beginning at a point in the east line of Section 20, 245.8 feet south of the northeast corner of said Section; thence south 4 degrees 11 minutes 30 seconds east along said line 1,060.60 feet to a point; thence south 86 degrees 25 minutes 40 seconds west 495.0 feet to a point; thence north 3 degrees 40 minutes 10 seconds west 615 feet to a point; thence north 86 degrees 25 minutes 40 seconds east 439.4 feet to a point; thence north 4 degrees 11 minutes 30 seconds west 454.6 feet to a point; thence north 86 degrees 25 minutes 40 seconds east 50 feet to the point of beginning and containing 7.47 acres, more or less, and being the same land conveyed to W. I. LaRue in Deed recorded in Deed Book 77, Page 2 in the office of the Chancery Clerk of DeSoto County, Mississippi.

TRACT 2: 2.0 acres, more or less in DeSoto County, Mississippi being more particularly described as 2 acres in the northeast quarter of SEction 20, Township 2, Range 7 West, described as beginning at a point 700.4 feet south and 50 feet west of the northeast corner of said Section 20; said point being in the north line of the C. A. Dill tract; thence west along the north line 438.3 feet to the northwest corner of said Dill tract; thence north 5 degrees 30 minutes west along the east line of the J. L. Skelton tract 198.7 feet to an iron pin; thence east 438.3 feet to an iron pin, said pin being 50 feet west of the east line of said Section; thence south 5 degrees 30 minutes east 198.7 feet to the point of beginning, and containing 2.0 acres, more or less, as shown by the survey of J. E. Lauderdale dated November, 1969.

CANCELLED BY AUTHORITY RECORDED IN BOOK 293 PAGE 507
THIS 3 DAY OF March 19 83
H.D. Ferguson CHANCERY CLERK

9.0 acres
Partial Release of this Instrument Recorded in Real Estate 7D Book 257 Page 51
This 21 day of March 1980
H.D. Ferguson Clerk

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TRACT 3: 9.0 acres, more or less, in DeSoto County, Mississippi described as 9 acres in the northeast quarter of Section 20, Township 2, Range 7 West, described as beginning at a point in the north line of Section 20, Township 2, Range 7 West, said point being 462.0 feet west of the northeast corner of said SEction; thence south 5 degrees 35 minutes east 1,320.0 feet to an iron pin in the south line of the north-east quarter of the northeast quarter of said SEction; thence south 84 degrees 30 minutes west along the south line of said quarter section 332.83 feet to the northeast corner of the J. L. Skelton tract; thence north 5 degrees 30 minutes west along the east line of said Skelton tract, 1,037.8 feet to an iron pin in the center of a drainage ditch; thence north 65 degrees 48 minutes east along said center of said ditch 191.1 feet to a point; thence north 1 degree 30 minutes west along the center of said ditch 220.5 feet to a point in the north line of said section; thence north 84 degrees 30 minutes east along said north section line 134.7 feet to the point of beginning and containing 9.0 acres, more or less, as shown by the survey of J. E. Lauderdale, C. E., dated October 26, 1968.

Tracts 1, 2 and 3 contain in the aggregate 18.47 acres, more or less.

Clyde A. Dill

Shire Faye Dill

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 as stated above 19, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the parties of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part, its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signatures the date written above.

Witness

Clyde A. Dill

Shire Faye Dill

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me, undersigned authority in and for of said County, the within named Clyde A. Dill and wife, Shire Faye Dill,

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 31 day of May 1976.

(SEAL)

Sarah Bethune Clerk
By Notary Public D.C.

MY COMMISSION EXPIRES MARCH 24, 1979

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Before me, of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposed, and saith that he saw the above named

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that this instrument was filed for record at 1 o'clock P. M., on the 2 day of June 1976, and that the same has been recorded in Book 200 of said records of REAL ESTATE Trust Deed 553.

Witness my hand this the 2 day of June 1976.

H. H. Ferguson CLERK

SEAL

Fees $ 3.50

CANCELLED BY AUTHORITY RECORDED IN BOOK 319 PAGE 289
THIS 13 DAY OF July 1984
N. D. Ferguson
CHANCERY CLERK

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PURCHASE MONEY
DEED OF TRUST

FOR AND IN CONSIDERATION OF THE SUM of $10.00, cash in hand paid by John L. Kennedy, Trustee, and other considerations hereinafter set out, the receipt of all of which is hereby acknowledged, the undersigned Mortgagors hereby convey and warrant unto Trustee, the following described property:

9.55 acres in Sections 34 and 35; Township 3 South, Range 6 West, DeSoto County, Mississippi; Being lot number 6 & 7 of Fox Hollow Subdivision, a plat of said subdivision is recorded in Plat Book 14 pages 22, 23, 24 and 25 in the office of the Chancery Clerk of DeSoto County, Mississippi.

IN TRUST to secure our promissory note of even date in the sum of $ 16,644.00 with interest after date at the rate of 8% per annum, and payable to M. F. Harris, Jr.
in monthly installments of $ 136.71 , the first being due on the 1st day of June 1976 and a like installment on the 1st day of every month thereafter until all debt, both principal and interest shall be paid in full; also to secure attorney fees, or collections charges as provided in the note, and for any further amounts that may be furnished us.

We, reserve the right to anticipate any part of the debt.

We, agree to promptly pay all taxes, and assessments levied against said property and should we fail to pay same, any holder of this debt may pay same and charge it to our account as an advance under this Deed of Trust.

If we punctually pay each installemnt of this debt when due and comply with the other covenants, then this conveyance shall be void, but should we fail to carry out any covenant contained herein, then any legal Holder of this debt may accelerate it and declare the entire debt secured hereby due; and said Trustee may take immediate possession of said property and sell the same at public outcry to the highest bidder for cash, in front of the south door of the Court House of Marshall County, Mississippi, after first advertising the time, terms and place of sale as provided by law. The Trustee may fix the date of sale, and the proceeds shall be first applied to the cost of making and executing this trust and the payment of the secured debt; the balance, if any, as the law directs.

Any legal Holder of this debt may substitute a trustee.

Witness our signatures this the 21st day of May 1976.

David R. Watts
David R. Watts

Betty Jo Watts
Betty Jo Watts

STATE OF MISSISSIPPI
COUNTY OF ~~MARSHALL~~ Tennessee Shelby
Personally appeared before me, the undersigned authority in and for said County and State, the within named David R. Watts and Betty Jo Watts whose signatures appear to the foregoing Deed of Trust, and who each severally acknowledge that they signed and delivered said Deed of Trust on the day and year of its date, for the purposes stated therein as and for their free and voluntary acts and deeds.
Witness my hand and seal of office this the ~~21st~~ 24th day of May 1976.

(S E A L)

My Commission Expires:

Leonard S. Engelberg
Notary Public
My commission expire July 24, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock A. M. 2 June 1976, and that the same has been recorded in Book 200 Page 555 of REAL ESTATE Trust Deed
2 June 1976.
N. D. Ferguson

30

2.50

556

Lot 623, Sec. D - Twin Lakes S/D - Billett

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 March 18, 1976, and given by Northwest Builders, Inc. to C. B. Henley, Trustee for the benefit of Bailey Mortgage Company, and which instrument is recorded in Book 197, Page 633, in your office, same having been fully paid and satisfied.

EXECUTED this the 27 day of May, 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 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 27 day of May, 1976.

Margie M. Lawrence
Notary Public

My Commission expires:
My Commission Expires Nov. 30, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify this instrument was filed for record at 11 o'clock
25 minutes A. M. on the 2 day of June, 1976, and that the same has
been recorded in Book 200 Page 556 of REAL ESTATE Deed
of said County.
Witness my hand and official seal, this the 2 day of June, 1976.

Fees 2.50

Lot 625, Sec. D - Twin Lakes Subdivision - McAnally

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 March 18, 1976, and given to C. B. Henley, Trustee for the benefit of Bailey Mortgage Company, to which instrument is recorded in Book 197, Page 635, in your office, same having been fully paid and satisfied.

EXECUTED this the 27 day of May, 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 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 27 day of May, 1976.

Margie N. Lawrence
Notary Public

My Commission Expires:

My Commission Expires Nov. 30, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
25 minutes A. M. 2 day of June 1976, and that the same has
been recorded in Book 200 Page 557 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 2 day of June 1976.
Fees $ 2.50
SEAL H. P. Ferguson CLERK

558

RELEASE OF TRUST DEED

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI:

You are hereby authorized, empowered and directed to mark "Satisfied and Cancelled" of Record that certain Trust Deed, executed by Herman A. Scott and Wife, Maybelle Scott to H. R. Garner Trustee, for the use and benefit of _____, dated the 14th day of September A. D., 19 73, and recorded at Page 582 of Record Book 165, of the records in your office.

The indebtedness therein mentioned and thereby secured was never assigned by the undersigned to any one and has been fully paid to Coahoma Bank.

WITNESS my signature this, the 1st day of June, 19 76

Ray M. Vaught

STATE OF MISSISSIPPI,
County of DeSoto }

Personally appeared before me, the undersigned authority in and for said County and State, the within named

Notary Public

who acknowledged that signed and delivered the foregoing instrument on the day and date therein named.

WITNESS my hand and seal this, the 1st day of June 19 76.

Nancy J. Sutton

My Commission Expires Jan. 31, 1980.

L-131

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 2 day of June 1976, and that the same has been recorded in Book 200 Page 558 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 2 day of June 1976.

Fees $ 2.50 pd.

SEAL H. H. Ferguson CLERK

AUTHORITY TO CANCEL

TO: CHANCERY CLERK

DeSoto COUNTY

Southaven, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction and cancel of record that certain Deed of Trust executed by Milton D. McMaster and wife, Nora W. McMaster

to James R. Houston, Trustee for Allied Investment Company, Beneficiary, date October 13, 19 66, and duly recorded in Book 92 at Page(s) 23 of your records.

WITNESS the signature of the corporation, this the 29 day of April, A.D., 19 76.

(SEAL)

FIRST SAVINGS AND LOAN ASSOCIATION OF BAYONNE, NJ

BY: Patrick F. X. Nilan
Patrick F. X. Nilan, President

ATTEST: Catherine Wilson
Catherine Wilson, Secretary

STATE OF ~~MISSISSIPPI~~ NEW JERSEY
COUNTY OF ~~DESOTO~~ HUDSON

Personally came and appeared before me, the undersigned Notary Public in and for said County and State, Patrick F. X. Nilan and Catherine Wilson, known to me to be the President, and Secretary, respectively, of the within named FIRST SAVINGS AND LOAN ASSOCIATION OF BAYONNE, NJ, a ~~Mississippi~~ New Jersey 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 7th day of May, A.D., 19 76.

James E. Collins
NOTARY PUBLIC

My commission expires:
November 11, 1979

L-10

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 2 day of June 1976, and that the same has been recorded in Book 200 Page 559 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 2 day of June 1976.

H. H. Ferguson

Fees 2.50

560

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF DESOTO

KNOW ALL MEN BY THESE PRESENTS: That Glen H. LIvingston, the beneficiary, hereby certifies that a certain trust deed bearing date the 25th day of May, 1966, made and executed by James R. Rodgers and wife, Ruth S. Rodgers to the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No. 89, on Page 528, of the Record of Trust Deeds, on the 26th day of May, A.D. 1966, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

THIS THE 27th day of May, 1976.

Glen H. Livingston
Glen H. Livingston

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally came and appeared before me, the undersigned authority of law in and for county and state aforesaid, Glen H. Livingston, who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned as his free and voluntary act and deed.

GIVEN under my hand and seal of office this 27th day of May, A.D. 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 11 o'clock
30 A. 2 day of June 1976, and that the same has
been recorded in 200 560 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal of office this 2 day of June 1976.

Fees 2.50

H. H. Ferguson CLERK

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF DESOTO

KNOW ALL MEN BY THESE MEN BY THESE PRESENTS: That C. W. Kelly, President of the beneficiary, Bank of Olive Branch, Olive Branch, Mississippi (now Bank of Mississippi), does hereby certify that a certain trust deed bearing date the 24th day of August, 1964, made and executed by M. D. Andrews and wife, Avie N. Andrews, to the Bank of Olive Branch, Olive Branch, Mississippi, (now 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. 78, on Page 133, of the Record of Trust Deeds, on the 11th day of September, 1964, is now fully paid and satisfied; and I do hereby authorize the Clerk of The Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

THIS THE 30th day of April, 1976.

BANK OF MISSISSIPPI

By: C. W. Kelly
C. W. KELLY, PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally came and appeared before me, the undersinged authority of law in and for county and state aforesaid, C. W. Kelly, President of Bank of Mississippi acknowledged that he signed and delivered the above and foregoing instrument on the dya 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 ahnd and seal of office this 30th day of April, 1976.

Linda C. Perry
NOTARY PUBLIC

My commission expires:
Nov. 29, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 30 minutes A. M. 2nd day of June 1976, and that the same has been recorded in Book 200 Page 561 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 2nd day of June 1976.

Fees $ 2.50 pd

H. H. Ferguson CLERK

562

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF DESOTO

KNOW ALL MEN BY THESE PRESENTS: That C. W. Kelly, President, of the beneficiary, Bank of Olive Branch, Olive Branch, Mississippi (now known as Bank of Mississippi), does hereby certify that a certain trust deed bearing date the 3rd day of February, 1967, made and executed by Jimmy Neal Andrews and wife, Betty Jean Andrews, to Bank of Olive Branch, Olive Branch, Mississippi (now Bank of Mississippi) 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. 93, on Page 309, of the Record of Trust Deeds, on the 13th day of February, 1967, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

THIS THE 30th day of April, 1976.

BANK OF MISSISSIPPI

By C. W. Kelly
C. W. KELLY, PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally came and appeared before me, the undersigned authority of law in and for county and state aforesaid, C. W. Kelly, President, 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 the 30th day of April, 1976.

Linda C. Perry
NOTARY PUBLIC

My commission expires:
Dec. 29, 1979

STATE OF MISSISSIPPI COUNTY
I certify that the within instrument was filed for record at 11 o'clock
been recorded in my office this 2nd day of June 1976, and that the same has
of said records of REAL ESTATE Trust Deed
Witness my hand and seal of office this 2 day of June 1976.

30 A. 2nd 200 562

Fees $ 2.50

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF DESOTO

KNOW ALL MEN BY THESE PRESENTS: That James W. Amos, Trustee, of the beneficiary, Bank of Mississippi, Olive Branch, Mississippi, does hereby certify that a certain trust deed bearing date the 10th day of April, 1974, made and executed by Jimmy Neal Andrews and wife, Betty Jean Andrews, to Bank of Mississippi 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. 173, on Page 610, of the Record of Trust Deeds, on the 15th 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 24th day of May, 1976.

James W. Amos
JAMES W. AMOS, TRUSTEE

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally came and appeared before me, the undersigned authority of law in and for county and state aforesaid, JAMES W. AMOS, TRUSTEE, who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, for and on behalf of said bank, after having been first duly authorized so to do.

GIVEN under my hand and seal of office this 24th day of May, A.D. 1976.

Dolores M. Smith
NOTARY PUBLIC

My commission expires:
June 29, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
30 minutes A.M. 2 day of June 1976, and that the same has
been recorded in Book 200 Page 563 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 2 day of June 1976.
Fees 2.50
H. H. Ferguson CLERK

564

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF DESOTO

KNOW ALL MEN BY THESE PRESENTS: That James W. Amos, Trustee, of the beneficiary, Bank of Olive Branch, Olive Branch, Mississippi (now Bank of Mississippi), does hereby certify that a certain trust deed bearing date the 5th day of November, 1972, made and executed by Jimmy Neal Andrews and wife, Betty Jean Andrews, to Bank of Olive Branch, Olive Branch, Mississippi (now 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. 151, on Page 403, of the Record of Trust Deeds, on the 13th day of December, A.D. 1972, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

THIS THE 10th day of May, 1976.

JAMES W. AMOS, TRUSTEE

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally came and appeared before me, the undersigned authority of law in and for county and state aforesaid, JAMES W. AMOS, TRUSTEE, who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, for and on behalf of said bank, after having been first duly authorized so to do.

GIVEN under my hand and seal of office this 12th day of May, A.D. 1976.

NOTARY PUBLIC

My commission expires:

Jan. 29, 1980

30 A. 2
200

564

2 June

2.50

STATE OF MISSISSIPPI COUNTY
I certify that the within instrument was filed for record at 11 o'clock
1976, and that the same has been recorded in REAL ESTATE Trust Deed
2 June 1976.

(SALES)

STATE OF MISSISSIPPI)
) ss.
COUNTY OF DESOTO)

ASSIGNMENT OF DEED(S) OF TRUST

THIS ASSIGNMENT OF DEED(S) OF TRUST, executed this 12th day of May, 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 THE MINNESOTA MUTUAL LIFE INSURANCE COMPANY called ASSIGNEE.

FOR VALUE RECEIVED, the within instrument(s) is (are) hereby transferred, assigned, and conveyed to Assignee together with the property described therein and the debt secured thereby, said instrument(s) being recorded in the records of the office of the Chancery Clerk of DESOTO County, Mississippi, and duly identified as follows:

Original Mortgagor	Date of Mortgage (Deed of Trust)	Book No.	Page No.
James N. Burns, Jr. & wife, Tommye M. Burns	June 25, 1975	187	387
Bobby Chancery and wife, Debbie V. Chancery	July 8, 1975	187	553

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)
) ss.
COUNTY OF FULTON)

Personally appeared before me the undersigned authority in and for the jurisdiction aforesaid, David J. Evans, who acknowledged that he is Attorney-in-Fact for Government National Mortgage Association and that, for and on behalf of said Corporation and as its act and deed, he signed and delivered the above and foregoing instrument on the day and year therein mentioned, being first duly authorized so to do by said Corporation.

WITNESS my signature and official seal of office this 12th day of May, 1976.

Linda E. Wise
Notary Public, Georgia at Large

(SEAL) LINDA E. WISE
My commission expires: Sept. 24, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
A.M. this 2 day of June, 1976, and that the same has
been recorded in Book 200 Page 565 of the records of REAL ESTATE Trust Deed
of said county.
Witness my hand this 2 day of June 1976.
H. T. Ferguson

15 A. 2.50

566

(SALES)

STATE OF MISSISSIPPI)
) ss.
COUNTY OF DESOTO)

ASSIGNMENT OF DEED(S) OF TRUST

THIS ASSIGNMENT OF DEED(S) OF TRUST, executed this 12th day of May, 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 THE MINNESOTA MUTUAL LIFE INSURANCE COMPANY called ASSIGNEE.

FOR VALUE RECEIVED, the within instrument(s) is (are) hereby transferred, assigned and conveyed to Assignee together with the property described therein and the debt secured thereby, said instrument(s) being recorded in the records of the office of the Chancery Clerk of DESOTO County, Mississippi, and duly identified as follows:

Original Mortgagor	Date of Mortgage (Deed of Trust)	Book No.	Page No.
William M. Gibson and wife, Mary A. Gibson	July 31, 1975	189	21
James W. King and wife, Margaret B. King	August 7, 1975	189	139
Frank Otto Walther and wife, Helen Walther	July 15, 1975	188	165
Larry H. Force and wife, Emily H. Force	July 21, 1975	188	325

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)
) ss.
COUNTY OF FULTON)

Personally appeared before me the undersigned authority in and for the jurisdiction aforesaid, David J. Evans, who acknowledged that he is Attorney-in-Fact for Government National Mortgage Association and that, for and on behalf of said Corporation and as its act and deed, he signed and delivered the above and foregoing instrument on the day and year therein mentioned, being first duly authorized so to do by said Corporation.

WITNESS my signature and official seal of office this 12th day of May, 1976.

Linda E. Wise
Notary Public, Georgia at Large
LINDA E. WISE
(SEAL) My commission expires: Sept. 24, 1979

STATE OF MISSISSIPPI, COUNTY
I certify this instrument was filed for record at 11 o'clock
1976, and that the same has
REAL ESTATE Trust Deed
1976.

15 A. 2 200 566 June 2 June

2.50

ASSIGNMENT OF DEED OF TRUST

For valuable consideration, receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign to Security Bank of Hernando Hernando, Mississippi that certain Deed of Trust executed by Earl Stanfill and wife, Vada Stanfill to Boyce Lee Garner, Trustee for Edward Lee Whitten, Sr. and wife, Ann Y. Whitten dated April 30, 1970 and recorded in Trust Deed Book 118, page 72 in theoffice of the Chancery Clerk of DeSoto County, Mississippi together with the indebtedness secured thereby.

The undersigned as Beneficiary warrants that it is the legal owner of the above described indebtedness and is capable of conveying title to same.

Witness the signatures this the 17th day of April, 1976.

Edward Lee Whitten, Sr.

Ann Y. Whitten

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 Edward Lee Whitten, Sr. and wife, Ann Y. Whitten who acknowledged that they signed and delivered the above and foregoing Assignment of Deed of Trust on the day and date therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 17th day of April, 1976.

Notary Public

My Commission Expires:

COMMISSION EXPIRES 1980

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 35 minutes A M. 2 day of June 1976, and that the same has been recorded in Book 200 Page 567 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 3 day of June 1976.

Fees: 2.50

H. H. Ferguson CLERK

568

CANCELLED BY AUTHORITY RECORDED IN BOOK 210 PAGE 463 THIS 18 DAY OF June 1991
CHANCERY CLERK

150610

INSTRUCTIONS: 1. Complete in Duplicate. 2. Type legal description on form (this can be obtained from mortgages, contracts, warranty deed) 3. Must be signed before a Notary Public.

REAL PROPERTY AGREEMENT

In consideration of such loans and indebtedness as shall be made by or become due to National Bank of Commerce, Memphis, Tenn. (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, or until twentyone years following the death of the last survivor of the undersigned, which ever first occurs, the undersigned, jointly and severally, promise and agree

1. To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below, and

2. Without the prior written consent of Bank, to refrain from creating or permitting any lien or other encumbrance (other than those presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, the real property described below, or any interest therein; and

3. Hereby assign, transfer and set over to bank, its successors and assigns, all monies now due and hereafter becoming due to the undersigned, as rental, or otherwise, and howsoever for or on account of that certain real property situated in the County of DeSoto, Southaven, Mississippi State of Tenn., described as follows:

Lot 1445, Section D, Southaven West Subdivision, in Section 22, Township 1 South, Range 8 West, as per revised plat thereof recorded in Plat Book 3, Pages 25 and 26, in the office of the Chancery Clerk of DeSoto County, Mississippi.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whensoever becoming due to the undersigned, or any of them, and howsoever for or on account of said real property, and hereby irrevocably appoint Bank, as attorney in fact, with full power and authority, in the name of the undersigned, or in its own name, to endorse and negotiate checks, drafts and other instruments received in payment of, and to receive, receipt for and to enforce payment, by suit or otherwise, of all said rents and sums; but agrees that Bank shall have no obligation so to do, or to perform or discharge any obligation, duty or liability of the undersigned in connection therewith.

4. That if default be made in the performance of any of the terms hereof, or if any of said rental or other sums be not paid to Bank when due, Bank, at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining unpaid to Bank to be due and payable forwith.

5. That Bank may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Bank, in its discretion, may elect.

6. Upon payment of all indebtedness of the undersigned to Bank this agreement shall be and become void and of no effect, and until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of Bank showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Dated: 5/27/76

x/ Thurman E. Clifton

x/ Patsy N. Clifton

INDIVIDUAL

STATE OF TENN. TENN
COUNTY OF SHELBY ss:

This instrument was acknowledged before me this 27 day of May 19 76

by THURMAN E. CLIFTON, PATSY N. CLIFTON

In witness whereof I hereunto set my hand and official seal.

NOTARY PUBLIC

MY COMMISSION EXPIRES: MY COMMISSION EXPIRES APRIL 13, 1979

706 PL

CORPORATE

STATE OF TENN.
COUNTY OF ss:

This instrument was acknowledged before me this 27 day of May 19 76

by

as of

and acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof I hereunto set my hand and official seal.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 min. A. M. the 3 day of June 1976, and that the same has
been recorded in Book 200 of the records of REAL ESTATE Trust Deed
of said county.

Witness my hand and seal of office this the 3 day of June 1976.

Deed 2.50

H. P. Ferguson CLERK

569

CANCELLED BY AUTHORITY RECORDED IN BOOK
208 PAGE 708
THIS 23 DAY OF Feb 1977
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
Allen G. Pedersen and wife, Joanne M. Pedersen

of the first part, hereinafter designated as the Grantor,

Robert Q. Whitwell, Trustee, of the second part, hereinafter designated as Trustee, and
Grenada Bank at it's Banking House in 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
One Thousand Six Hundred Forty and 40/100----------DOLLARS

($ 1,640.40) evidenced by one promissory note of even date herewith in favor of
the beneficiary, ~~bearing~~ including 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:

Twenty-four (24) consecutive monthly installments of $68.35 each, beginning June 25, 1976 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 431, Section "B", DeSoto Village Subdivision, in Section 34, Township 1 South, Range 8 West, as per plat thereof in Plat Book 8, Pages 16 through 21, in the office of the Chancery Clerk of DeSoto County, Mississippi, being more particularly described as follows: BEGINNING, at a point in the southerly line of Valleybrook Road at the northwest corner of lot 432 of said subdivision 371.4 ft. westwardly from the westerly curb line of Foxbriar Drive, produced; thence westwardly along the southerly line of Valleybrook Rd. 65 ft. to a point at the northeast corner of lot 430 of said subdivision; thence southwardly 130 ft. to a point at the southeast corner of said lot 430; thence eastwardly 65 feet. to a point in the southwest corner of said lot 432; thence northwardly 130 ft. to the point of beginning.

Copyright Mississippi Bankers Association

570

This Deed of Trust is secondary, junior and inferior to that certain Deed of Trust executed by Thomas E. Woodard, et ux to Delta Title Company, Trustee for National Mortgage Company, Beneficiary, assumed by the Grantors herein from Delta Realty Co., Inc., by Warranty Deed dated June 7, 1974, recorded in Warranty Deed Book 113 at Page 24 on June 12, 1974 at 11:00 A. M., in the Office of the Chancery Court Clerk of DeSoto County, Mississippi; said Deed of Trust being executed to Delta Title Company, Trustee for National Mortgage Company, Beneficiary, dated November 24, 1971, filed for record November 29, 1971 in Real Estate Trust Deed Book 135 at Page 446 at 1:15 P. M., said Deed of Trust being assigned to Federal National Mortgage Association, dated December 7, 1971, filed for record December 10, 1971 at 1:36 P. M., in Book 136 at Page 109 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

The entire principal sum secured hereby with all interest and charges accrued thereon and all other amounts secured hereby shall be at the option of the Beneficiary or the owner or holder of said note or notes, be and become at once due and payable in the event of the transfer or sale by the Grantors of the property or land covered hereby.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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 27th day of May 19 76

Allen G. Pedersen

Joanne M. Pedersen

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 Allen G. Pedersen and wife, Joanne M. Pedersen 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 May 19 76

My Commission Expires Jan. 31, 1980

My Commission Expires: _____

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
50 minutes A. M. 3 day of June 1976, and that the same has
been recorded in Book 200 Page 569 Records of REAL ESTATE Trust Deed
of said County.

3 June 1976.

500

572

CANCELLED BY AUTHORITY RECORDED IN BOOK 268 PAGE 244 THIS 21 DAY OF Dec. 1981

Mississippi Bankers Association
Form No. 7
(Revised Dec. 1966)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between Robert Ellis and Turley Meeks

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 eight thousand three hundred ninety nine and 56/100---------- DOLLARS ($ 28,399.56) evidenced by a promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 6% per centum per annum after Maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Due and repayable in 84 monthly installments of $338.09 each with the first installment being due on or before the 15th of July, 1976 and one payment each succeeding month on or before the 15th 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

State of Mississippi, and more particularly described as follows, to-wit: Part of Lot 2 in Block 8 as shown by the St. George Richardson Map of the Town of Olive Branch, dated October, 1937, in Section 34, Township 1, Range 6, more particularly described as follows: BEGIN at the northwest corner of Lot 2 as shown by said Map of the Town of Olive Branch; thence East on the South line of Mt. Pleasant Street 75.94 feet to the West line of the Henley lot; thence in a southerly direction with the West line of the Henley lot 53 feet to a corner; thence West 23.94 feet to a corner; thence South 9 feet to the North line of Lot 1; thence West with the North line of lot 51.3 feet to the Southwest corner of lot 2; thence North 56.5 feet to the point of beginning.

Copyright Mississippi Bankers Association

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in 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 May 19 76

Turley M. Meeks

Robert Ellis

Robert Ellis

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Robert Ellis and Turley Meeks 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 May 1976

My Commission Expires: Jan. 18, 1977

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that this instrument was filed for record at 10 o'clock
50 minutes A. M. on the 3 day of June 1976, and that the same has
been recorded in Book 200 Page 572 records of REAL ESTATE Trust Deed
of said County.

3 June 1976.

5.00

CANCELLED BY AUTHORITY RECORDED IN BOOK 575
357 PAGE 35
THIS 22 DAY OF Jan 19 86
W. D. Ferguson
CHANCERY CLERK D.S.

FOR REAL ESTATE, CHATTEL OR BOTH

Robert Ellis and
Turley Meeks
To { DEED OF TRUST
William Laney Funderburk

THIS INDENTURE, Made this 3 day of June 19 76
between Robert Ellis and Turley Meeks of the first part,
and William Laney Funderburk 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 Seven Thousand Dollars ($7,000.00) as evidenced by a promissory note of even date, with said indebtedness due and repayable in five (5) equal annual installments of One Thousand Four Hundred Dollars ($1,400.00) each, with the first of said installments due on or before June 30, 1984, and the same date thereafter until said indebtedness is paid in full.

~~and any further amount that the party of the second part may furnish the party of the first part during the years 19 and to secure the payment of the same when due~~ Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by Mills E. Barbee Trustee, the part ies of the first part ha ve this day granted, bargained, said sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~All of the aforesaid property is to be kept on hand and all the repairs of every kind to be given to the same and kept in as good condition as they are now, ordinary wear and tear excepted, or insured or otherwise, during the years 19 and 19 and that~~ ~~all farming implements of every kind and~~

This deed of trust is secured by a promissory note of even date herewith on the following described property:

Part of Lot 2 in Block 8 as shown by the St. George Richardson Map of the Town of Olive Branch, dated October, 1937, in Section 34, Township 1, Range 6, more particularly described as follows: BEGIN at the northwest corner of Lot 2 as shown by said Map of the Town of Olive Branch; thence East on the South line of Mt. Pleasant Street 75.94 feet to the West line of the Henley lot; thence in a southerly direction with the West line of the Henley lot 53 feet to a corner; thence West 23.94 feet to a corner; thence South 9 feet to the North line of Lot 1; thence West with the North line of Lot One 51.3 feet to the Southwest corner of Lot 2; thence North 56.5 feet to the point of beginning.

~~The grantors herein covenant with the right to pay any part of or all of the above indebtedness before maturity and in part only.~~

A failure to pay said indebtedness 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.

Grantors herein covenant and agree to secure, keep and maintain fire and extended insurance coverage on the buildings and improvements located on the property described herein with loss payable clause in favor of the holder of said note and in an amount as required by said holder.

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 ~~first~~ due date XXIX 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 do so and

Witness our signature S the date written above.

Robert Ellis

Witness

Turley Meeks

STATE OF MISSISSIPPI, DESOTO COUNTY.

Personally appeared before me, the undersigned authority of said County, the within named Robert Ellis and Turley Meeks who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 3rd day of June 1976

MY COMMISSION EXPIRES MARCH 24, 1979 (SEAL)

Sarah Bethune XXXX
Notary Public XXXX

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Before me of said County, this day personally appeared the above named

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 55 minutes A. M. 3rd day of June 1976, and that the same has been recorded in Book 200 Page 575 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 3rd day of June 1976.

Fees $ 2.50 pd. (SEAL) H. D. Ferguson CHANCERY CLERK

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DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

HUGH JOYNER, JR., and Wife, BRENDA E. JOYNER

of the first part, hereinafter designated as the Grantor(s),

ROBERT Q. WHITWELL Trustee, of the second part, hereinafter designated as Trustee, and

GRENADA BANK, at Southaven, Miss., of the third part, hereinafter designated as the Beneficiary,

WITNESSETH: That whereas the Grantor(s) is justly indebted to the beneficiary in the full sum of

Three thousand five hundred sixty one and 84/100---------- DOLLARS

($3,561.84) evidenced by one promissory note of even date herewith in favor of

the beneficiary, including 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-six (36) consecutive monthly

installments of Ninety eight and 94/100---------- DOLLARS

($ 98.94), each, and a final installment of $ -0- , unless sooner paid,

commencing on the 25th 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

State of Mississippi, and more particularly described as follows: to-wit:

Lot Three Hundred Seventeen (317), Section B, Southaven Subdivision, in Section 23, Township 1 South, Range 8 West, as shown in Plat Book 2, Pages 14, 15 and 16, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi.

w.c. jackson, the printer, grenada, miss.

CANCELLED BY AUTHORITY RECORDED IN BOOK
224 PAGE 141
THIS 21 DAY OF April 1978
H. G. Ferguson
CHANCERY CLERK

This Deed of Trust is secondary, junior and inferior to that certain Deed of Trust executed by the Grantors herein to James R. Houston, Trustee for Allied Investment Company, Beneficiary, dated August 14, 1962, filed for record September 5, 1962, in Real Estate Trust Deed, Book 65 at Page 289 at 11:50 A.M., said Deed of Trust being assigned to King's Highway Savings Bank, dated September 15, 1962, filed for record on September 17, 1962, at 11:00 A.M., in Book 65 at Page 430 in the Office of the Chancery Court Clerk of DeSoto County, Mississippi.

The entire principal sum secured hereby with all interest and charges accrued thereon and all other amounts secured hereby shall at the option of the beneficiary or the owner or holder of this said note or notes, be and become at once due and payable in the event of the transfer or sale by the grantor of the property or land covered hereby.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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during the continuance of this deed of trust keep the buildings and improve
loss or damage by fire, storm, war damage and other hazard in such reliable
be acceptable to the beneficiary, for the maximum amount of insurance ob-
approved by beneficiary, and all policies covering the same shall contain the proper
, if any, payable to the beneficiary, his successors or assigns, and shall be deliver-
ed to the beneficiary
or holder of the notes secured hereby as additional security. In case of loss
and payment by any
, the amount of insurance money so paid shall be applied either on the indebted-
ness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary
. 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 May 19 76

Hugh Joyner Jr
HUGH JOYNER, JR.
Brenda E Joyner
BRENDA E. JOYNER

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 Hugh Joyner, Jr. and Wife, Brenda E. Joyner 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 May 19 76

My Commission Expires: My Commission Expires Jan. 31, 1981

Notary Public

STATE OF MISSISSIPPI, COUNTY
I, the undersigned Chancery Clerk, do hereby certify that the within instrument was filed for record at 9 o'clock
of the 3rd day of June 1976, and that the same has been recorded in Book No. 200 of REAL ESTATE Trust Deed
Witness my signature and seal of office, this the 3rd day of June 1976.

50 A. 3rd 200 578 June

3rd June

5.00

CANCELLED BY AUTHORITY RECORDED IN BOOK 228 PAGE 495
THIS 25 DAY OF July 1978
H. G. Ferguson
CHANCERY CLERK

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between
B. E. PEPPER and Wife, LANITA C. PEPPER
of the first part, hereinafter designated as the Grantor(s),
George S. McIngvale Trustee, of the second part, hereinafter designated as Trustee, and
GRENADA BANK, at 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 three and 52/100---------- DOLLARS ($ 2003.52) evidenced by one promissory note of even date herewith in favor of the beneficiary, ~~XXXXX~~ including interest at the rate of 10 per centum per annum after , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

In Forty eight (48) consecutive monthly installments of Forty one and 74/100---------- DOLLARS ($ 41.74), each, and a final installment of $ -0- , unless sooner paid, commencing on the 15th day of July , 19 76 , and continuing on the same day of each successive month thereafter until fully paid.

WHEREAS, the said grantor(s) desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor(s), or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor(s) does hereby convey and warrant unto the said trustee, the property situated in the State of Mississippi, and more particularly described as follows: to-wit:

Lot 175, Section A Revised, Southaven Subdivision as per plat thereof recorded in Plat Book 2, Pages 4-5 in the Office of the Chancery Clerk of DeSoto County, Mississippi, said lot being situated in Section 14, Township 1, Range 8.

w.e. jackson, the printer, grenada, miss.

The entire principal sum secured hereby with all interest and charges accrued thereon and all other amounts secured hereby shall at the option of the beneficiary of the owner or holder of said note or notes be and become at once due and payable in the event of the transfer or sale of the grantor of the property in the land covered hereby.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 1st day of June 19 76

B. E. PEPPER

LANITA C. PEPPER

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named B. E. Pepper and Wife, Lanita C. Pepper who severally acknowledged that signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 1st day of June 19 76

My Commission Expires: _____

My Commission Expires Jan. 31, 1980

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock A. M. this 3rd day of June, 1976, and that the same has been duly recorded in Book 200 of REAL ESTATE Trust Deeds on page 574

3rd June 1976.

30 A. 3rd 200 574 June

5.00

582

Paid, Satisfied and Cancelled
This 3 day of June 19 83
Joel Walker
Trustee

Attest
W. D. Ferguson
Chancery Clerk By: T. E. Davis, D.C.

DEED OF TRUST

This indenture made this 22nd day of May, 19 76, between Willie B. Littleton and wife, Lois A. Littleton

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 $ 4,950.00, evidenced by one promissory note of even date due and repayable in 84 equal monthly installments of $ 77.16, ~~and one~~ ~~xxxx

Paid, Satisfied and Cancelled
This 8th day of Feb 1980
DeSoto Title Co., Inc. Trustee
Guy L. Ingrole, Pres.
Attest:
H. Y. Ferguson
Chancery Clerk
M. Minnie

DEED OF TRUST

This indenture made this 27th day of May, 19 76, between William C. Walker, Jr. and wife, Mildred Walker

called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party, WITNESSETH:

WHEREAS, the First Party are indebted to the Second Party in the sum of $3,062.50, evidenced by one promissory note of even date due and repayable in 60 equal monthly installments of $ 51.05, ~~xxxx

584

Paid, Satisfied and Cancelled
This 29th day of July 1982
DeSoto Title Co., Inc. Trustee
George M Bryan
President
Attest:
D. D. Ferguson
Chancery Clerk
By: D.T.C. D.C.

DEED OF TRUST

This indenture made this 22nd day of May, 19 76, between David E. Pittman and wife, Grace Pittman

called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party, WITNESSETH:

WHEREAS, the First Party are indebted to the Second Party in the sum of $ 3,945.00, evidenced by one promissory note of even date due and repayable in 84 equal monthly installments of $ 46.97, ~~and one installment of $~~ _____, the first installment due the 15th day of July, 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 314 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.

David E. Pittman

Grace Pittman

Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named David E. Pittman and wife, Grace Pittman, 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 May, 19 76.

Agnes Weatherly
Notary Public

My commission expires:
My Commission Expires January 17, 1979

STATE OF MISSISSIPPI DESOTO COUNTY
I certify this instrument was filed for record at 10 o'clock
30 A 3 day of June 1976, and that the same has
200 Page 584 been recorded in the records of REAL ESTATE Trust Deed
3
2.50 June 1976.
D. D. Ferguson D.C.

Paid, Satisfied and Cancelled
This 16th day of June 1983
DeSoto Title Co., Inc. Trustee
Jesse M. Bryan Vice President
Attest: W. D. Ferguson
Chancery Clerk
By: F. E. Davis, D.C.

DEED OF TRUST

This indenture made this 21st day of May, 19 76, between Charles V. Countryman and wife, Ona T. Countryman called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party, WITNESSETH:

WHEREAS, the First Party are indebted to the Second Party in the sum of $ 6,509.25, evidenced by one promissory note of even date due and repayable in 84 equal monthly installments of $ 77.50, ~~and one installment for the balance~~, the first installment due the 1st day of July, 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 355 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.

Charles V. Countryman
Ona T. Countryman
Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Charles V. Countryman and wife, Ona T. Countryman, 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 21st day of May, 19 76.

Agnes Matherly
Notary Public

My commission expires:
My Commission Expires January 17, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 3 day of June 1976, and that the same has been recorded in Book 200 Page 585 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 3 day of June 1976.
Fee 2.50
W. D. Ferguson CLERK

586

Paid, Satisfied and Cancelled

This 16th day of June 83

DeSoto Title Co., Inc., Trustee

George A. McSwade
President

Attest: W. D. Ferguson
Chancery Clerk

By: J. E. Davis, D.C.

DEED OF TRUST

This indenture made this 24th day of May, 19 76, between Forrest Hall and wife, Lois C. Hall called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party, WITNESSETH:

WHEREAS, the First Party are indebted to the Second Party in the sum of $ 6,443.50, evidenced by one promissory note of even date due and repayable in 84 equal monthly installments of $ 76.71, ~~xxxx

Paid, Satisfied and Cancelled
This 1st day of June 19 81
DeSoto Title Co., Inc. Trustee
George L. McDonald
President
Attest:
H. D. Ferguson
Chancery Clerk By: T.E. Davis, D.C.

DEED OF TRUST

This indenture made this 25th day of May, 19 76, between Doris D. Ragland and wife, Letha W. Ragland called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party, WITNESSETH:

WHEREAS, the First Party are indebted to the Second Party in the sum of $ 2,940.00, evidenced by one promissory note of even date due and repayable in 60 equal monthly installments of $ 49.00, ~~and xxxxxxxxxxxxxxxx~~, the first installment due the 1st day of July, 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 109 in Section A of Chickasaw Bluff Lakes Subdivision as shown on Plat appearing of record in Plat Book 6, pages 18-22 in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 7, Township 3, Range 9, West.

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.

Doris D. Ragland
Letha W. Ragland
Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Doris D. Ragland and wife, Letha W. Ragland, 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 May, 19 76.

Agnes Weatherly
Notary Public

My commission expires:
My Commission Expires January 17, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A M. 3 day of June 1976, and that the same has
been recorded in Book 200 Page 587 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 3 day of June 1976.
H. D. Ferguson CHANCERY CLERK

2.50 pd.

588

DEED OF TRUST

This indenture made this 27th day of May, 1976, between William C. Walker, Jr. and wife, Mildred Walker called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party, WITNESSETH:

WHEREAS, the First Party are indebted to the Second Party in the sum of $ 3,062.50, evidenced by one promissory note of even date due and repayable in 60 equal monthly installments of $ 51.05, ~~and one installment~~, the first installment due the 1st day of July, 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 18 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, West.

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.

William C. Walker Jr.

Mildred Walker

Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named William C. Walker, Jr. and wife, Mildred Walker, 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 27th day of May, 1976.

Notary Public

My commission expires:
My Commission Expires January 17, 1979

30 A 3
200 588 June

3 June

2.50

CANCELLED BY AUTHORITY RECORDED IN BOOK 204 PAGE 422
THIS 4 DAY OF Oct 19 76
H. L. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Memphis Chair Co., Inc.

To DEED OF TRUST

The Hernando Bank

THIS INDENTURE, Made this 31st day of May 19 76
between Memphis Chair Co., Inc.
of the first part,
and The Hernando Bank of the second part,
WITNESSETH, That whereas, said part Y of the first part, being indebted to the said part Y of the second part in the sum of Twenty Thousand Dollars ($20,000.00)
evidenced by one (1) promissory note of even date bearing interest as provided in the note, due and repayable on or before six (6) months from date,

during the life of this trust deed

and any further amount that the party of the second part may furnish the party of the first part during the year 1976 not to exceed $80,000.00
and the part Y of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part Y of the first part paid by Joel P. Walker Trustee, the part Y of the first part ha S this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: XXXXXXXXXX
XXXXXXXXX

590

*This instrument prepared by: Robert E. Royal, Attorney
930 Sterick Building
And Return to: Memphis, Tennessee 38103

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Register's Office of DeSoto County, Mississippi, certain real property was conveyed by the hereinafter named grantor S to David A. Gustafson 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
Joseph Ronald Brewer And Wife, Cheryl B. Brewer	2/6/76	Book 196 Page 115	Lot 737, Section "F", Carriage Hill Subdivision, Plat Book 6, Pages # 3 & 4, Office of the Chancery Court Clerk of DeSoto County, Mississippi.

NOW, THEREFORE, in consideration of the premises the undersigned Illinois-Central Employees' Credit Union as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claimS and conveyS unto said grantorS, their heirs and assigns all its right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, Illinois-Central Employees' Credit Union, covenants with the said grantorS that it he is the legal owner and holder of the notes described in and secured by said trust deed, and that it the has S the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said Illinois-Central Employees Credit Union has hereunto set its hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 3rd. day of June 19 76.

Illinois-Central Employees' Credit Union
BY: Robert E. Royal
Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

On this _____ day of _____, 19____, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written.

_____ Notary Public

My commission expires _____ day of _____, 19____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared Robert E. Royal with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Asst. Sec. President of the Illinois-Central Employees Credit Union the within named bargainor, a corporation, and that he as such Asst. Sec. 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. Sec. President.

WITNESS my hand and seal at office in Memphis, Tennessee this 3rd. day of June 19 76

Lila D. Low
Notary Public

MY COMMISSION EXPIRES NOVEMBER 22, 1976
My commission expires _____ day of _____ 19____

* Do not write below this line - FOR REGISTERS USE ONLY *

STATE OF MISSISSIPPI COUNTY
I certify that this instrument was filed for record at 10 o'clock
30 A 3 of June 1976, and that the same has
200 590 been recorded in the records of REAL ESTATE Trust Deed
of said county.
Witness my signature this 3 day of June 1976.
H. H. Simmons Clerk

fees 2.50

Assignment of this Instrument Recorded in Real Estate T10 Book No. 220 Page 627 This the 18 day of Jan. 1978
D. B. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate T10 Book No. 204 Page 110 This the 21 day of Sept. 1926
D. B. Ferguson Clerk

VA Form 26-6322 (Direct Loan)
Revised March 1974
Section 1811, Title 38 U. S. C.

MISSISSIPPI

PURCHASE-MONEY

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 1st day of June, 1976 by and between

GLEN ROSE, JR. and his wife, MARY E. ROSE

, hereinafter called the Grantor; J. M. BAILEY

, hereinafter called the Trustee, and the Administrator of Veterans' Affairs, an Officer of the United States of America, whose principal office and post office address is Veterans Administration, Washington, D. C., and his successors in such office, as such, hereinafter, with his successors and assigns, called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar ($1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DESOTO, State of Mississippi, to wit:

Lot 792, Section "B", DeSoto Village Subdivision, in Sections 33 and 34, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 8, Pages 12 through 15, in the office of the Chancery Clerk of DeSoto County, Mississippi.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

continued ruling Corp

ASSIGNMENT OF THIS INSTRUMENT RECORDED IN Real Estate T10 BOOK
NO. 787 PAGE 362
THIS THE 11 DAY OF Oct 1995
W. E. Davis CHANCERY CLERK
By M. Taylor D.C.

Assignment of this Instrument Recorded in Real Estate T10 Book No. 309 Page 645 This the 4 day of April 1985
D. B. Ferguson Clerk

Government Nat'l. Mtg Assn

ASSIGNMENT OF THIS INSTRUMENT RECORDED IN Real Estate T10 BOOK
NO. 942 PAGE 458
THIS THE 17th DAY OF October 1995
W. E. Davis CHANCERY CLERK
By: D. Harkreader

Assignment of this Instrument Recorded

Marit Financial Services Corp

ASSIGNMENT OF THIS INSTRUMENT RECORDED IN Real Estate T10 BOOK
NO. 787 PAGE 361
THIS THE 11 DAY OF Oct 1995
W. E. Davis CHANCERY CLERK
By M Taylor D.C.

Assignment of this Instrument Recorded in Real Estate T10 Book No. 334 Page 680 This the 28 day of March 1985
D. B. Ferguson Clerk
by: I. S.

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NOTICE: This is a purchase money deed of trust. Any valid satisfaction, cancellation, partial release, or foreclosure hereof shall likewise apply to the vendor's lien retained by Beneficiary on said property.

To Have and to Hold the same unto the Trustee and unto his successors and assigns, forever.

In Trust, However, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of TWENTY-THREE THOUSAND Dollars ($ 23,000.00), with interest from date at the rate of NINE per centum (9 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of the Loan Guaranty Officer, Veterans Administration Center, Jackson, Mississippi, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of ONE HUNDRED EIGHTY-FIVE & 07/100 Dollars ($ 185.07), commencing on the FIRST day of JULY , 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 JUNE , XX 2006 .

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary on the installment due date of each month until the note is fully paid as trustee (under the terms of this trust as hereinafter stated):

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
(II) interest on the note secured hereby; and
(III) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiary's option, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall as trustee apply, at the time of the commencement of such proceedings, or at the time the property is otherwise ac-

quired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be TEN per centum (10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate specified in the note first described above and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate specified in the note first described above, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

10. He will not execute or file of record any instrument which imposes a restriction upon the sale or occupancy of the property described herein on the basis of race, color or creed.

If Grantor fails to pay when due any sum secured hereby or fails to abide by or perform any of the covenants or agreements contained herein, be adjudicated bankrupt or made defendant in a bankruptcy or receivership proceeding; then, in any such event, Beneficiary may, at his option, declare all indebtedness secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DESOTO County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, acting by and through an official of the Veterans Administration appointed and qualified pursuant to Sections 212 and 1820, Title 38, U. S. Code, and Sections 36:4342 and 36:4520 of the Regulations issued thereunder, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

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The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

Title 38, United States Code and the Regulations issued thereunder shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended and supplemented to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Glen Rose Jr.
GLEN ROSE, JR.

Mary E. Rose
MARY E. ROSE

STATE OF MISSISSIPPI,
COUNTY OF } ss:

Personally appeared before me, the undersigned authority in and for said County, the within named GLEN ROSE, JR. and MARY E. ROSE, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 3rd day of June, 1976.

My Commission Expires March 18, 1978

Notary Public

STATE OF MISSISSIPPI

Trust

for

at 10:30 A.M.

day of

, 19

$17.25

COUNTY

STATE OF MISSISSIPPI
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A 3 200 June 591 1976, and that the same has been recorded in the records of REAL ESTATE Trust Deed of said County.
Witness my hand this the 3 day of June 1976.

Fees $ 5.00

SEAL H. P. Ferguson CLERK

RECORDED BY AUTHORITY RECORDED IN BOOK 204 PAGE 252
THIS 28 DAY OF Sept. 1976
W. D. Williams
CHANCERY CLERK

Mississippi Bankers Association
UCC Form No. 4
September, 1967

FORM No. 4

DEED OF TRUST AND SECURITY AGREEMENT

Land — Farm Products — Farm Equipment

THIS agreement, this day made and entered into between A.D. Million and Viola Million

a (an) Individual (Corporation—Partnership—Individual)

of the first part, hereinafter designated as the Debtor, whose address is Rt. 2 Box 200 (Street)

Nesbit (City) DeSoto (County) Mississippi (State) 38651,

said address being Debtor's Residence (Place of Business—Residence);

William H. Austin, Attorney Trustee, of the second part, hereinafter designated as Trustee; and

First National Bank, Hernando 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 One thousand nineteen and 16/100 Dollars ($ 1,019.16) evidenced by promissory note of even date herewith in favor of Bank, bearing interest at the rate of 10.000 per centum per annum after date, providing for the payment of reasonable attorney's fees in case of default and being due and payable as follows, to-wit:

12 monthly installments of $84.93 each, first installment due on the 28th of June, 1976, and each succeeding installment due on the 28th day of each succeeding month, until indebtedness is paid in full.

WHEREAS, Debtor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the Debtor, or either of them, may now or hereafter owe Bank, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of One Dollar ($1.00) cash in hand paid by Trustee, the receipt of which is hereby acknowledged, Debtor does hereby convey and warrant unto Trustee the following described land located in the County of DeSoto, State of Mississippi, to-wit:

TRACT I. The West Half of the Southwest Quarter of the Southeast Quarter of Section 29, Township 2, Range 8 West, containing 20 acres, more or less, and being a part of the land conveyed by Mrs. Aline G. Hilbun (executed by L. B. Hilbun, attorney in fact) to A. D. Millon and wife, Viola Millon by Warranty Deed of date, March 18, 1952, of record in Book 39, Page 58, of the deed records of said County.

TRACT II. The East 20 acres of the South 100 acres of the Southwest Quarter of Section 29, Township 2, Range 8 West, and being a part of the same land conveyed to A. D. Millon and wife, Viola Millon by C. C. Gartrell by Warranty Deed of date, December 22, 1942, of record in Deed Book 30, Page 347 of the deed records of said County.

TRACT III. Beginning at a stake on the West line of the East 160 acres of the Northeast One Quarter of Section 14, Township 2, Range 9 West, said stake being 25.21 chains West of the Northeast corner of said Section and 26.82 chains South of North line of said Section, thence North 86 degrees 05 minutes East 5.94 chains to a stake, thence South 84 degrees 50 minutes West 5.94 chains to a stake; thence North 5 degrees 20 minutes West 28.48 chains to the point of beginning, containing 16.9 acres of land and being Lot No. 7 of the Sam W. McCluskey Survey of the Aaron Clayton Estate Subdivision made March 1946 and being the same lands conveyed to Viola Millon by Odell Clayton, et al, by Warranty Deed of date, April 6, 1946, and being of record in Book 32, Pages 333-334, of the land deed records of said County.

LAWYERS-GREENWOOD 33178

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 17th day of May, 19 76

FIRST NATIONAL BANK, HERNANDO
(Bank)

By R. A. Taylor

(Debtor) A. D. Million

Viola Million

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 A.D. Million and Viola Million

who severally acknowledged that they (he—she—they) signed and delivered the above and foregoing deed of trust and security agreement on the day and year therein mentioned.

Given under my hand and official seal, this the 17th day of May, 19 76

Norma J. Page
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)

respectively of the above

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 minutes A M. 3 day of June 1976, and that the same has
been recorded in Book 200 Page 595 of the records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 3 day of June 1976.

Fees $ 5.00

H. H. Ferguson CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK
231 PAGE 704
THIS 6 DAY OF Dec. 1978
H. D. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

AARON R. GOOLSBY, ET UX

To { DEED OF TRUST

THE HERNANDO BANK, BENEFICIARY

THIS INDENTURE, Made this ____ day of June 2 19 76
between AARON R. GOOLSBY and wife, JOAN G. GOOLSBY,
of the first part,
and THE HERNANDO BANK, of the second part,
WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part y of the second part in the sum of Eleven Thousand, One Hundred Twenty-two and 80/100 Dollars ($11,122.80), evidenced by one promissory note of even date herewith and being due and payable in sixty (60) equal monthly installments of $185.38 monthly, including both principal and interest, with the first of said installments being due and payable on or before the 10th day of July, 1976, and monthly thereafter until paid in full, with interest from maturity as provided in the said note.

~~and it further appears that the party of the second part may from time to time during the year advance or expend sums for the benefit of the party of the first part~~
and the part ies of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by William L. Rone Trustee, the part ies of the first part ha ve this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~All of the separate and~~ ~~products of every kind that may now or hereafter be on said land, and all the rents, issues and profits thereof, and~~ ~~during the year 1976 and thereafter, and~~ ~~any elevator, or other machinery or fixtures now or hereafter attached to or used in connection with the operation of any thereof, and~~

Ten (10) acres, more or less, situate in Section 35, Township 3 South, Range 8 West, DeSoto County, Mississippi, and being more particularly described as BEGINNING at a point in the east right-of-way of Robertson Gin Road, said point being also the northwest corner of the Stanfill Tract and also being 414.7 feet north of the south line of the Northwest Quarter of Section 35, Township 3 South, Range 8 West; thence northwardly along said road right-of-way 313.0 feet to a point; thence north 85 degrees 21 minutes east and parallel to the north line of the said Stanfill Tract, 1391.7 feet to a point; thence southwardly and parallel to said road right-of-way 313.0 feet to a point; thence south 85 degrees 21 minutes to the Stanfill north line and continuing west along said line 1391.7 feet to the point of beginning and containing 10.0 acres, more or less.

The Grantors reserve the right to pay any part of or all of the above indebtedness before maturity without penalty.

A failure to pay said installments when due shall operate to cause the entire unpaid indebtedness, together with interest thereon, to become immediately due and payable at the option of the owner and holder of said note of even date herewith.

The Grantors covenant and agree to secure, keep and maintain fire and extended insurance coverage on any improvements on the above described lands, with a loss payable clause in favor of The Hernando Bank, or as interest may appear, and in an amount as required by said bank, or assigns.

It is understood and agreed that this Deed of Trust is second and subordinate to that certain deed of trust executed by the Grantors herein to The Federal Land Bank of New Orleans dated June 4, 1973, as of record in Trust Deed Book 161, Page 89, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the ____ day of as stated above 19____, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part y of the second part its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature S the date written above.

/s/ Aaron R. Goolsby
/s/ Joan G. Goolsby

Witness
Witness

STATE OF MISSISSIPPI, DESOTO COUNTY.
Personally appeared before me, the undersigned authority of said County, the within named Aaron R. Goolsby and his wife, Joan G. Goolsby,
who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.
Given under my hand and official seal, this 2nd day of June 19 76.
My Commission Expires July 1, 1977 (SEAL)
My Commission Expires:
By Beverly B Shutt 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 10 o'clock
been recorded in Book of REAL ESTATE Trust Deed
of said County.

30 A 3 200 598 June 3 June 1976.

2.50

H. D. Ferguson

ASSIGNMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other valuable considerations, the receipt , amount and sufficiency of which is hereby acknowledged, the undersigned does hereby transfer, sell, assign and deliver unto

Government National Mortgage Association

of Washington, D. C. , that certain Deed of Trust executed by

Larry Dean McCullar and wife, Wanda Mae McCullar

to G. L. Oates , Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 22nd day of April 1976 encumbering certain lands in the County of DeSoto , State of Mississippi, which said Deed of Trust is recorded in Book 199 at Page 41 in the Office of the Chancery Clerk of DeSoto County Mississippi , all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness in the original principal amount of $ 31,300.00 thereby secured.

IN WITNESS WHEREOF the undersigned has caused this assignment to be executed by its duly authorized officers, and its corporate seal to be affixed thereto on the 28th day of May, 1976

WORTMAN & MANN, INC.

BY: _____
Thomas J. Tompkins, Vice President

ATTEST:

BY: _____
Charles M. Kelly, Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Thomas J. Tompkins and Charles M. Kelly , who acknowledged that they, as Vice President and Vice President respectively, for and on behalf of and by authority of said Wortman & Mann, Inc, signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto on the day and year therein mentioned for the intent and purpose therein expressed.

Given under my hand and official seal of office, this 28th day of May, 1976

My Commission Expires August 2, 1979

_____
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 3 day of June 1976, and that the same has been recorded in Book 200 Page 599 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 3 June 1976.

2.50

600

CANCELLED BY AUTHORITY RECORDED IN BOOK
300 PAGE 365
THIS 13 DAY OF July 19 83
W. D. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1968)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between Joe T. Cheshier and wife Dorothy S. Cheshier of the first part, hereinafter designated as the Grantor, T. W. Rose Trustee, of the second part, hereinafter designated as Trustee, and Railway Mail Service Credit Union of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Seventeen Thousand and No/100----------DOLLARS ($ 17,000.00) 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 in 120 equal amortized monthly installments of $224.40 each, with the first installment due on or before the 28th day of June, 1976 and one 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:

20.0 acres more or less situated in Section 19, Township 3 South, Range 5 West, DeSoto County, Mississippi and being more particularly described as beginning at the northeast corner of Section 19, Township 3, Range 5 West; thence west along north line said section 2448.4 feet to center of Red Banks Road; thence southeasterly along center said road 1269.1 feet to the point of beginning of the following tract of land, said point being the southwest corner of Tract 2 of the Division of the McKinney property; thence north 84 degrees east 1112.8 feet to a point in the east line said McKinney property; thence south 6 degrees 36 minutes east along said east line 1429.6 feet to a point; thence south 84 degrees west along south line of said property186.2 feet to a point; thence north 6 degrees 36 minutes west along west line said property 660 feet to a point; thence south 84 degrees west along south line said property 540 feet to a point in center of Red Banks Road; thence northwesterly along center saud road as

Copyright Mississippi Bankers Association

follows: north 38 degrees, 25 minutes west 86 feet; north 43 degrees 30 minutes west 497 feet; north 16 degrees 24 minutes west 247 feet; and north 4 degrees 45 minutes west 59.9 feet to the point of beginning and containing 20.0 acres, more or less.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 2 day of June 1976

Joe T. Cheshier
Joe T. Cheshier

Dorothy S. Cheshier
Dorothy S. Cheshier

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 T. Cheshier and wife Dorothy S. Cheshier 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 2 day of June 1976

My Commission Expires: 9-24-79

Debbie C. Pennington
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A 3 day of June 1976, and that the same has
been recorded in Book 200 Page 600 records of REAL ESTATE Trust Deed

3

5.00

2 June

APPOINTMENT OF SUBSTITUTED TRUSTEE

STATE OF MISSISSIPPI

COUNTY OF DESOTO

By virtue of the authority vested in the beneficiary, namely, Bank of Mississippi, in a certain deed of trust given by James L. Murphy, Inc., a Mississippi corporation, and James L. Murphy, individually, bearing date of February 17, 1975, which said deed of trust is recorded in Land Trust Deed Book 183, page 397, the Chancery Clerk's Office of DeSoto County, Mississippi, the Bank of Mississippi, said beneficiary in said deed of trust, does hereby appoint and substitute James E. Woods as Trustee instead of James W. Amos, named in said deed of trust, the said James W. Amos not being able and willing to execute said trust.

This the 31 day of May, 1976.

BANK OF MISSISSIPPI

By C. W. Kelly
C. W. Kelly, President -
Olive Branch Branch

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid, C. W. Kelly, President of above named Bank of Mississippi, Olive Branch Branch, a corporation, who acknowledged that for and on behalf of said corporation, he signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein written as the act and deed of said corporation, being thereunto first duly authorized so to do.

GIVEN under my hand and official seal of office, this the 31 day of May, 1976.

Debbie C. Remington
Notary Public

My Commission Expires:
9-24-79

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 3 day of June 1976, and that the same has been recorded in Book 200 Page 603 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 3 day of June 1976.

2.50

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CANCELLED BY AUTHORITY RECORDED IN BOOK 203 PAGE 357
THIS 24 DAY OF August 19 76
B. H. Ferguson
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK ___ PAGE ___ THIS ___ DAY OF ___ 19__ CHANCERY CLERK

Mississippi Bankers Association (P.C.A. No. 1 Dec. 1955) LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

Almac Construction Company, Inc.

of the first part, hereinafter designated as the Grantor,

James E. Woods **Trustee, of the second part, hereinafter designated as Trustee, and**

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-nine Thousand, Six hundred and No/100 ---------- **DOLLARS**

($ 29,600.00) **evidenced by** one promissory note **of even date herewith in favor of the beneficiary, bearing interest at the rate of** 10 **per centum per annum after** date , **providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:**

Due and repayable on or before November 22, 1976.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto

State of Mississippi, and more particularly described as follows, to-wit:

Lot 32, Section B, Holiday Hills Subdivision being situated in Section 34, Township 1, Range 6 West, DeSoto County, Mississippi as per plat recorded in Plat Book 11, pages 11 and 12 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

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Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 21st day of May 1976

ALMAC CONSTRUCTION COMPANY, INC.

B. G. Allen, President

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 21st day of May 1976.

My Commission Expires: My Commission Expires Feb. 3, 1979

Betty L. Hollowell
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 21st day of May 19 76

Notary Public

My Commission Expires: 9-24-79

LAND DEED OF TRUST

from

to

Trustee

Filed for Record June 3, 19 76

10:30 o'clock A. M.

H. W. Ferguson, Clerk

STATE OF MISSISSIPPI
DeSoto County } Chancery Court

I certify that this Deed of Trust was filed for record in my office at 10:30 o'clock A. M., on the 3 day of June, 19 76 and was duly recorded the day of , 19 , on page , in my office.

Book No.

Witness my hand and seal of office, this day of , 19

Clerk

D. C.

PUBLISHED BY HEDERMAN BROTHERS
JACKSON, MISSISSIPPI

Pd. 5-00

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 3 day of June 1976, and that the same has been recorded in Book 200 Page 604 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 3 day of June 1976.

Fees $ 5.00 pd.

SEAL H. W. Ferguson CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK
209 PAGE 686
THIS 28 DAY OF March 1977
H. D. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

Almac Construction Company, Inc.

of the first part, hereinafter designated as the Grantor,

James E. Woods Trustee, of the second part, hereinafter designated as Trustee, and

The Bank of Mississippi of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of

Twenty-Seven, Thousand, Three Hundred and No/100----------DOLLARS

($ 27,300.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10 per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Due and repayable on or before November 22, 1976.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto
State of Mississippi, and more particularly described as follows, to-wit:

Lot 27, Section B, Holiday Hills Subdivision being situated in Section 34, Township 1, Range 6 West, DeSoto County, Mississippi as per plat recorded in Plat Book 11, pages 11 and 12, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 24th day of May 1976

ALMAC CONSTRUCTION COMPANY, INC.

B. G. Allen, President

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 24th day of May 1976.

My Commission Expires Feb. 2, 1979

My Commission Expires: _____

Notary Public

STATE OF MISSISSIPPI
COUNTY OF

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid,

B. G. Allen and R. E. McIvor, President and Secretary

respectively of the above named ALMAC CONSTRUCTION COMPANY, INC.

a corporation, who severally acknowledged that for and on behalf of said corporation, they signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein written as the act and deed of said corporation, being thereunto first duly authorized so to do.

Given under my hand and official seal of office, this the 24 day of May 1976

Notary Public

My Commission Expires: 9-24-79

DEED OF TRUST

from

to

Trustee

Filed for Record June 3, 1976

10:30 o'clock A. M.

H. G. Ferguson Clerk

STATE OF MISSISSIPPI } Chancery Court
DeSoto County }

I certify that this Deed of Trust was filed for record in my office at 10:30 o'clock A. M., on the 3 day of June, 1976 and was duly recorded the day of , 19 , on page Book No. in my office.

Witness my hand and seal of office, this day of , 19

Clerk

D. C.

PUBLISHED BY HEDERMAN BROTHERS
JACKSON, MISSISSIPPI

OD-5-00

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 3 day of June 1976, and that the same has been recorded in Book 200 Page 608 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 3 day of June 1976.

Fees: 5.00 pd.

SEAL H. G. Ferguson CLERK

612

STATE OF MISSISSIPPI)
) RELEASE AND CANCELLATION OF DEED OF TRUST
COUNTY OF DeSOTO)

WHEREAS, LEROY ALLISON and MARY BAILEY ALLISON, his wife, of DeSoto County, Mississippi, hereinafter referred to as "First Party", and GULF OIL CORPORATION, a Pennsylvania corporation, entered into a Deed of Trust, dated October 27, 1962, which was recorded in Book 66, page 147, in the Office of Clerk of the Chancery Court of DeSoto County, Mississippi; and

WHEREAS, the indebtedness for which the Deed of Trust was given as security has been paid in full and all obligations under the above referred to agreement has been fully performed.

NOW, THEREFORE, GULF OIL CORPORATION does hereby acknowledge the performance and satisfaction by said First Party of their obligations under said Deed of Trust, and the Clerk of the Chancery Court of DeSoto County, State of Mississippi, is hereby authorized, empowered and directed to mark said agreement cancelled and satisfied of record.

THIS AGREEMENT, executed in triplicate, and dated this 16th day of January, 1974.

Signed and sealed in the presence of:

GULF OIL CORPORATION

Approved as to form and content by CBB

C B Barrentine

L D Lass

By J. C Bostick
Vice President,
Gulf Oil Company - U. S.
Division of Gulf Oil Corporation

Attest J. D. Marquis
Assistant Secretary
Gulf Oil Corporation

MISS. (G)
1/25/73

STATE OF GEORGIA)
)
COUNTY OF FULTON)

I hereby certify that on this day before me, a Notary Public duly authorized in the State aforesaid and in the County aforesaid to take Acknowledgments, personally appeared W. C. BICKEL and J. D. MARQUIS, to me known and known to be the persons described in and who executed the foregoing instrument as Vice President of Gulf Oil Company - U. S., a Division of Gulf Oil Corporation, and Assistant Secretary of Gulf Oil Corporation, respectively, of the Corporation named therein, and severally acknowledged before me that they executed the same as such officers in the name and on behalf of Gulf Oil Corporation.

WITNESS my hand and official seal in the County and State as aforesaid this 16th day of January, A. D., 1974.

Notary Public

My Commission Expires:

Notary Public, Georgia State at Large
My Commission Expires Mar. 30, 1975

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 3 day of June 1976, and that the same has been recorded in Book 200 Page 612 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 3 day of June 1976.

Fees $ 3.00 pd. SEAL H. P. Ferguson CLERK

614

STATE OF MISSISSIPPI)
)
COUNTY OF DeSOTO)

RELEASE AND CANCELLATION OF DEED OF TRUST

WHEREAS, LEROY ALLISON, of DeSoto County, Mississippi, hereinafter referred to as "First Party", and GULF OIL CORPORATION, a Pennsylvania corporation, entered into a Deed of Trust, dated September 4, 1963, which was recorded in Book 73, page 459, in the Office of Clerk of the Chancery Court of DeSoto County, Mississippi; and

WHEREAS, the indebtedness for which the Deed of Trust was given as security has been paid in full and all obligations under the above referred to agreement has been fully performed.

NOW, THEREFORE, GULF OIL CORPORATION does hereby acknowledge the performance and satisfaction by said First Party of their obligations under said Deed of Trust, and the Clerk of the Chancery Court of DeSoto County, Mississippi, is hereby authorized empowered and directed to mark said agreement cancelled and satisfied of record.

THIS AGREEMENT, executed in triplicate, and dated this 16th day of January, 1974.

Signed and sealed in the presence of:

R. Barrentine

R. N. Lax

GULF OIL CORPORATION

By W. C. Britton
Vice President
Gulf Oil Company U. S. A.
Division of Gulf Oil Corporation

Attest J. D. Waggoner
Assistant Secretary
Gulf Oil Corporation

Approved as to form and content by CBB

MISS. (G)
1/25/73

STATE OF GEORGIA)
)
COUNTY OF FULTON)

I hereby certify that on this day before me, a Notary Public duly authorized in the State aforesaid and in the County aforesaid to take Acknowledgments, personally appeared W. C. BICKEL and J. D. MARQUIS, to me known and known to be the persons described in and who executed the foregoing instrument as Vice President of Gulf Oil Company - U. S., a Division of Gulf Oil Corporation, and Assistant Secretary of Gulf Oil Corporation, respectively, of the Corporation named therein, and severally acknowledged before me that they executed the same as such officers in the name and on behalf of Gulf Oil Corporation.

WITNESS my hand and official seal in the County and State as aforesaid this 16th day of January, A. D., 1974.

Notary Public

My Commission Expires:

Notary Public, Georgia State at Large
My Commission Expires Mar. 30, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 3 day of June 1976, and that the same has been recorded in Book 200 Page 614 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 3 day of June 1976.

Fees $ 3.00 pd.

SEAL H. H. Ferguson CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK
232 PAGE 291
THIS 16 DAY OF Oct 1978
H. S. Ferguson
CHANCERY CLERK

DEED OF TRUST

THIS DEED OF TRUST is made this 27th day of May, 1976, among the Grantor, WILLIAM ROBERT LEWIS and wife, BETTY JOYCE LEWIS,

Tom B. Scott, Jr. (herein "Borrower"), and the Beneficiary, Unifirst Federal Savings & Loan Association (herein "Trustee"), organized and existing under the laws of the United States of America, a corporation whose address is 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 73, Pleasant Hill Estates East Subdivision, Section B, in Section 7, Township 2, Range 6, as per plat thereof recorded in Plat Book 12, Pages 26-31, inthe 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 part of the purchase price of the property described above.

Together with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To Secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Forty-Seven 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 June 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.

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7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DeSoto County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

William Robert Lewis —Borrower

Betty Joyce Lewis —Borrower

Lot 73, Pleasant Hill

Olive Branch, Miss.
Property Address

STATE OF MISSISSIPPI, DeSoto COUNTY SS:

Personally appeared before me, the undersigned authority in and for said County and State, the within named William Robert Lewis and Betty Joyce Lewis who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 27th day of May, A.D., 19 76

My Commission expires:
1-8-80

Deborah B. Ansbro
Notary Public

NOTARY PUBLIC

RETURN TO:
W. F., R. & B., LTD.
P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38671

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock and 30 minutes A. M. 3 day of June 19 76 and that the

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 3 day of June 1976, and that the same has been recorded in Book 200 Page 616 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 3 day of June 1976.

Fees $ 5.00 pd. SEAL H. P. Ferguson CLERK

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CANCELLED BY AUTHORITY. RECORDED IN BOOK 526 PAGE 401
THIS 15 DAY OF Nov. 19 90
W. E. Davis
Chancery Clerk by [illegible] D.C.

Assignment of this Instrument Recorded in Book No. 251 Page 711
This the 8 day of Nov. 1979
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 1st day of June, 1976, by and between

ARTHUR F. BELOATE and wife, JO CAROLYN BELOATE,

, 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 151 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 3114, Section O, 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 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-Four Thousand Two Hundred Fifty and No/100 -------- Dollars ($ 24,250.00), with interest from date at the rate of Eight & one-half per centum (8.5 %) per annum on the balance remaining from time to time unpaid, principal and interest being payable at the office of

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 Eighty-Six and 48/100 ---------- Dollars ($ 186.48), commencing on the first day of July, 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 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. That he will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary on the first day of each month until the note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (½) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under *(b)* of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under *(b)* of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of *(a)* of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of *(b)* of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under *(b)* of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under *(a)* of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the indebtedness secured hereby, whether due or not.

9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within sixty (60) days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the said time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebtedness secured and intended to be secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed

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in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note, or the duly authorized Attorney-in-Fact of either, is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Arthur F. Beloate

Arthur F. Beloate

Jo Carolyn Beloate

Jo Carolyn Beloate

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 Arthur F. Beloate and Jo Carolyn Beloate, 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 June, 19 76.

NOTARY PUBLIC

Deborah B. Ansbro
Notary Public

My Commission expires:
1-8-80

STATE OF MISSISSIPPI

COUNTY OF Desoto

I, H. H. Ferguson, Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at 10. 30 o'clock A.M., on the 3 day of June 19 76, and was recorded in Vol. , Record of Deeds, pages , on the day of 19

STATE OF MISSISSIPPI COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 minutes A.M. 3 day of June 1976, and that the same has
been recorded in Book 200 Page 620 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 3 day of June 1976.

Fees 5.00 REAL H. H. Ferguson CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That XXXXXXXXX Bank of Mississippi

of Olive Branch Miss. the beneficiary, does hereby certify that a certain trust deed bearing date the 12th day of April 1969, made and executed by Herman R. & Carol Turpen of Olive Branch, Miss. to Bank of Mississippi the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Land Trust Deed Record No. 109 on page 158 of the Record of Trust Deeds, on the 21st day of April, A. D. 19 69, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

Bank of Mississippi Olive Branch, Miss.

Peggy Mitchell

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority A Notary Public in and for County and State aforesaid, Peggy Mitchell who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 28th day of May A. D. 1926

My Commission Expires Feb. 3, 1979

Betty L Hollowell
Olive Branch, Miss.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A M. 3 day of June 1976, and that the same has
been recorded in Book 200 Page 623 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 3 day of June 1976.

Fees: 2.50 pd.

H. H. Ferguson CLERK

624

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST — Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi

of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed

bearing date the 30th day of May 19 69, made and executed by Herman Turpen and wife,

Carol Turpen of Olive Branch Miss., to Bank of Mississippi

the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto

County, in the State of Mississippi in Land Trust Deed Record No 110 on page 78

of the Record of Trust Deeds, on the 2nd day of June 1969, A. D. 19 , is now fully paid

and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto

County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

Bank of Mississippi, Olive Branch, Miss.

Leggy Mitchell

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority A Notary Public

in and for County and State aforesaid, Peggy Mitchell who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 25th day of May A. D. 1976

NOTARY PUBLIC — My Commission Expires Feb. 3, 1979

Bill L Hollowell
Olive Branch, Miss

LAWRENCE-GREENWOOD 82844

STATE OF MISSISSIPPI, DeSoto COUNTY
I certify that this instrument was filed for record at 10 o'clock
30 minutes A 3 day of June 1976, and that the same has
been recorded in Book 200 Page 624 records of REAL ESTATE Trust Deed
of said County.
Witness my signature this the 3 day of June 1976.

Fees 2.50

H. H. Ferguson CLERK

625

Assignment of this Instrument Recorded in Real Estate T/D Book 207 Page 719 No. 202 Page 542
In the 20 day of Jan 19 76 This the 28 day of July 19 76
H. D. Ferguson H. D. Ferguson Clerk

CANCELLED BY AUTHORITY, RECORDED IN BOOK 2182 PAGE 144 THIS 24 DAY OF March 2005 MISSISSIPPI
W E Davis
CHANCERY CLERK
J B Clerkadx

VA Form 26-6321 (Home Loan)
Revised January 1974. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 31st day of May, 1976, by and between

Roy E. Rose and wife, Mei Chu Rose

, hereinafter called the Grantor;
G. L. Oates , hereinafter called the Trustee, and

Assignment of this Instrument Recorded in Real Est T/D Book No. 362 Page 726 This the 15 day of April 1986
H. D. Ferguson Clerk
D.S.

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 , 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 787, Section "D", Greenbrook Subdivision, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 9 at pages 42-43 thereof, reference to which is hereby made in aid of and as a part of the description.

The funds derived from the indebtedness secured by this deed of trust have been entirely used to pay the seller all or part of the purchase price of the property described above.

Should the Veterans Administration fail or refuse to issue its guaranty of the loan secured by this mortgage under the provisions of the Servicemen's Readjustment Act of 1944, as amended, in the full amount committed upon by the Veterans Administration, within sixty days from the date the loan would normally become eligible for such guaranty, the mortgagee herein may, at its option, declare all sums secured by this mortgage immediately due and payable.

Assignment of this Instrument Recorded in Real estate T/D Book.
No. 754 Page 640
This the 8th day of Nov. 1988
by: W. C. Davis Clerk
by D. Gray 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;

To Record
Assignment of this Instrument Recorded in Real Estate T/D Book
No. 521 Page 432
This the 13 day of March 1990
W. E. Davis Clerk
by N Graham D.C.

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To Have and to Hold the same unto the Trustee and unto his successors and assigns, forever.

In Trust, However, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Twenty-Nine Thousand One Hundred and no/100—Dollars ($ 29,100.00), 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 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 Thirteen and 59/100 Dollars ($ 213.59), commencing on the first day of July , 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 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. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
(ii) interest on the note secured hereby; and
(iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be Ten per centum (10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Roy E. Rose

Mei Chu Rose

CERTIFIED TO BE A TRUE COPY THIS
31 DAY OF May, 1976
Barbara J. Crutchfield
NOTARY PUBLIC

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me, the undersigned Authority in and for said County, the within named Roy E. Rose and Mei Chu Rose, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 31st day of May, 1976.

Barbara J. Crutchfield
Notary Public

My Commission Expires:
3-8-80

NOTARY PUBLIC

SISSIPPI

rust

3:30 P.M.

of said County,
ing conveyance
office on the
June
day of
, 19

STATE OF MISSIS
I certify that
30 minutes P. M.
been recorded in
of said County.
Witness my

Fee: 5.00

COUNTY
instrument was filed for record at 3 o'clock
day of June 1976, and that the same has
Page 625 records of REAL ESTATE Trust Deed
this the 4 day of June 1976.
SEAL H. P. Ferguson CLERK

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Assignment of Instrument Recorded in
Real Estate T/D Book
No. 202 Page 192
This the 16 day of July 19 76
H. I. Ferguson Clerk

CANCELLED BY AUTHORITY, RECORDED IN BOOK
541 PAGE 108
THIS 8th DAY OF May 19 91
W. E. Davis
Chancery Clerk
by D. Taylor, D.C.

VA Form 26-6321 (Home Loan)
Revised January 1974. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 28th day of May, 1976, by and between

ROBERT I. FRAZIER and wife, CHUNG S. FRAZIER,

, hereinafter called the Grantor; David G. Williams and Milburn K. Noell, Jr., hereinafter called the Trustee, and

FIRST NATIONAL BANK OF MEMPHIS,

, a corporation organized and existing under the laws of the United States of America, having its principal office and post-office address at 165 Madison Avenue, Memphis, Tn. 38103, hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar ($1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DeSoto, State of Mississippi, to wit:

Lot 368, Section B, Revised, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 8, Page 51, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

The mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, or guaranteed under the provisions of the Servicemen's Readjustment Act of 1944, as amended, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed. Upon any violation of this undertaking, the mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

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To Have and to Hold the same unto the Trustee and unto his successors and assigns, forever.

In Trust, However, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of TWENTY-SIX THOUSAND SIX HUNDRED FIFTY Dollars ($ 26,650.00), 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-five & 61/100 Dollars ($ 195.61), 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. 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 Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be one per centum (1.0 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) ha ve hereunto set their hand(s) the day and year herein first written above.

Robert I. Frazier

Chung S. Frazier

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO } ss:

Personally appeared before me , the undersigned Notary Public in and for said County, the within named Robert I. Frazier and Chung S. Frazier , 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 May , 1976.

Deborah B. Arono
Notary Public

My Commission expires:

NOTARY PUBLIC

RETURN
W., F., R. &
P. O. BO
SOUTHAVEN, MISSISSIPPI 38671

Trust

at: 10:30 A.

of said County,
ing conveyance
office on the

day of
19 .

Clerk of Chancery.

STATE OF MISSISSIPPI COUNTY
I certify that instrument was filed for record at 10 o'clock
30 minutes A. 4 ay of June 1976, and that the same has
been recorded in 200 Page 629 records of REAL ESTATE Trust Deed
of said County.
Witness my this the 4 day of June 1976.

Fees 5.00

SEAL H. R. Ferguson CLERK

DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF Desoto

WHEREAS, Charles K. Kelsey and Wife Irene Kelsey

parties of the first part,

are justly indebted unto Key Mart Inc of Olive Branch
HOLDER
party of the second part, in the sum of

Two Hundred Sixty One dollars and six cents DOLLARS

($ 261.06) as evidenced by a promissory note, dated 5-27-76, 19____,

and due and payable in 13 installments of $ 20.00 each beginning 7-1-76
and like payments on the same day of each successive month thereafter until paid in full, and being desirous to secure by this Deed of Trust, the prompt payment of said indebtedness at the respective maturity dates of the installments due together with any extention or renewal thereof with interest thereon, and any other indebtednesses now or hereafter becoming due and owing to the beneficiary by the grantor(s) prior to the payment of the indebtedness herein described and secured, or any extention or renewal thereof, or any part thereof;

NOW THEREFORE, I,

hereby sell, convey, and warrant unto Jim Amos Olive Br. Ms. as Trustee, the
NAME OF TRUSTEE CITY STATE

following described real property situated in Desoto County, State of Mississippi, to-wit:

One acre in the Northwest Quarter of section One (1), Township Two (2) Range Seven (7) West beginning 1815 feet South and 989.8 feet East of the Northwest corner of said Section, said point being also the southeast corner of the Marria B. Gray tract: thence in a northerly direction with the Gray east line 327 feet to a point: thence in an Easterly direction 133.2 feet to a point: thence in a southerly direction 327 feet to a point: thence in a Westerly direction 133.2 feet to the point of begging.

TO HAVE AND TO HOLD, the aforedescribed real estate, together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the said party of the second part, its successors and assigns, in fee simple forever, and the said parties of the first part do hereby covenant with the said party of the second part, its successors and assigns, that they are lawfully seized in fee of the aforesaid described real estate; that they have a good right to sell and convey the same; that the same is unincumbered,

and that the title and quiet possession thereto they will and their heirs and personal representatives shall warrant and forever defend against the lawful claims of all persons.

IN TRUST, however, that if at any time the indebtedness herein secured, or interest thereon, or any renewals or extensions thereof, or of any part or installment thereof, with interest thereon, or any other indebtednesses becoming due and owing by the grantor(s) to the beneficiary prior to the payment of the indebtedness herein secured, should be past due and unpaid, the beneficiary herein, their legal representatives, successors (heirs) or assigns, may declare all indebtedness at that time owing due and payable; and the Trustee herein named or any substituted Trustee shall, at the request of the beneficiary herein, their legal representatives, successors (heirs) or assigns, sell the property herein conveyed at

public outcry to the highest bidder for cash, within legal hours, in front of the Court House in Desoto County, Mississippi, on a day to be fixed by such Trustee, after first giving three weeks' notice of the time, place and terms of said sale by advertisement in some

newspaper published in Desoto County, Mississippi, and having a general circulation therein, and by posting notice thereof at the Court House in said county; and shall, out of the proceeds of said sale pay: first, all costs and expenses of making said sale, including a reasonable Trustee's fee therefor; and next, the entire amount of the indebtedness at that time owing to the beneficiary herein by the grantor(s), with interest thereon up to the date of making said sale; the overplus, if any there be, to be paid to the grantor(s), his (their) (its) legal representatives, heirs (successors) or assigns.

If grantor fails to provide the insurance and pay all taxes, assessments or other governmental charges, as herein provided, the beneficiary, or any future holder of the indebtedness secured hereby, may secure and pay such insurance, and pay such taxes, assessments, and other governmental charges, and all expenditures for such purposes shall become an indebtedness of the grantor, due upon demand, and the payment of the same shall be secured by this instrument.

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The holders may substitute a corporation or person as 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 holder of the indebtedness secured hereby, if there be more than one beneficiary, then any one of them, or (2) any future holder of the indebtedness secured hereby, or any part thereof. It shall not be necessary for the holders to obtain the consent or resignation of the original trustee, or any successor, before appointing another trustee in his place, and any such appointee, who may be an agent, employee, or officer of the beneficiary, shall have full and sole power as trustee herein.

WITNESS 2 signature(s), this the 27 day of May, 19 76

WITNESSES:

R. L. Elkins

Irene Kelsey

STATE OF MISSISSIPPI

County Of Desoto

Personally appeared before me the undersigned authority in and for the above named county and state, the within named, Charles and Irene Kelsey, who acknowledged before me that they signed and delivered the above and foregoing instrument of writing on the day and date therein mentioned as their own act and deed.

Given unto my hand and official seal, this the 27 day of May, 19 76

MY COMMISSION EXPIRES: 7-23-77

NOTARY PUBLIC

STATE OF MISSISSIPPI

County Of

Personally appeared before me the undersigned authority in and for the above named county and state, the within named, one of the subscribing witnesses to the foregoing Deed of Trust, who being first duly sworn, deposeth and saith that he saw the within named , whose name(s) (is) (are) subscribed thereto, sign, seal and deliver the same to the said HOLDER and that he, this deponent, subscribed his name as a witness thereto in the presence of the said on the day and year herein named.

Sworn to and subscribed before me this the day of , 19

MY COMMISSION EXPIRES:

NOTARY PUBLIC

Trustee

Clerk

Clerk, D. C.

within named Trust

day of 19

that the same to-

knowledgment, is

page

my office.

cial seal, this the

19

Memo 38451

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock

30 minutes A. M. on the 4 day of June 1976, and that the same has

been recorded in Book 4 Page 633 records of REAL ESTATE Trust Deed

of said County.

Witness my hand and official seal this the 4 day of June 1976.

Fee 3.00

SEAL H. H. Ferguson CLERK

Appointment of Successor Trustee of this instrument Recorded in Real Estate T.B
Book No. 288 Page 177
This 5 day of Oct. 19 82
W. D. Ferguson Clerk

Appointment of Successor Trustee of this instrument Recorded in Real Estate T.B
Book No. 281 Page 723
This 23 day of March 19 82
W. D. 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 ROY A. HURST and REBECCA G. HURST, his wife residing in DeSoto County Mississippi, whose post office address is P. O. Box 270; Walls, Mississippi 38680, grantor(s), herein called "Borrower," and AARON R. GOOLSBY,

as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, beneficiary, herein called the "Government," and:

WHEREAS, Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
June 2, 1976.	$22,890.00	8.50 per cent	June 2, 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 632, Section "D", Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the Office of the Chancery Clerk of said county in Plat Book 10, Pages 32 and 33.

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together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for himself, his heirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determined.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.

(17) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(18) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.

(19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.

(20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

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(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to ayone because of race, color, religion, sex or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion, sex, or national origin.

(24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(25) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Jackson, Mississippi 39201, and in the case of Borrower to him at his post office address stated above.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

WITNESS the signature(s) of Borrower this 2nd day of June, 19 76.

/ Roy A. Hurst
Roy A. Hurst

/ Rebecca G. Hurst
Rebecca G. Hurst

STATE OF MISSISSIPPI
COUNTY OF DeSOTO } ss: ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within-named ROY A. HURST and REBECCA G. HURST, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 2nd day of June, 19 76.

William H. Bostick
(Signature)

NOTARY PUBLIC
(Title)

(SEAL)

My Commission Expires: My Commission Expires May 15, 1979

STATE OF MISSISS
I certify that
no liens A. 4
been recorded
of said County.
WITNESS my
200 635
5.00

COUNTY
instrument was filed for record at 10 o'clock
y of June 1976, and that the same has
records of REAL ESTATE Trust Deed
the 4 day of June 1976.
H. H. Jernigan

CANCELLED BY AUTHORITY RECORDED IN BOOK
228 PAGE 531
THIS 26 DAY OF July 1978
H. D. Ferguson
CHANCERY CLERK

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Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

ALBERT J. BALESTRINO and wife, JOSEPHINE G. BALESTRINO,

Party of the first part, hereinafter designated as the Grantor,

Travis Cohea, Trustee, of the second part, hereinafter designated as Trustee, and

COMMERCIAL & INDUSTRIAL BANK,

Party of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of

FIFTY-FIVE THOUSAND and NO/100 ----------DOLLARS

($ 55,000.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate as provided in said promissory note

, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

The sum of $55,000.00, plus accrued interest, due and payable on demand, and if no demand is made, due on or before Six (6) Months from date.

This Deed of Trust is being re-recorded to fill in the day of execution. Cancellation and satisfaction of this Deed of Trust will serve to satisfy and cancel that originally filed Deed of Trust in Book 200, Page 473, in the office of the Chancery Clerk of DeSoto County, Mississippi.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto,

State of Mississippi, and more particularly described as follows, to-wit:

Lot 8, 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.

Copyright Mississippi Bankers Association

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Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 883 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 27th day of May, 19 76.

Albert J. Balestrino

Albert J. Balestrino

Josephine G. Balestrino

Josephine G. Balestrino

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Albert J. Balestrino and Josephine G. Balestrino, 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 May, 19 76.

My Commission Expires: My Commission Expires January 8, 1980

Deborah B. Ansbro
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
A. M., and that the name has
been entered in Book ESTATE Deed
of said records, this day of 1976.

30 A. , 4
200 639

$ 5.00 pd

H. G. Ferguson

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CANCELLED BY AUTHORITY RECORDED IN BOOK 380 PAGE 354
THIS 22 DAY OF Oct. 19 76
W.B. Ferguson Jr.
CHANCERY CLERK

Mississippi Bankers Association
USO 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 J.W. (Bill) Flynn and Shirley W. Flynn

a (an) Individual
(Corporation—Partnership—Individual)

of the first part, hereinafter designated as the Debtor, whose address is Box 174 A Highway 51
(Street)

Horn Lake, DeSoto Mississippi 38637
(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, 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 Six thousand nine hundred ninety-four and 56/100 Dollars ($ 6,994.56) evidenced by one (1) promissory note of even date herewith 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:

Forty-eight (48) monthly payments of $145.72 each beginning on the 13th day of June, 1976, with a like payment due and payable on the 13th day of each and every successive month thereafter 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:

1.0 acres, more or less, in Section 2, Township 2 South, Range 8 West, DeSoto County Mississippi and described as beginning the northwest corner of the Oscar Hopper property as recorded in Deed Book 36, page 502 in the office of the Chancery Clerk of DeSoto County, Mississippi, said point also being 2,621.47 feet and south 84° 44' 16" west of the northeast corner of Section 2, Township 2 South, Range 8 West, DeSoto County, Mississippi, run thence south 2° 50' east a distance of 168.80 feet to a point; thence run North 87° 33' 35" east a distance of 255.60 feet to a point; thence run North 6° 11' 18" west a distance of 180.91 feet to a point; thence run south 84° 49' 06" west a distance of 245.21 feet to the point of beginning and containing 1.0 acres more or less.

LEGAL BLANK CO., MEMPHIS, TENN.

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

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pegion; (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 7th day of May, 19 76

FIRST NATIONAL BANK, HERNANDO
Bank

By R. H. Taylor

J. W. (Bill) Flynn
Debtor

By Shirley W. Flynn

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 J.W. (Bill) Flynn and Shirley W. Flynn

who severally acknowledged that they (he—she—they) signed and delivered the above and foregoing deed of trust and security agreement on the day and year therein mentioned.

Given under my hand and official seal, this the 7th day of May, 19 76

Irene T. Pope
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,

STATE OF MISSISSIPPI TO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
no minutes A. M. on the 4 day of June, 1976, and that the same has
200 been recorded in Page 642 of the records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal of office this the 4 day of June, 1976.

Fee $ 5.00

SEAL H. H. Ferguson CLERK

PARTIAL RELEASE

For and in consideration of the sum of TEN DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, SNEED BROTHERS of Memphis, Tennessee, ---------- does hereby release from the lien of the Deed of Trust given by THOMPSON AND WIYGLE, A Partnership, ---------- for the benefit of the said SNEED BROTHERS, ----------

which Deed of Trust is dated November 9 , 19 62, and recorded in Deed of Trust Book 67, Page 291 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 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.

In all other respects said Deed of Trust recorded in Deed of Trust Book 67, Page 291 shall remain in full force and effect.

The Chancery Court Clerk of DeSoto County, Mississippi, is hereby authorized to record this Partial Release and make a proper notation upon the margin of said Deed of Trust.

WITNESS the signature of the Grantor this, the 1st day of June, 1976.

SNEED BROTHERS
Memphis, Tennessee

By _____
(Name)
_____
(Title)

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STATE OF TENNESSEE

COUNTY OF SHELBY

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, (Name) Rowland M. Sneed, the (Title) Partner of SNEED BROTHERS of Memphis, Tennessee, who acknowledged that he signed and delivered the foregoing Partial Release as the act and deed of said Sneed Brothers of Memphis, Tennessee, on the date mentioned therein and for the purposes expressed.

GIVEN under my hand and Official Seal this, the 1 day of June, 1976.

(SEAL)

NOTARY PUBLIC

My Commission Expires: 6-22-1976

STATE OF MISSISSIPPI DESOTO COUNTY

I certify that this instrument was filed for record at 10 o'clock A.M. 4 day of June 1976, and that the same has been recorded in Book 200 Page 645 records of REAL ESTATE Trust Deed of said County.

Witness my hand this the 4 day of June 1976.

Fees $ 3.00

SEAL H. H. Ferguson CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 219 PAGE 359
THIS 13 DAY OF Dec. 19 76
D. B. Bridgforth
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1956)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

CECIL E. WHITE and wife, WANDA J. WHITE, Party

of the first part, hereinafter designated as the Grantor,

D. B. Bridgforth, Jr., Trustee, of the second part, hereinafter designated as Trustee, and

THE HERNANDO BANK,

Party of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of ELEVEN THOUSAND and NO/100 ----------DOLLARS ($ 11,000.00) evidenced by a promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of Ten per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

The sum of $11,000.00, with interest from date at the rate of Ten percent (10%) per annum, due on or before December 28, 1976.

Makers herein specifically reserve the right to prepay, in whole or in part, the indebtedness secured hereby without premium, penalty or fee.

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, Maragay Subdivision, in Section 26, Township 1, Range 7 West, DeSoto County, Mississippi, as shown by plat appearing of record in Plat Book 14, Pages 19-20, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor, this the 2nd day of June 19 76

Cecil E. White

Cecil E. White

Wanda J. White

Wanda J. White

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 Cecil E. White and Wanda J. White, who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 2nd day of June, 19 76.

My Commission Expires: 1-8-80

NOTARY PUBLIC

Deborah B. Ansbro
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
and has been recorded in Book ... Page ... of ... REAL ESTATE Trust Deed
of ... 1976.

30 A. 4 200 647 June 4 June

$5.00 pd

H. G. Ferguson

650

Paid, Satisfied and Cancelled This 3 day Oct 19

Joe Love

Attest: D. W. Ferguson Chancery Clerk By D.C. McCain, D.C.

Deed of Trust

Oak Hill Baptist Church

To { DEED OF TRUST

Joe Love

THIS INDENTURE, Made this 3rd day of June, 19 76

between Oak Hill Baptist Church

of the first part,

and Joe Love

of the second part,

WITNESSETH, That whereas, said party Y of the first part, being indebted to the said party Y of the second part in the sum of Four Thousand Five Hundred Dollars ($4,500.00) evidenced by a promissory note of even date, bearing 7% interest from date, due and repayable in 120 equal amortized monthly installments of $52.25 each, first of said installments shall be due September 15, 1976 and one installment due each succeeding month thereafter until paid in full with each installment to be applied first toward accrued interest and the balance to the reduction of principal

~~and to secure further amount that the party of the second part may furnish the party of the first part during the year 19 and to secure~~ ~~pursuant to the same value due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part~~ ~~and the part of the first part having agreed to secure the prompt~~ paid by George S. McIngvale Trustee, the party of the first part ha this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~All of the aforesaid products of every kind that~~ ~~and all the crops of every kind to be grown by~~ ~~kind, as are hereby mortgaged, as well as I landlord or tenant or otherwise, during the year 19 on the land that~~ ~~and all the aforesaid crops not to be cultivated by landlord or tenant and all~~ ~~following implements of every kind and~~

Land lying and being situated in the County of DeSoto and State of Mississippi, described as follows, to-wit: 1-1/4 acres in the middle part of the West Half of the Northeast Quarter of Section 16, and 3/4 acres in the middle part of the Southwest Quarter of the Southwest Quarter of Section 9, all in Township 4, Range 8, containing 2 acres, more or less, and bing the same land conveyed to the Trustees of the Oak Hill Baptist Church by William M. Anderson by Warranty Deed of date February 23, 1880 of record in Book 2, Page 459 of the deed records of said County, LESS AND EXCEPT 1/2 acre on the west side 70 yards north and south and 17-1/2 yards east and west conveyed to DeSoto County for school purposes (known as the Williams School) by the Deacons of the Oak Hill Colored Baptist Church by Warranty Deed of date October 16, 1934, of record in Book 24, Page 171 of the deed records of said County, and LESS AND EXCEPT that certain parcel deeded to DeSoto County, Mississippi, for widening of Wheeler Road of record in Book 70, page 167 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. Makers of said note shall have the right to pay all or any part of the said indebtedness before maturity without penalty.

It is agreed that the building upon said property shall be insured and kept insured against loss byfire and windstorm in a standard insurance company with proper mortgage clause in favor of second party in an amount that will fully protect the security of this loan, and that this trust deed shall cover any premiums that may be paid by second party for the protection of this security.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part Y of the first part promptly pay the above stated indebtedness on or before the maturity date thereof, 19 then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part, its ~~assigns~~ or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature S the date written above.

Oak Hill Baptist C hurch

~~xxxxxBy:~~ By: Fanny H. Williams Secy

By: Jim H. Phillips

By: George Clark

By: L. D. McGhee

By: Robert Faulk

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me, the undersigned authority of said County, the within named Etsde Love, Jim H. Phillips, George Clark, Fanny H. Williams, and Rev. L. D. McGhee who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 3rd day of June, 76

(SEAL)

My Commission Expires: 3-1-78

By Rebecca Hill Notary Public Clerk D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Before me, of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposeth and saith that he saw the above named

STATE OF MISSISSIPPI COUNTY

I certify that this instrument was filed for record at 9 o'clock

no. A. 4 minutes A. M. of the 4 day of June 1976, and that the same has been recorded in Book 200 of records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal of office this 4 day of June 1976.

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2.50

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That JOHN PAUL HAIRE and wife, AGNES T. HAIRE, the beneficiary, does hereby certify that a certain trust deed bearing date the 4th day of October, 19 72, made and executed by JOHN T. WILEY and wife, VIRGINIA M. WILEY, to JOHN PAUL HAIRE, ET UX, the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No. 148 on page 586 of the Record of Trust Deeds, on the 5th 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.

John Paul Haire
John Paul Haire

Agnes T. Haire
Agnes T. Haire

STATE OF MISSISSIPPI, DeSoto County. Of

Personally came and appeared before me, the undersigned authority, a Notary Public in and for County and State aforesaid, JOHN PAUL HAIRE and wife, AGNES T. HAIRE, each who acknowledged that they signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 18 day of May, A. D. 19 76.

(SEAL)

Martha Frances Bullock
NOTARY PUBLIC

My Commission Expires: Sept 1-1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock A. M. 4 June, 1976, and that the same has been recorded in Book 200 651 of the records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal of office this 4 June 1976.

H. H. Ferguson, Jr. CH

2.50

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Lot 73, Pleasant Hill

STATE OF MISSISSIPPI
COUNTY OF DESOTO

ORDER TO CLERK TO CANCEL
DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi, the beneficiary, does hereby certify that a certain trust deed bearing date of the 22nd day of September, 19 76, made and executed by William R. Lewis and wife, Betty J. Lewis 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 191, Page 155, of the Records of Trust Deeds, on the 24th day of September, 19 76, is now fully paid and satisfied; and I/we, as beneficiary, do hereby authorize the Clerk of the Chancery Court of said County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

THIS the 28th day of May, 19 76.

ATTEST:

By BANK OF MISSISSIPPI

By: Peggy Mitchell
Supervisor of Loan Department

STATE OF Miss.
COUNTY OF DeSoto

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Peggy Mitchell and , who acknowledged that as Supervisor of and Loan Department, respectively, for and on behalf of and by authority of Bank of Mississippi, 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 28th day of May, 1976.

Bill L. Hollowell
Notary Public

My commission expires:
My Commission Expires Feb. 3, 1979

STATE OF MISSISSIPPI
COUNTY
Instrument was filed for record at 10 o'clock
of June 1976, and that fee has
REAL ESTATE
1976.

30 P. 4
200 652 June

4 June

2.50

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1968)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between
RAY MILLER et ux., LINDA MILLER

of the first part, hereinafter designated as the Grantor,

D. RUSSELL JONES, JR. Trustee, of the second part, hereinafter designated as Trustee, and

JOHN M. LOVELACE et ux.,
CAROLYN A. LOVELACE 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 and No/100---------- DOLLARS

($ 4,500.00) evidenced by promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 8 per centum per annum after , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

an installment note for $4,500.00 together with interest thereon in the amount of 8% per annum after date on the unpaid balance and payable in installments as follows:

Two Hundred Three and 53/100 Dollars to be due and payable on or before July 1, 1976, and a like installment to be due and payable on the same date of each of the succeeding Twenty-Threemonths, making the final payment to be due and payable on or before June 1, 1978.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the State of Mississippi, and more particularly described as follows, to-wit:

Lot 1239, Section "B" Southaven, West Subdivision, in Section 23, Township 1 South, Range 8 West, as per plat thereof of record as recorded in Plat Book 2, Pages 48 and 49 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 2nd day of June 1976

Ray Miller

Linda Miller

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 RAY MILLER ET UX., LINDA MILLER who severally acknowledged that signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 2nd day of JUNE 1976

My Commission Expires: My Commission Expires Nov. 2, 1977

Notary Public.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 55 minutes A. M. 4 day of June 1976, and that the same has been recorded in Book 200 Page 653 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 9 day of June 1976.

Fees $ 5.00 pd.

SEAL H. P. Ferguson CLERK

656

Deed of Trust

Ida May S. Couch, et vir
Grantors
To { DEED OF TRUST
W.E. Wilroy, Trustee for
T.P. Flinn, Jr.,
Beneficiary

THIS INDENTURE, Made this 4th day of June 19 76
between Ida May S. Couch and husband, Rufus Couch, (also known as Ida Mae Couch) of the first part,
and T.P. Flinn, Jr., party of the second part,
WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part Y of the second part in the sum of Eleven hundred fifty dollars ($1150.00) evidenced by their one promissory note of like amount and even date herewith, bearing interest at the rate of 10% per annum from date, due and payable on June 4, 1976. Interest payable annually.

and any further amount that the party of the second part may furnish the party of the first part during the ~~ownership~~ life of this trust deed not to exceed ------$500.00---------- and the part ies of the first part having agreed to secure the prompt payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by W.E. Wilroy Trustee, the part ies of the first part ha ve this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural ~~products of every kind that~~ ---------- now on hand, and all the crops of every kind on the premises by ---------- and ---------- now cultivated, or some to be cultivated or hereafter planting the year 19---- on the land described ---------- further known and designated as ---------- and all ---------- farming implements of every kind and

Part of Lots 256 and 257, in Section 13, Township 3, Range 8 West, as said lots are designated on the official map of said Town, together with all buildings and improvements thereon located, and with said lands being described as follows: Beginning at a point on the East side of the public street known as College Street in the Town of Hernando, where the same is intersected by a public street or alley running West; thence North along the East side of College Street a distance of 85 feet, more or less, to a point; thence East a distance of 60 feet to a point; thence North a distance of 30 feet to a point on the South line of the Ida Robinson tract of land as more particularly described in the Will of Lizzie H. Boykin, deceased, in Will Book 6, Page 181, of the Will records of said county; thence East a distance of 180 feet, more or less, along the south line of the said Ida Robinson tract to the east line of said Lot No. 256; thence south a distance of 115 feet, more or less, to the southeast corner of said Lot No. 256; thence west along the south line of Lot No. 256 and lot No. 257 a distance of 240 feet, more or less, to the point of beginning, and being the same lands included in deeds to Lula Starks or record in Book 22, Page 490, Book 38, Page 334, of the deed records of said county, and the lands included in deeds to Stephen Starks and Lula Starks of record in Book 15, Page 193, and Book 17, Page 478, of the deed records of said County, and the lands devised to Lula Starks under the Will of Lizzie H. Boykin, deceased, of record in Will Book 6, Page 181 of the Will records of said county, BUT LESS AND EXCEPT FROM SAID LANDS a lot of land in the southeast corner of said Lot No. 256 that is 75 feet long in a north and south direction and 92 feet wide in an east and west direction and which was conveyed to Freddie White and wife, by deed dated March 25, 1960, and of record in Book 47, Page 582, of the deed records of said county, and to which reference is made for an accurate description of said exception, and which exception was surveyed by J.E. Lauderdale, C.E., when deed made to said White.
**

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt ies he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the same as aforesaid ~~same~~ date, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred hereon, and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part y of the second part, ~~assigns or legal representatives, may at any time appoint a Trustee to act in his stead~~ his

Witness our signature S the date written above.

Witness

Ida Mae Couch

Witness

Rufus Couch

STATE OF MISSISSIPPI, DESOTO COUNTY
Personally appeared before me the undersigned authority in and for said County, the within named Ida May S. Couch and husband, Rufus Couch (also known as Ida Mae Couch)
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 June 19 76.
MY COMMISSION EXPIRES: 8-11-76 (SEAL)
By Faye G. Daniels Notary Public

*** It is agreed that the building upon said property shall be insured and kept insured against loss by fire and windstorm in a standard insurance company with proper mortgage clause in favor of second party in an amount that will fully protect the security of this loan, and that this trust deed shall cover any premiums that may be paid by second party for the protection of this security.

It is further agreed that any taxes paid on said property by party of the second part are fully covered by this trust deed.

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 June 1976, and that the same has been recorded in Book 200 Page 656 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal of office this 4 day of June 1976.
Paid, Satisfied and Cancelled
Fees $ 2.50 pd. This 23rd day of March 19 81
SEAL K. H. Ferguson CLERK
T. P. Flinn, Jr.

Attest
H Y Ferguson
Chancery Clerk
By: J E Davis D C

...id, Satisfied and Cancelled
...ils 18th day of April 1985
George S. McIngvale
Trustee

Attest
W. E. Davis Jr. D.C.
Chancery Clerk

Assignment of this Instrument Recorded in
Real Estate Trust Book
No. 271 Page 399
This the 10 day of April 1981
W. E. Davis Jr. Clerk

FOR REAL ESTATE, CHATTEL OR BOTH

Thomas L. Jones, et ux

To { DEED OF TRUST

Stanley L. Wender and
Sidney M. Katz, Trustees

THIS INDENTURE, Made this 25th day of May 19 76
between Thomas L. Jones and wife, Marie B. Jones
of the first part,
and Stanley L. Wender and Sidney M. Katz, Trustees, of the second part,
WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part ies of the second part in the sum of Five Thousand Seven Hundred Fifty Dollars ($5,750.00) evidenced by a promissory note of even date, bearing 10% interest from date, due and repayable in 168 equal amortized monthly installments of $63.73 each, first of said installments shall be due July 1, 1976 and one installment due each succeeding month thereafter until paid in full with each installment to be applied first toward accrued interest and the balance to the reduction of principal

payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies paid by George S. McIngvale Trustee, the part ies of the first part ha ve bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz:

Lot282, Section D, DeSoto Woods Subdivision in Section 1, Township 2, Range 8 West, DeSoto County, Mississippi, as appears of record in Plat Book 10, Page 39 in the office of the Chancery Clerk of DeSoto County, Mississippi.

A failure to pay said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of said note. Makers of said note shall have the right to pay all or any part of the said indebtedness before maturity without penalty.

Should the Trustee at any time before said property, or any part thereof, undisposed of as security for said debt ies, be any then forthwith take possession of said property, and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the maturity date thereof and ies they this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part ies of the second part, their assigns or legal representatives, ma at any time appoint a Trustee to act in his stead.

Witness our signature s the date written above.

Witness

Thomas L. Jones
Marie B. Jones

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me the undersigned authority of said County, the within named Thomas L. Jones and wife, Marie B. Jones 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 May 19 76

My Commission Expires:
5-6-78

(SEAL)

Rebecca Lott
Notary Public

Clerk
By D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY

of said County, this day personally appeared the above named ... of Trust, who, being first duly sworn,

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 0 minutes P. M. 4 day of June 1976, and that the same has been recorded in Book 200 Page 657 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 9 day of June 1976.

Fees $ 2.50 pd.

SEAL H. W. Ferguson CLERK

658

FOR REAL ESTATE, CHATTEL OR BOTH

Robert J. Barclay, et ux

To { DEED OF TRUST

Stanley L. Wender and
Sidney M. Katz, Trustees

THIS INDENTURE, Made this 19th day of May 19 76
between Robert J. Barclay and wife, Edna B. Barclay
of the first part,
and Stanley L. Wender and Sidney M. Katz, Trustees of the second part,

WITNESSETH, That whereas, said parties of the first part being indebted to the said party of the second part in the sum of Six Thousand Dollars ($6,000.00) evidenced by a promissory note of even date, bearing 10% interest from date, due and repayable in 168 equal amortized monthly installments of $66.50 each, first of said installments shall be due July 1, 1976 and one installment due each succeeding month thereafter until paid in full with each installment to be applied first toward accrued interest and the balance to the reduction of principal

~~and a further amount that the party of the second part must furnish the party of the first part during the year 19__ not to exceed~~

~~payment of the same when due. Therefore,~~ in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by George S. McIngvale Trustee, the parties of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~All of the agricultural products of every kind that may be raised and all the corporeal property of every kind to be grown by~~ ~~family, or any hands working with or under either as landlord or tenant, or otherwise, during the year 19__ on the land that is now~~ ~~or may hereafter be owned, or come to be cultivated, as landlord or tenant, and all~~ farming implements of every kind and

Lot 305, Section D, DeSoto Woods Subdivision as per plat thereof recorded in Plat Book 10, Page 39 in the office of the Chancery Clerk of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 1, Township 2, Range 8.

A failure to pay said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of said note. Makers of said note shall have the right to pay all or any part of the said indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the maturity date thereof 19__ then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part y of the second part its assigns or legal representatives, can at any time appoint a Trustee in his stead.

Witness our signature S the date written above.

Witness:

Robert J. Barclay
Edna B. Barclay

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me, the undersigned authority
Robert J. Barclay and wife, Edna B. Barclay of said County, the within named
who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 19th day of May 19 76.

My Commission Expires: (SEAL)

By Notary Public Clerk D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Before me, of said County, this day personally appeared the above named

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 0 minutes P. M. 4 day of June 1976, and that the same has been recorded in Book 200 Page 658 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 9 day of June 1976.

Fees $ 2.50 pd. SEAL H. P. Simpson CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Robert J. Barclay, et ux

To { DEED OF TRUST

Stanley L. Wender & Sidney M. Katz, Trustees

THIS INDENTURE, Made this 1st day of May 19 76
between Robert J. Barclay and wife, Edna B. Barclay
of the first part,
and Stanley L. Wender & Sidney M. Katz, Trustees of the second part,
WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part ies of the second part in the sum of Five Thousand Four Hundred Seventy-Five Dollars ($5,475.00) evidenced by a promissory note of even date, bearing 10% interest from date, due and repayable in 168 equal amortized monthly installments of $60.68 each, first of said installments shall be due July 1, 1976 and one installment due each succeeding month thereafter until paid in full with each installment to be applied first toward accrued interest and the balance to the reduction of principal

~~and may further provide that the party of the second part may furnish the party of the first part during the year the sum not to exceed~~ ~~payments of the same when due. Therefore,~~ in consideration of the premises, and of the sum of One Dollar to the part ies ~~paid by~~ George S. McIngvale of the first part Trustee, the part ies of the first part ha ve this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~All of the appurtenances~~ ~~products of every kind that may now be on the premises or in any way pertaining to the same, and all the rents, issues and profits thereof, and hereby expressly waive and release any right, title or claim whatsoever I may have or may be entitled to as homestead or otherwise in the premises hereby conveyed, as well as any and all rights of dower, curtesy, or any claim arising from the marriage relation, and all other rights, claims or exemptions of every kind, either in law or equity, whether now possessed or hereafter acquired, under or by virtue of the Constitution and laws of the State of Mississippi, or of any other state or country, which I now have or may hereafter acquire in the premises hereby conveyed, or any part thereof, or which may in any manner affect said premises or the title thereto, or any part thereof, or the proceeds thereof, or any bonds dealing with or under~~ ~~family, or any bonds dealing with or under~~ ~~other arrangement with any landlord or tenant or otherwise, during the year 19~~ ~~as the land that may be cultivated, as landlord or tenant and all farming implements of every kind and~~

Lot 306, Section D, DeSoto Woods Subdivision as per plat thereof recorded in Plat Book 10, page 39 in the office of the Chancery Clerk of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 1, Township 2, Range 8.

A failure to pay said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of said note. Makers of said note shall have the right to pay all or any part of the said indebtedness before maturity without penalty.

Should the Trustee at any time before said property, or any part thereof, undesigned or a security for said debt ~~____~~ be may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies ~~____~~ of the first part promptly pay the above stated indebtedness on or before the maturity date thereof ~~____~~ then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred hereto, and if there be a surplus, such surplus shall be refunded to the parties of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the parties of the second part, their ~~____~~ assigns or legal representatives, can at any time appoint a Trustee in his stead.

Witness our signature s the date written above.

Witness:

Robert J. Barclay
Edna B. Barclay

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named Robert J. Barclay and wife, Edna B. Barclay 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 19 76

My Commission Expires: (SEAL)

Notary Public

By Clerk D C

STATE OF MISSISSIPPI, DeSOTO COUNTY

of said County, this day personally appeared the above named

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 0 minutes P. M. 4 day of June 1976, and that the same has been recorded in Book 200 Page 659 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 9 day of June 1976.

Fees$ 2.50 pd.

SEAL H. P. Ferguson CLERK

660

PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated October 22, 1969 executed by Michael Weiss d/b/a Michael Weiss Homes to Delta Title Company as Trustee(s) National Mortgage Company as Beneficiary, which Deed of Trust is recorded in Book 113, Page 579, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned National Mortgage Company as Beneficiary, named in said Deed of Trust, have bargained and sold and by these presents do bargain, sell, convey, remise, release and quitclaim unto the said Michael Weiss d/b/a Michael Weiss Homes, the following described property located in DeSoto County, Mississippi, to-wit:

Lot 2901, Section N - Southaven West Subdivision, in Section 26, Township 1 South, Range 8 West, recorded in Plat Book 5, Pages 8 and 9, in the Chancery Clerk's Office of DeSoto County, Mississippi.

To have and to hold the aforedescribed real property unto the said Michael Weiss d/b/a Michael Weiss Homes and to _____ 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 31st day of May, 1976.

ATTEST:

NATIONAL MORTGAGE COMPANY

By: _____
STANLEY L. WENDER, SECRETARY

By: _____
FRANK ROBINSON
TREASURER COMPTROLLER

STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Frank Robinson and Stanley L. Wender who acknowledged that as Treasurer Comptroller and Secretary respectively, for and on behalf of and by authority of NATIONAL MORTGAGE COMPANY they signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office this the 31st day of May, 1976.

My commission expires:
My Commission Expires September 1, 1976

_____
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 7 day of June 1976, and that the same has been recorded in Book 200 Page 660 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 9 day of June 1976.

Fees $ 2.50 pd.

SEAL _____ 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 October 22, 1969, executed by Michael Weiss d/b/a Michael Weiss Homes to Delta Title Company as Trustee (s) National Mortgage Company as Beneficiary, which Deed of Trust is recorded in Book 113, Page 579, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned National Mortgage Company, named in Deed of Trust, have bargained and sold and by these presents do bargain, sell, convey, remise, release and quitclaim unto the said Michael Weiss d/b/a Michael Weiss Homes, the following described property located in DeSoto County, Mississippi, to-wit:

Lot 2943, Section N, Southaven West Subdivision, in Section 26, Township 1 South, Range 8 West, recorded in Plat Book 5, Pages 8 and 9, in the Chancery Clerk's Office of DeSoto County, Mississippi.

To have and to hold the aforedescribed real property unto the said Michael Weiss d/b/a Michael Weiss Homes and to its successors, heirs and assigns in fee simple forever, free and discharged from the lien of said deed of trust and the indebtedness secured thereby.

But this is a Partial Release and as to all other property described in and conveyed by said deed of trust not heretofore nor hereby released, the lien of same shall continue in full force and effect.

WITNESS our signatures this the 1st day of June, 1976.

ATTEST:

STANLEY L. WENDER, SECRETARY

NATIONAL MORTGAGE COMPANY

FRANK ROBINSON
TREASURER COMPTROLLER

STATE OF TENNESSEE
COUNTY OF SHELBY

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction, Frank Robinson and Stanley L. Wender, the Treasurer Comptroller and Secretary, respectively, of the above corporation who acknowledged that they, being first duly authorized so to do, did, on the day and date set out therein, sign, execute, attach the corporate seal, and deliver the within and foregoing instrument for and on behalf of said corporation.

WITNESS my hand and seal of office, this 1st day of June, 1976.

Notary Public

My Commission expires:
My Commission Expires September 1, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 7 day of June 1976, and that the same has been recorded in Book 200 Page 661 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 9 day of June 1976.

Fees $ 2.50 pd.

SEAL H. H. Ferguson CLERK

662

PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated January 16, 1973, executed by Bailey Mortgage Company to Forrest N. Jenkins and J. David Guthrie as Trustees, for Union Planters National Bank of Memphis as Beneficiary, which Deed of Trust is recorded in Book 153, Page 85, in the office of the Chancery Clerk of DeSoto County, Mississippi; and that certain Deed of Trust dated October 10, 1974, executed by Bailey Mortgage Company to Forrest N. Jenkins and J. David Guthrie as Trustees for Union Planters National Bank as Beneficiary, which Deed of Trust is recorded in Book 180, Page 553, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned Union Planters National Bank of Memphis as Beneficiary, named in said Deeds of Trust, have bargained and sold and by these presents do bargain, sell, convey, remise, release and quitclaim unto the said Bailey Mortgage Company the following described property located in the County of DeSoto, State of Mississippi, to-wit:

Lot 619, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

TO HAVE AND TO HOLD the aforementioned property unto the said Bailey Mortgage Company and to its successors, heirs, and assigns in fee simple forever, free and discharged from the liens of said Deeds of Trust and the indebtednesses secured thereby.

But this is a Partial Release and as to all other property described in and conveyed by said Deeds of Trust not heretofore nor hereby released, the lien of said Deeds of Trust and the indebtednesses secured thereby shall continue in full force and effect.

WITNESS our signatures this the 2nd day of June, 1976.

UNION PLANTERS NATIONAL BANK OF MEMPHIS

By: Robert P. Watson
Vice President

ATTEST:
J. M. Killian
Banking Officer

STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me the undersigned authority of law in and for the jurisdiction aforesaid, the within named Robert P. Watson and J. M. Killian, who acknowledged that as Vice President and Banking Officer, respectively, for and on behalf of and by authority of Union Planters National Bank of Memphis, they signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY H AND and seal of office, this the 2nd day of June, 1976.

Barbara P. Young
Notary Public

My Commission expires: MY COMMISSION EXPIRES OCTOBER 1, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 7 day of June 1976, and that the same has been recorded in Book 200 Page 662 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 9 day of June 1976.

Fees $ 2.50 pd.

SEAL H. P. Jenkins CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Grover Cleveland Owens and wife, Inez Owens

To { DEED OF TRUST

Hubert L. Smith and wife, Kathryn B. Smith

THIS INDENTURE, Made this 25th day of May 1976 between Grover Cleveland Owens and wife, Inez Owens, Party of the first part, and Hubert L. Smith and wife, Kathryn B. Smith, 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 and no/100 Dollars ($1,000.00), bearing no interest, repayable in Ten (10) monthly installments of $100.00 each beginning July 6, 1976, and on the 6th day of each month thereafter until the principal is fully paid except thatthe final payment shall be due and payable on the 6th day of April, 1977.

and any further amount that the party of the second part may furnish the party of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by 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 183, 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, and being the same property conveyed to Hubert L. Smith and wife, Kathryn B. Smith, by Warranty Deed of record in Book 116, Page 605, in said Clerk's Office.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 140, Page 325, 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 date then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part, their assigns or legal representatives, may at any time appoint a Trustee to act in his stead.

Witness our signatures the date written above.

Grover Cleveland Owens

Inez Owens

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me, Bobbie M. Braswell, a Notary Public of said County, the within named Grover Cleveland Owens and wife, Inez Owens 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 May 1976.

My Commission expires: February 19, 1980

(SEAL)

Bobbie M. Braswell
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Before me, of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposeth and saith that he saw the above named whose name subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 7 day of June 1976, and that the same has been recorded in Book 200 Page 663 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 9 day of June 1976.

Fees$ 2.50 pd.

SEAL H. H. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 221 PAGE 198

THIS 1 DAY OF February 1978

H. H. Ferguson
CHANCERY CLK.

664

This Indenture, made by and between

Pete E. Walton, Jr. and wife, Suzanne L. Walton

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 2281, Section K, Southaven West Subdivision, in Section 23 Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 4, Pages 4 and 5, in the office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said lot.

This conveyance is made in trust, however, to secure the payment of $ 3,741.12 evidenced by the following promissory notes of even date herewith:

One principal note of even date repayable in Thirty-Six (36) monthly installments in the amount of One Hundred Three and 92/100 Dollars ($103.92) each; first of said installments being due and payable on July 8, 1976 and one of such installments on the 8th of each month thereafter until said debt is paid in full.

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails so to do, the holder or holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness security hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgagee's subrogation clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all sums due on account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property, then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby, and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Witness the signature of the party of the first part, on this the 26 day of May, 1976

Pete E. Walton, Jr.

Suzanne L. Walton

CANCELLED BY AUTHORITY RECORDED IN BOOK 241 PAGE 542

THIS 21st DAY OF April 1977

H. L. Ferguson

CHANCERY CLERK

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

Pete E. Walton, Jr and Suzanne L. Walton

who acknowledged that ~~he~~ they signed and delivered the foregoing trust deed on the day and year therein mentioned, as ~~his~~ their voluntary act and deed.

Given under my hand and seal this the 26th day of May 1976

Notary Public.

Cecil Bond
Box 107
Memphis, Tenn.
38101

Direct Offices
100 North Main Building
P.O. Box 307
Memphis, Tennessee 38101
Phone (901) 525-0431

TRUST DEED

FROM

...ton, Jr. and wife,

Walton, parties

TO

...Trustee

THE USE OF

...AND INDUSTRIAL

...Clerk

...od ex-officio Recorder for the ...d, do hereby certify that the ...ce was filed for record in my ...day of June

...o'clock A. M., and has been ...rust Deed Record

...d official seal, this ... 19...

Clerk.

...is the only guaranteed ...eal estate title issues.

Bill 3.00

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 7 day of June 1976, and that the same has been recorded in Book 200 Page 664 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 9 day of June 1976.

Fees $ 3.00 pd. SEAL H. H. Ferguson CLERK

666

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto GOVERNMENT NATIONAL MORTGAGE ASSOCIATION that certain Deed of Trust executed by RONALD G. ESCUE & WIFE, DORIS R., to E. R. RICHMOND, Trustee, for the benefit of E. R. RICHMOND AND CO., a Tennessee Corporation, dated MAY 21, 1976, securing a note in the sum of $ 33,200.00, recorded in Book 200, Page 467, of the office of the Chancery Clerk of DESOTO, County, Mississippi, together with the indebtedness secured thereby.

The undersigned as Beneficiary warrants that is 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 $ 33,200.00 plus interest at the rate of 7-1/2 % per annum, the first monthly installment being due the 1st day of JULY, 19 76.

IN WITNESS THEREOF the undersigned has executed this assignment through its Vice President and Assistant Secretary, on this the 3rd day of JUNE, 19 76.

E. R. RICHMOND AND CO.

E R Richmond
VICE PRESIDENT

ATTEST:

Mary H. Sullivan
~~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 E. R. RICHMOND, JR. and MARY H. SULLIVAN who acknowledged that they, as Vice President and SECRETARY respectively, of and for and on behalf and by authority of E. R. Richmond and Co., a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 3rd day of JUNE, 19 76.

My Commission Expires Jan. 26, 1980

Robert L. Parker
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. 7 day of June 1976, and that the same has been recorded in Book 200 Page 666 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 9 day of June 1976.

Fees $ 2.50 pd.

SEAL E. H. Ferguson CLERK

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 WILLIAM G. HILL & WIFE, LINDA H. to E. R. RICHMOND, Trustee, for the benefit of E. R. RICHMOND AND CO., a Tennessee Corporation, dated MAY 21, 1976, securing a note in the sum of $ 34,600.00, recorded in Book 200, Page 463, of the office of the Chancery Clerk of DESOTO, County, Mississippi, together with the indebtedness secured thereby.

The undersigned as Beneficiary warrants that is is the legal owner of the above described indebtedness and is capable of conveying title to same.

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of $ 34,600.00 plus interest at the rate of 7-1/2 % per annum, the first monthly installment being due the 1st day of JULY, 19 76.

IN WITNESS THEREOF the undersigned has executed this assignment through its Vice President and Assistant Secretary, on this the 3rd day of JUNE, 19 76.

E. R. RICHMOND AND CO.

E. R. Richmond
VICE PRESIDENT

ATTEST:

Mary H. Sullivan
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 Mary H. Sullivan and E. R. Richmond, Jr. who acknowledged that they, as Vice President and Secretary respectively, of and for and on behalf and by authority of E. R. Richmond and Co., a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 3rd day of JUNE 1976.

My Commission Expires Jan. 26, 1980

Robert L. Parker
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. 7 day of June 1976, and that the same has been recorded in Book 200 Page 667 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 9 day of June 1976.

Fees $ 2.50 pd. SEAL H. H. Sullivan CLERK

668

AT-301 A-ST
Rev. 10-9-72

Mtgr. DON L. & VIRGINIA L. REDD

FNMA No. 1238006109

FHA/VA No. 281-062005-203

STATE OF MISSISSIPPI)
)ss.
COUNTY OF DESOTO)

FULL RELEASE OF LIEN

FOR VALUE RECEIVED, the undersigned, FEDERAL NATIONAL MORTGAGE ASSOCIATION, a corporation organized under laws of the United States, having its principal office in the City of Washington, District of Columbia, does hereby acknowledge receipt of payment in full of the following described Deed of Trust and the indebtedness thereby secured, to wit:

Mortgage dated APRIL 17, 1970, executed by DON L. REDD and wife VIRGINIA LEE REDD, to COLONIAL SAVINGS & LOAN, in the original principal amount of $ 19,050.00, said mortgage recorded in Book 117, Page 117, Office of the Judge of Probate Court, DESOTO County, Mississippi; transferred to FEDERAL NATIONAL MORTGAGE ASSOCIATION by COLONIAL SAVINGS & LOAN by Assignment dated AUGUST 3, 1970 and recorded in Book 119, Page 252, aforesaid records.

The said Deed of Trust and the indebtedness thereby secured are hereby cancelled, released and discharged.

IN WITNESS WHEREOF, the said FEDERAL NATIONAL MORTGAGE ASSOCIATION has caused this instrument to be executed by N. A. Owens its duly authorized Assistant Vice President, this 1st day of June, 1976.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (SEAL)

By: N. A. Owens

N. A. Owens Assistant Vice President

STATE OF GEORGIA)
)SS.
COUNTY OF FULTON)

Personally appeared before me, the undersigned Notary Public in and for the aforesaid County and State, N. A. Owens who acknowledged that he is the Assistant Vice President of Federal National Mortgage Association and that, for and on behalf of said corporation and as its act and deed, he signed and delivered the foregoing instrument on the day and year therein mentioned, being first duly authorized to do so by said corporation.

Witness my signature and official seal this 1st day of June, 1976.

Notary Public, Georgia at Large
My Commission Expires:
(SEAL)

My commission expires 8/22/78

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 7 day of June 1976, and that the same has been recorded in Book 200 Page 668 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 9 day of June 1976.

Fees$ 2.50 pd. SEAL H. H. Ferguson CLERK

3 75 M

16499
G.E. Davis

RELEASE
(Mississippi)

All indebtedness secured by a certain Deed of Trust from Glenn E. Davis and wife, Patsy Gail Davis to Delta Title Company, Trustee, for the use and benefit of National Mortgage Company, dated August 25, 1970, and recorded in Book 120, page 81, 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 Wynne Federal Savings & Loan Assn, Wynne, Arkansas, 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 Wynne Federl Savings and Loan Assn. Wynne, Arkansas has S hereunto ~~set my hand~~ (or caused its corporate name signed hereto by and through its proper officers duly authorized so to do), this the 30th day of April, 1976.

Wynne Federal Savings and Loan Assn. Wynne, Ark.
Warren Wiltshire Exec. Vice-President
Patricia Y. Baker Secretary

~~STATE OF~~
~~COUNTY OF~~

~~Personally appeared before me, the undersigned authority in and for said State and County, the within named~~ ~~, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned and for the purpose therein mentioned.~~

~~Given under my hand and seal this day of , 19 .~~

~~Notary Public~~

~~My commission expires:~~

STATE OF Arkansas

COUNTY OF Cross

This day personally appeared before the undersigned authority in and for said State and County, the within named Warren Wiltshire and Patricia Y. Baker, known to me to be the Executive Vice-President and Secretary respectively of Wynne Federal Savings and Loan Association, Wynne, Arkansas, a corporation, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned, for the purpose therein set forth, and in the capacity therein stated, for in behalf of Wynne Federal Savings & Loan Assn., Wynne, Arkansas, after being duly authorized so to do.

Given under my hand and seal this 30th day of April, 19 76.

My commission expires:
October 6, 1978

Frances S. Ellis
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 20 minutes A. M. 8 day of June 1976, and that the same has been recorded in Book 200 Page 669 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 9 day of June 1976.

Fees$ 2.50 pd.

SEAL H. H. Ferguson CLERK

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Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

JOSEPH L. BROUSSARD AND WIFE, IRENE JEANS BROUSSARD

of the first part, hereinafter designated as the Grantor,

Dudley B. Bridgforth, Jr. Trustee, of the second part, hereinafter designated as Trustee, and

SECURITY BANK OF SOUTHAVEN
Party of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of

FIVE THOUSAND NINE HUNDRED SEVENTY SIX and 60/100----------DOLLARS

($5,976.60) 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:

The sum of $5,976.60, which includes principal and interest, due and payable in 60 equal monthly installments of $99.61 each, beginning July 5, 1976, and due the 5th day of each month thereafter until whole of said indebtedness is paid in full.

CANCELLED BY AUTHORITY RECORDED IN BOOK 240 PAGE 317 THIS 2 DAY OF Apr. 19 77
M. H. Ferguson

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 332, 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.

Copyright Mississippi Bankers Association

Together with all the hereditaments and appurtenances thereunto appertaining, so far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or successive persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 2nd day of JUNE 1976

Joseph L. Broussard

Irene Jeans Broussard

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. Broussard and wife, Irene Jeans Broussard who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 2nd day of JUNE 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 30 minutes A. M. 8 day of June 1976, and that the same has been recorded in Book 200 Page 670 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 9 day of June 1976.

Fees $ 5.00 pd. SEAL H. H. Ferguson CLERK

673

Appointment of Successor Trustee of this instrument Recorded in Real Estate T.D. Book No. 293 Page 449 This 1 day of March 1983 H. D. Hargrove Clerk

DEED OF TRUST

THIS DEED OF TRUST is made this 4th day of June, 19 76, among the Grantor, DENVER D. BRYAN and wife, GENEVA D. BRYAN, (herein "Borrower"), Tom B. Scott, Jr. (herein "Trustee"), and the Beneficiary, UNIFIRST FEDERAL SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is 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 1174, Section F, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 9, Page 46, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The funds derived from the indebtedness secured by this deed of trust have been used entirely to pay all or part of the purchase price of the above described property.

which has the address of 5898 Lake Shore Drive West, (Street) Southaven, (City) Mississippi 38671 (herein "Property Address"); (State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated June 4, 1976, (herein "Note"), in the principal sum of Forty-One Thousand Seven Hundred Fifty and No/100 ---------- Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 2006; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Appointment of Successor Trustee of this instrument Recorded in Real Estate T.D. Book No. 359 Page 243 This 28 day of Feb 1986 H. D. Hargrove D.C.

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.

Denver D Bryan
Denver D. Bryan —Borrower

Geneva D. Bryan
Geneva D. Bryan —Borrower

STATE OF MISSISSIPPI, DESOTO County ss:

On this 4th day of June 1976, personally appeared before me, the undersigned authority in and for said County and State, the within named Denver D. Bryan and Geneva D. Bryan, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office.

My commission expires:
1-8-80

Deborah B. Arnold
Notary Public

NOTARY PUBLIC

RETURN TO:
W., F., R., & S., LTD.
P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38671

(Space Below This Line Reserved For Lender and Recorder)

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock and 30 minutes A. M. 8 day of June 19 76 and that the

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. 8 day of June 1976, and that the same has been recorded in Book 200 Page 673 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 9 day of June 1976.

Fees$ 5.00 pd. SEAL H. H. Ferguson CLERK

DEED OF TRUST

THIS DEED OF TRUST is made this 4th day of June 19 76, among the Grantor, STEPHEN B. McMICKING and wife, SANDRA S. McMICKING, (herein "Borrower"), Tom B. Scott, Jr. (herein "Trustee"), and the Beneficiary, UNIFIRST FEDERAL SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is 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 1104, Section F, Greenbrook Subdivision, in Section 19, Township 1, Range 7, as per plat thereof recorded in Plat Book 9, Pages 46-49, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The funds derived from the indebtedness secured by this Deed of Trust have been used entirely to pay all or part of the purchase price of the above described property.

IN BOOK
19 76
CHANCERY CLERK
D.S.

which has the address of 2480 Lake Shore Drive, Southaven, (Street) (City)
Mississippi 38671 (herein "Property Address");
(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated June 4, 1976, (herein "Note"), in the principal sum of Forty-One Thousand Seven Hundred Fifty and No/100 ---------- Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 2006; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of; the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DeSoto **County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.**

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower

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hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Stephen B. McMicking —Borrower

Sandra S. McMicking —Borrower

STATE OF MISSISSIPPI, DESOTO County ss:

On this 4th day of June 19 76 personally appeared before me, the undersigned authority in and for said County and State, the within named Stephen B. McMicking and Sandra S. McMicking, who acknowledged that the Y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office.

My commission expires:

1-8-80

Deborah B. Ambro
Notary Public

RETURN TO:
W., F., R., & B., LTD.
P. O. BOX [illegible]
SOUTHAVEN, MISSISSIPPI 38671

(Space Below This Line Reserved For Lender and Recorder)

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock and 30 minutes A. M. 8 day of June 1976 and that the

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 30 minutes A M. 8 day of June 1976, and that the same has been recorded in Book 200 Page 677 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 9 day of June 1976.

Fees$ 5.00 pd.

SEAL H. H. Ferguson CLERK

CANCELLED BY AUTHORITY, RECORDED IN BOOK 441 PAGE 66
THIS 28th DAY OF June 19 88
W. E. Davis
CHANCERY CLERK

This Indenture, made by and between LARRY F. WOODS and wife, JEWELL WOODS;

party of the first part; J. R. WILSON and W. W. CLAYBORNE party of the second part, as Trustee; and UNION PLANTERS NATIONAL BANK OF MEMPHIS

party of the third part, WITNESSETH:

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness hereinafter described, the party of the first part does hereby convey and warrant unto the party of the second part, as Trustee, and his successors in trust, the following described real estate situated in the County of DeSoto and State of Mississippi, to-wit:

Lot 2824, Section N. Southaven West Subdivision, in Section 26, Township 1, Rage 8 West, as shown on plat of record in Plat Book 5, Pages 8 and 9, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi.

It is a condition of this instrument that in the event of any default in any of the terms and conditions of any deed of trust, the lien of which may be or become prior and paramount to the lien of this instrument, and the continuance thereof for ten days, or the assertion of any part of the indebtedness secured by this instrument may, at his option, declare the indebtedness secured by this instrument due and payable, and foreclosure may be had hereunder as in the case of any other default hereunder. The owner of any part of the indebtedness secured by this instrument, and foreclosure may be had hereunder, advance and pay any such sum or sums as shall be necessary in order that the terms and conditions of any deed of trust, lien or assessment, which may be or become prior and paramount to the lien of this instrument, may be complied with, and such amounts so paid shall be secured hereby and shall bear interest from date of such payment at the then highest lawful legal rate and shall be payable on demand. The failure to exercise said option to advance said money, and the advancement of such sum or sums shall in no way limit or bar the exercise said option to foreclose said instrument.

This conveyance is made in trust, however, to secure the payment of $ 3,858.48 evidenced by the following promissory notes of even date herewith: executed by Larry F. Woods and wife, Jewell Woods, payable to the order of Union Planters National Bank of Memphis ("Bank") at its place of business in Memphis, Tennessee, in the amount of $3,858.48 in thirty-six monthly instalments being in the sum of $107.18 each, on the 17th day of each month, beginning June 17, 1976, until this note is fully paid. Any instalment of principal not paid when due shall bear interest after its due date at the maximum rate of interest which Bank, as a national bank, is permitted by law to contract for and charge on the date of this loan.

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails so to do, the holder or holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgagee's subrogation clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due 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 18th day of, 19 76

Larry F. Woods

Jewell Woods

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STATE OF TENNESSEE
COUNTY OF SHELBY } ss.

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named

LARRY F. WOODS and wife, JEWELL WOODS,

who acknowledged that the y signed and delivered the foregoing trust deed on the day and year therein mentioned as their voluntary act and deed.

Given under my hand and seal this the 18th day of May 1976

My Commission expires: MY COMMISSION EXPIRES NOVEMBER 18, 1979 Anita Jones
Notary Public.

This instrument prepared by:
Clyde M. Crutchfield, Attorney
12 South Main Street
Memphis, Tennessee

Return to: Mr. Robert W. Marshall
Instalment Credit Department
Union Planters National Bank
100 North Main Street
Memphis, Tennessee

23-18-40337357

Compliments of
MID-SOUTH TITLE COMPANY, INC.
12 SO. MAIN
MEMPHIS, TENNESSEE

TRUST DEED

FROM

TO

Trustee

FOR THE USE OF

STATE OF MISSISSIPPI
County of DeSoto } ss.

I, H. H. 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 9 day of June A.D. 1976, at 9:30 o'clock A.M., and has been this day duly recorded in Trust Deed Record Page

WITNESS my hand and official seal, this day of 19

Clerk.

TITLE INSURANCE is the only guaranteed protection against real estate title losses.

Pd. 3.50

Union Planters
P.O. Box
Memphis

38101

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. 8 day of June 1976, and that the same has been recorded in Book 200 Page 681 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 9 day of June 1976.
Fees$ 3.50 pd. SEAL H. H. Ferguson CLERK

THIS INSTRUMENT PREPARED BY BILLIE PRITCHETT FOR PERCY GALBREATH & SON INC

MISSISSIPPI ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned, PERCY GALBREATH & SON., a corporation of Memphis, Shelby County, State of Tennessee, hereby assigns and transfers and sets over unto FEDERAL NATIONAL MORTGAGE ASSOCIATION, a corporation organized and existing under the laws of the United States, all its right, title and interest in and to that certain Deed of Trust made to said Percy Galbreath & Son, Inc., by OSMAN T. PULLY AND WIFE, RUTH M. PULLY, dated April 27, 1976, and filed of record in Volume 199, Page 157, Office of the Clerk of the Court of Chancery, DeSOTO County, Mississippi, together with the note,debt and claim secured by said Deed of Trust, in the sum of TWENTY-FOUR THOUSAND FOUR HUNDRED AND NO/100-------$24,400.00--- Dollars, and all moneys due thereunder with the interest thereon.

SIGNED at Memphis, Tennessee, this June 7, 1976, 1976.

PERCY GALBREATH & SON, INC.,

W. G. FARR, JR
Executive Vice President

STATE OF TENNESSEE

COUNTY OF SHELBY

BEFORE ME, the undersigned, a Notary Public within and for said County and State, at Memphis, Tennessee, duly commissioned and qualified, personally appeared W. G. Farr, Jr., Executive Vice President, with whom I am personally acquainted, and who upon oath stated that he is the Executive Vice President of Percy Galbreath & Son, INc., a corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said W. G. Farr, Jr., acknowledged said instrument to be the free act and deed of said corporation and that said corporation has no corporate seal.

WITNESS my hand and official seal at office in Memphis, Tennessee on this the day and date aforesaid.

BILLIE PRITCHETT NOTARY PUBLIC SHELBY CO. TENN.

Billie Pritchett
Notary Public

My commission expires: September 24, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. 8 day of June 1976, and that the same has been recorded in Book 200 Page 683 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 9 day of June 1976.

Fees$ 4.00 pd.

SEAL H. H. Ferguson CLERK

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RELEASE OF DEED OF TRUST

To the Clerk of the CHANCERY COURT of the _____ District of the County of DeSoto in the State of Mississippi:

You are hereby authorized and directed to mark cancelled and satisfied of record the following described Deed(s) of Trust executed by James G. Richards and wife, Velma B. Richards

for the benefit of Joe M. Hudspeth, Trustee and North Miss. Savings & Loan Assn. which is (are) recorded in the Records of Deeds of Trust in your office.

One dated the 20 day of Sept, 19 69, and recorded in Book 112 at Page 437

The indebtedness secured by said Deed(s) of Trust was (were) never assigned by the undersigned to anyone and has been fully paid.

WITNESS our hand and seal, this the 7 day of June, 19 76

BY _____

STATE OF MISSISSIPPI
DeSoto COUNTY

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named William N. Davis

of the North Miss. Savings & Loan Assn.

a corporation, who acknowledged that he signed and delivered the foregoing Release on the day and year therein mentioned for and on behalf and as the act and deed of said corporation, and affixed thereto its corporate seal.

Given under my hand and seal of office, this the 7 day of June, 19 76

My Commission Expires Dec. 6, 1979
Notary Public

Quick Print, Oxford

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 0 minutes A. M. 8 day of June 1976, and that the same has been recorded in Book 200 Page 684 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 9 day of June 1976.

Fees $ 2.50 pd.

SEAL H. H. Ferguson CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 228 PAGE 121
THIS 17 DAY OF July 1978
W. G. Ferguson
CHANCERY CLERK

STATE OF MISSISSIPPI
COUNTY OF DeSoto

DEED OF TRUST

ACCOUNT # 40280-0
BRANCH Senatobia

WHEREAS, Samuel Ralph Woodruff and Mary S. Woodruff
Husband and wife
Grantor(s)

are justly indebted unto CITY FINANCE COMPANY OF MISSISSIPPI, INC., Beneficiary, in the sum of
Fourteen Thousand One Hundred Twelve and no/100*** DOLLARS ($ 14,112.00)
(Total Amount of Note/Total of Payments)

as evidenced by a promissory note dated June 2 19 76

with the Amount of Loan (Amount Financed) of $ 7669.56

Finance Charge (Precomputed Charges) of $ 6442.44

Annual Percentage Rate 19.49 %

and due and payable in 84 installments of $ 168.00 each beginning July 2, 1976 and like payments on the same day of each successive month thereafter until paid in full, and being desirous to secure by this Deed of Trust, the prompt payment of said indebtedness of the respective maturity dates of the installments due together with any extension or renewal thereof with interest thereon, and any other indebtedness now or hereafter becoming due and owing to the beneficiary by the grantor(s) prior to the payment of the indebtedness herein described and secured, or any extension or renewal thereof, or any part thereof.

(The Agreed Rate of Charge is provided for in Section 75-17-1 (7) of the Mississippi Code of 1972, as amended. Notwithstanding the foregoing and any other provision of law to the contrary, the maximum finance charge which may be contracted for and received for any loan or extension of credit made by a license under the Small Loan Regulatory Act (Sections 75-67-101 through 75-67-135, Mississippi Code of 1972), and the Small Loan Privilege Tax Law (Sections 75-67-201 through 75-67-243, Mississippi Code of 1972), may result in a yield not to exceed the following annual percentage rates calculated according to the actuarial method:

(a) Thirty-six percent (36%) per annum for the portion of the unpaid balance of the amount financed that is not greater than Six Hundred Dollars ($600.00);

(b) Thirty-three percent (33%) per annum for the portion of the unpaid balance of the amount financed in excess of Six Hundred Dollars ($600.00) but not greater than Eighteen Hundred Dollars ($1800.00);

(c) Twenty-four percent (24%) per annum for the portion of the unpaid balance of the amount financed in excess of Eighteen Hundred Dollars ($1800.00) but not greater than Forty-five Hundred Dollars ($4500.00);

(d) Twelve percent (12%) per annum for the portion of the unpaid balance of the amount financed in excess of Forty-five Hundred Dollars ($4500.00).

Nothing in this paragraph (7) shall prohibit lending money or handling, negotiating or arranging loans for a finance charge that is less than that specified herein. This paragraph (7) does not limit or restrict the manner of contracting for the finance charge, whether by way of add-on, discount or otherwise, so long as the annual percentage rate of the finance charges does not exceed that permitted by this section.)

NOW, THEREFORE, WE hereby sell, convey and warrant unto William L. Sharpe

of Corinth, Mississippi as Trustee, the following described real property situated in DeSoto County, State of Mississippi, to wit:

Lot 2024, Section I, Southaven West Subdivision in Section 23, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 3, pages 42 & 43 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Being all or a portion of the real estate conveyed to Grantor(s) by _____ by a _____ Deed dated _____ 19____ and recorded in the Land Records of the Chancery Clerk's Office of _____ County, Mississippi, in _____

TO HAVE AND TO HOLD the aforedescribed real estate, together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the Beneficiary, its successors and assigns, in fee simple forever, and the Grantor(s) does hereby covenant with the Beneficiary, its successors and assigns, that they are lawfully seized in fee of the aforedescribed real estate, that they have a good right to sell and convey the same, that the same is unencumbered, except:

Federal National Mortgage Association

and that the title and quiet possession thereto they will and their heirs and personal representatives shall warrant and forever defend against the lawful claims of all persons.

IN TRUST, however, that if at any time the indebtedness herein secured, or interest thereon, or any renewals or extensions thereof, or of any part or installment thereof, with interest thereon, or any other indebtedness becoming due and owing by the grantor(s) to the beneficiary prior to the payment of the indebtedness herein secured, should be past due and unpaid, or should the grantors fail to pay any other indebtedness which constitutes a lien upon the aforesaid real estate, the beneficiary herein, their legal representatives, successors (heirs) or assigns, may declare, without notice and demand, all indebtedness owing at that time, less any required refunds, due and payable; and the Trustee herein named or any substituted Trustee shall, at the request of the beneficiary herein, their legal representatives, successors (heirs) or assigns, sell the property herein conveyed at public outcry to the highest bidder for cash, within legal hours, in front of the Court House in the county or counties of Mississippi in which the above-described real property is located, on a day to be fixed by such Trustee, after first giving three weeks' notice of the time, place and terms of said sale by advertisement in some newspaper published in said county or counties in Mississippi, and having a general circulation therein, and by posting notice thereof at the Court House in said county or counties; and shall, out of the proceeds of said sale pay: first, all costs and expenses of making said sale, including a reasonable Trustee's fee therefore; and next, the entire amount of the indebtedness at that time owing to the beneficiary herein by the grantor(s), with interest thereon up to the date of making said sale; the overplus, if any there be, to be paid to the grantor(s), his (their) (its) legal representatives, heirs (successors) or assigns.

Miss. D.T. (7-75)

686

The Grantor(s) desires to secure and make certain the payment of said notes, and of any and all renewals and extensions thereof. Now, therefore, the Grantor(s) agrees and binds himself that so long as any part of the indebtedness aforesaid shall remain unpaid, he will pay all taxes and assessments against said property promptly when due, and deposit all tax receipts with the Beneficiary; will insure the buildings on said property for not less than the current fair market value against fire, windstorm and such other casualties as the Beneficiary may require, in some insurance company or companies approved by the Beneficiary, and cause said policies to be made payable to the Beneficiary as his interest may appear, and deposit said policies with the Beneficiary as further security for said debt; no responsibility for the approval or maintenance of insurance being imposed upon the Trustee or Beneficiary; will protect the improvements on said property by proper repairs, and maintain them in good repair and condition; will not do anything or suffer or permit anything to be done whereby the lien of this Deed of Trust might or could be impaired; will pay such expenses and fees as may be necessary in the protection of the property and maintenance and execution of this trust, including but not being limited to expenses incurred by the Trustee or Beneficiary in any legal proceeding to which it is made or become a party. The net proceeds resulting from the taking of all or any part of the property by eminent domain or from any sale in lieu thereof, shall be applied upon the indebtedness in inverse order to its maturity; in the event of the destruction of the improvements by fire or other casualty, the net proceeds of the insurance shall be applied upon the indebtedness secured hereby in inverse order of its maturity, or at the option of the Beneficiary such proceeds may be used to restore the improvements to their former condition. In the event of any casualty loss, Grantor(s) directs any insurer to pay Beneficiary directly and appoints Beneficiary as attorney in fact to endorse any draft to the extent not prohibited by law.

If Grantor(s) fails to provide the insurance and pay all taxes, assessments or other governmental charges as herein provided and maintain repairs and protect and preserve the property, the Beneficiary or any future holder of the indebtedness hereby secured at his option and discretion may secure and pay such insurance, and pay such taxes, assessments, other governmental charges and repairs and all expenditures for such purposes shall become an indebtedness of the Grantor, due upon demand, and the payment of the same shall be secured by this instrument. Any rights provided herein to the Beneficiary accrue to any future holder.

The following are authorized to select and substitute another trustee in the place of the above-named trustee, or any successor, at any time any of them may so desire, namely: (1) the beneficiary herein, (2) if there be more than one beneficiary, then any one of them, or (3) any future holder of the indebtedness secured hereby, or any part hereof. It shall not be necessary to obtain the consent or resignation of the original trustee, or any successor, before appointing another trustee in his place, and any such appointee, who may be an agent, employee, or officer of the beneficiary, shall have full and sole power as trustee herein. Any part of this instrument contrary to applicable law shall not invalidate the other parts of this agreement.

WITNESS Our signature(s), this the 2nd day of June 19 76

Witnesses:

Signature Samuel Ralph Woodruff

Type Name Here Samuel Ralph Woodruff

Signature Mary S. Woodruff

Type Name Here Mary S. Woodruff

ACKNOWLEDGEMENT

Important
Signature must be the same as the name typed on the face of this instrument and below the signature lines.

STATE OF MISSISSIPPI
COUNTY OF

Personally appeared before me, the undersigned authority in and for the above named county and state, the within named Samuel Ralph Woodruff & Wife, Mary Woodruff who acknowledged before me that they signed and delivered the above and foregoing instrument of writing on the day and date therein mentioned as their own act and deed.

Given under my hand and official seal, this 2nd day of June 19 76

My commission expires: My Commission Expires [illegible]

Notary Public Brenda J. Parker

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF

Personally appeared before me, the undersigned authority in and for the above named county and state, the within named _____, one of the subscribing witnesses to the foregoing Deed of Trust, who being first duly sworn, deposes and says that he saw the within named _____ whose name(s) (is) (are) subscribed thereto, sign, seal and deliver the same to the said CITY FINANCE COMPANY OF MISSISSIPPI, INC., and that he, this deponent, subscribed his name as a witness thereto in the presence of the said _____ on the day and year herein named.

Sworn to and subscribed before me this the _____ day of _____, 19 _____

My commission expires: _____

Notary Public

: TRUST

Trustee

unty Clerk

the within named Trust

office on the 8

19 76

M., and that the same

nd acknowledgment,

page

in my office.

official seal, this the

, 19

Clerk

D.C.

DOCUMENT TO:
MISSISSIPPI, INC.
Box

Pd. 3.50

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. 8 day of June 1976, and that the same has been recorded in Book 200 Page 685 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 9 day of June 1976.

Fees$ 3.50 pd.

SEAL H. H. Ferguson CLERK

Mississippi

ASSIGNMENT OF
DEED OF TRUST

For valuable consideration the receipt of which is acknowledged, the undersigned does hereby transfer and assign unto the

FEDERAL NATIONAL MORTGAGE ASSOCIATION, ATLANTA, GEORGIA,

that certain Deed of Trust executed by

KENNETH M. BREWER and wife, PATRICIA A. BREWER,

to John Land McDavid, Trustee, for the benefit of Bailey Mortgage Company, dated April 21, 1976, securing a note in the sum of $ 28,550.00 recorded in Book 199, Page 37, of the office of the ChanceryClerk of DeSoto, County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF the undersigned has executed this Assignment through its duly authorized officer and has caused its corporate seal to be thereunto affixed on this, the 2nd day of June, 19 76.

BAILEY MORTGAGE COMPANY

WILLIAM COOK, VICE PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF HINDS.....

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named WILLIAM COOK, who acknowledged to me that he is VICE PRESIDENT of Bailey Mortgage Company, a Mississippi corporation, and that he signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto, acting for and in behalf of said corporation, after having been duly authorized so to act.

GIVEN under my hand and official seal, this the 2nd day of June, 19 76.

NOTARY PUBLIC

My Commission Expires Feb. 22, 1978

BMC-14

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. 8 day of June 1976, and that the same has been recorded in Book 200 Page 687 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 9 day of June 1976.

Fees$ 2.50 pd. SEAL H. H. Ferguson CLERK

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RELEASE OF DEED OF TRUST

To the Clerk of the CHANCERY COURT of the _____ District of the County of DeSoto in the State of Mississippi:

You are hereby authorized and directed to mark cancelled and satisfied of record the following described Deed(s) of Trust executed by Dale B. Earhart and wife Barbara E. Earhart

for the benefit of Joe M. Hudspeth, Trustee and North Mississippi Savings & Loan Assn. which is (are) recorded in the Records of Deeds of Trust in your office.

One dated the 5 day of October, 1968, and recorded in Book 105 at Page 103.

The indebtedness secured by said Deed(s) of Trust was (were) never assigned by the undersigned to anyone and has been fully paid.

WITNESS our hand and seal, this the 8th day of June, 1976

North Miss Sav & Loan

BY: William N Davis

STATE OF MISSISSIPPI
DeSoto COUNTY

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named William N. Davis

of the North Mississippi Savings & Loan Association

a corporation, who acknowledged that he signed and delivered the foregoing Release on the day and year therein mentioned for and on behalf and as the act and deed of said corporation, and affixed thereto its corporate seal.

Given under my hand and seal of office, this the 8 day of June, 1976

Quick Print, Oxford

Paula B. Kendrick
Notary Public
My Commission Expires Dec. 2, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. 8 day of June 1976, and that the same has been recorded in Book 200 Page 688 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 9 day of June 1976.

Fees $ 2.50 pd.

SEAL H. H. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
232 PAGE 287
THIS 16 DAY OF Oct 19 78
H. S. Ferguson
CHANCERY CLERK

689

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 CLEVIE VAN LANDINGHAM AND WIFE, PATRICIA VAN LANDINGHAM

of the first part, hereinafter designated as the Grantor,

WILLIAM W. BALLARD

Trustee, of the second part, hereinafter designated as Trustee, and

THE HERNANDO BANK

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of

THREE THOUSAND EIGHT HUNDRED FORTY EIGHT AND 76/100----------DOLLARS

($ 3,848.76) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10 per centum per annum after maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

In 36 equal monthly installments of $106.91, the first installment due July 15, 1976, and one installment due monthly 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:

Lot 204, Section C, Carriage Hills Subdivision in Section 24, Township 1, Range 8 as shown by the Plat recorded in Plat Book 3, Page 38 in the office of the Chancery Clerk of said County.

This mortgage is second and subordinate to a mortgage being serviced by National Mortgage Company. Any default in the first mortgage will be considered a default in this deed of trust and any payment to the holder of the first mortgage to protect this mortgage will be fully secured by this deed of trust, bearing 10% interest from date of disbursement until repaid and due and repayable on demand.

Copyright Mississippi Bankers Association

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof, and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 1st day of June 19 76

Clevie Van Landingham

CLEVIE VAN LANDINGHAM

Patricia Van Landingham

PATRICIA VAN LANDINGHAM

STATE OF MISSISSIPPI,
COUNTY OF

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named

who severally acknowledged that

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 1st day of June 19 76

My Commission Expires: June 2, 1977

Mary Ellen Coleman
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. 8 day of June 1976, and that the same has been recorded in Book 200 Page 689 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 9 day of June 1976.

Fees $ 5.00 pd.

SEAL H. H. Ferguson CLERK

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Assignment of this Instrument Recorded in Real Estate T/D Book No. 201 Page 457 This the 25 day of June 19 76

Assignment of this Instrument Recorded in Deed Estate T/D No. 208 Page 189 This the 7 day of Feb. 1977

D-23570 gl

SIDNEY [illegible] ATT.
4041 KNIGHT - ARNOLD ROAD
MEMPHIS, TENN. 38118

DEED OF TRUST

THIS DEED OF TRUST is made this 2nd day of June, 19 76., among the Grantor, LEONARD REXFORD TIDMORE AND WIFE, BARBARA ANN TIDMORE (herein "Borrower"), DELTA TITLE COMPANY (herein "Trustee"), and the Beneficiary, NATIONAL MORTGAGE COMPANY, a corporation organized and existing under the laws of STATE OF TENNESSEE, whose address is 4041 KNIGHT ARNOLD ROAD, MEMPHIS, TENNESSEE 38118 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DESOTO, State of Mississippi:

Lot 76, Section A, Revised, GREENBROOK SUBDIVISION, in Section 19, Township 1 South, Range 7 West, as shown on Plat of record in Plat Book 8, Pages 53 and 54, in the obfice 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 CO. dated May 19, 1976.

The holders of the indebtedness described herein shall have the option at any time to require Grantor to pay to the Holders of the indebtedness in addition to and concurrent to the monthly installment of principal and interest and escrow [illegible] a sum equal to one-[illegible] of the [illegible] the number of the [illegible] under the National Flood [illegible] regulations; said sum to be [illegible] any part of the [illegible] of the indebtedness [illegible] payment of said insurance when due and [illegible] shall at any time be insufficient to [illegible] Grantors shall promptly [illegible]

which has the address of 2484 DRIFTWOOD POINT [Street] SOUTHAVEN, [City]
MISSISSIPPI 38671 [State and Zip Code] (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated June 2, 1976 (herein "Note"), in the principal sum of THIRTY THOUSAND TWO 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 JUNE 1, 2006, ; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

CANCELLED BY AUTHORITY RECORDED IN BOOK 2338 PAGE 348
THIS 28 DAY OF Oct. 2005
D. E. DAVIS CHANCERY CLERK
By: J Knight D.C.

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.

Leonard Rexford Tidmore
Leonard Rexford Tidmore .....—Borrower

Barbara Ann Tidmore
Barbara Ann Tidmore .....—Borrower

STATE OF TENNESSEE
XXXXXX MISSISSIPPI, SHELBY County ss:

On this 2nd day of June 19 76 personally appeared before me, the undersigned authority in and for said County and State, the within named LEONARD REXFORD TIDMORE AND WIFE, BARBARA ANN TIDMORE 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:

My Commission Expires June 11, 1979 M. Walker
Notary Public

[Space Below This Line Reserved for Lender and Recorder]

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock and

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock
50 minutes P. M. 8 day of June 1976, and that the same has been recorded in Book 200 Page 692 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 9 day of June 1976.

Fees$ 5.50 pd. SEAL H. H. Ferguson CLERK

696

Assignment of this instrument Recorded in
Real Estate T/D Book
No. 201 Page 456
This the 25 day of June 19 76
W. 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
W. D. Ferguson, Clerk

D-35033 gl

PREPARED BY
MORRIS WHITMAN, ATTY.
4041 Knight Arnold Road
Memphis, Tenn. 38118

VA Form 26-6322 (Home Loan)
Revised January 1974. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 25th day of May, 1976,
by and between

JAMES RAY MABE AND WIFE, LINDA J. MABE

, hereinafter called the Grantor;
DELTA TITLE COMPANY , hereinafter called the Trustee, and
NATIONAL MORTGAGE COMPANY
4041 KNIGHT ARNOLD ROAD
MEMPHIS, TENNESSEE 38118
, 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 property, situated in the County of DESOTO, State of Mississippi, to wit:

Lot 1199, Section C, South, DeSoto Village Subdivision, in Section 33, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 10, Page 2 through 8, in the office of the Chancery Clerk of DeSoto County, Mississippi, being more particularly described as follows: Beginning at a chisel mark in the west line of Forest Gate Road 180.0 feet northwardly from the point of intersection of said west line and the north line of Lynnfield Cove; thence northwardly 80.16 feet with the west line of Forest Gate Road to a point, the southeast corner of Lot 1184; thence westwardly 137.46 feet with the south line of Lot 1184 to a point in the east line of Lot 1146; thence southwardly 65.66 feet with the east line of Lots 1146 and 1145 to a point, the northwest corner of Lot 1200; thence eastwardly 128.23 feet with the north line of Lot 1200 to the point of beginning. As per survey by ACME SURVEY COMPANY, dated March 15, 1976. Being the same property conveyed to the grantors by Warranty Deed recorded in Book 105, Page 246, in said register's office.

The holders of the indebtedness described herein shall have the option at any time to require Grantors to pay to the Holders of the indebtedness in addition to and concurrent to the monthly installment of principal and interest and escrow for taxes and hazard insurance, a sum equal to one-twelfth of the annual flood insurance premium in the event the Holder of the indebtedness requires flood insurance and same is available under the National Flood Insurance Act of 1968 or subsequent enactments legislature; said sum to be held in escrow without liability on the part of the Holder of the indebtedness for interest thereon and to be used in payment of said insurance when due and payable. If the amount so held shall at any time be insufficient to pay said insurance premium when due and payable, the Grantors shall promptly deposit the entire amount of said deficit.

Should the Veterans Administration fail or refuse to issue its guaranty of the loan secured by this mortgage under the provisions of the Servicemen's Readjustment act of 1944, as amended, within sixty days from the date the loan would normally become eligible for such guaranty, the mortgagee herein may, at its option, declare all sums secured by this mortgage immediately due and payable. The mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are guaranteed under the provisions of the Servicemen's Readjustment Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed. Upon any violation of this undertaking, the mortgagee herein may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

CANCELLED BY AUTHORITY RECORDED IN BOOK
280 PAGE 149
THIS 20 DAY OF Jan 19 82
W. D. Ferguson
CHANCERY CLERK

TO HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of THIRTY THOUSAND AND NO/100------ Dollars ($ 30,000.00), with interest from date at the rate of EIGHT----- per centum (8 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of NATIONAL MORTGAGE COMPANY, 4041 KNIGHT ARNOLD ROAD in MEMPHIS, TENNESSEE 38118 , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of TWO HUNDRED TWENTY AND 20/100-- Dollars ($ 220.20---), 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. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
(ii) interest on the note secured hereby; and
(iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be ten per centum (10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DESOTO County, State of Mississippi, after giving notice by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) has hereunto set his hand(s) the day and year herein first written above.

James Ray Mabe
JAMES RAY MABE

Linda J. Mabe
LINDA J. MABE

STATE OF ~~MISSISSIPPI~~ TENNESSEE,
COUNTY OF SHELBY

Personally appeared before me, the undersigned
in and for said County, the within named JAMES RAY MABE and
LINDA J. MABE, his wife, who acknowledged that they signed and
delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 25th day of May, 19 76.

M. Wolfe

My Commission Expires June 11, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock
50 minutes P. M. 8 day of June 1976, and that the same has
been recorded in Book 200 Page 296 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 9 day of June 1976.

Fees $ 5.50 pd.

SEAL H. P. Ferguson CLERK

Deed of Trust
Satisfaction

Know All Men By These Presents: That

NORTH AMERICAN ACCEPTANCE CORPORATION

a corporation existing under the laws of the State of Georgia
the owner and holder of a certain DEED OF TRUST executed by Joel M. O'Bryant and Christine V.

to Clinton C. Herring Trustee

For Benefit of Preferred Homes Investment Corporation

bearing date the 11 day of November A.D. 19 63 recorded in DEED
Book 73 , page 177 , in the office of the Register of Deeds
of HERNANDO, DESOTA County, State of MISSISSIPPI securing that certain note
in the principal sum of Ten Thousand Seven Hundred Seventy Six and 96/100

Dollars, and certain promises and obligations set forth in said DEED OF TRUST upon the property situate in said State and County described as follows, to-wit:

hereby acknowledges full payment and satisfaction of said note and DEED OF TRUST and surrenders the same for cancellation, and hereby directs the Register of Deeds to cancel the same of record.

In Witness Whereof the said corporation has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the 10 day of MAY A. D. 19 76

NORTH AMERICAN ACCEPTANCE CORPORATION — CORPORATE SEAL — 1963 — GEORGIA

ATTEST: J. W. Harris Assistant Secretary

Signed, sealed and delivered in the presence of

NORTH AMERICAN ACCEPTANCE CORPORATION

By Lewis White, Jr. Vice President

STATE OF GEORGIA

COUNTY OF FULTON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Lewis White, Jr., and J. W. Harris

well known to me to be the Vice President and Assistant Secretary respectively of

NORTH AMERICAN ACCEPTANCE CORPORATION, a corporation,

and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 10 day of May A. D. 19 76

Notary Public,

My Commission expires 1-29-77

THIS INSTRUMENT WAS PREPARED BY
NORTH AMERICAN ACCEPTANCE CORPORATION
Atlanta, Georgia

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 55 minutes P. M. 8 day of June 1976, and that the same has been recorded in Book 200 Page 700 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 9 day of June 1976.

Fees $ 2.50 pd. SEAL H. H. Ferguson CLERK

This instrument prepared by:_____

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed___, heretofore recorded in the Register's Office of Shelby County, Tennessee, certain real property was conveyed by the hereinafter named grantor___, to Stanley M. Huggins as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed—; and

WHEREAS, All of the notes described in and secured by said trust deed___ have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said trust deed___; and

WHEREAS, Said trust deed___ are briefly described as follows, to-wit:

GRANTOR	Date of Instrument	Recorded	Description of Property
Charles Andy Duagherty and wife Janelle Claire Michael Daugherty	9/29/75	Book 191 Page 631	Lot 58, Section A, Lakewood Estates Subdivision in Section 23, Township 2 South, Range 7 West, as shown by the plat recorded in Plat Book 7, Pages 49-51, in the Office of the Chancery Clerk of said County.

NOW, THEREFORE, in consideration of the premises the undersigned City National Bank as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claim— and convey— unto said grantor___ heirs and assigns all 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, City National Bank covenants with the said grantor___ that ___he___ the legal owner___ and holder___ of the notes described in and secured by said trust deed, and that___ he___ ha___ the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said City National Bank has hereunto set their hand___ (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 4th day of June 19 76

City National Bank

Don Carlisle

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 Don Carlisle with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Loan Officer President of the City National Bank the within named bargainor, a corporation, and that he as such Loan Officer President being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Loan Officer President.

WITNESS my hand and seal at office in MEMPHIS, TN. this 4th day of JUN 19 76

My commission expires 15th day of DEC 19 79 J. Gutshaw Notary Public

* Do not write below this line - FOR REGISTERS USE ONLY *

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. 8 day of June 1976, and that the same has been recorded in Book 200 Page 701 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 9 day of June 1976.

Fees$ 2.50 pd. SEAL H. H. Ferguson CLERK

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This instrument prepared by: Vee McCrory 4707 Elvis Presley Blvd., Memphis, Tennessee

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed ___, heretofore recorded in the Register's Office of Desoto County, Tennessee, certain real property was conveyed by the hereinafter named grantor s, to Ronald L. Taylor, Attorney

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
Malcolm E. Holmes & wife Patsie Holmes	4/22/75	Book 185 Page 325	Lot 610, Section C of Southaven Subd. in Section 23, Township 1 South, Range 8 West.....etc.

NOW, THEREFORE, in consideration of the premises the undersigned Corporation, CREDITHRIFT of America, 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 claims and conveys unto said grantor s, their heirs and assigns all of 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 Corporation covenants with the said grantor s that it is the legal owner and holder of the notes described in and secured by said trust deed, and that it has the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF, the undersigned corporation has caused its name to be hereunto duly signed by its Attorney-in-Fact the day and year first above written.

CREDITHRIFT of America, Inc.

Ben D. Hawkins

Attorney-in-fact

STATE OF TENNESSEE

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared Ben D. Hawkins with whom I am personally acquainted, and who, upon oath, acknowledges himself to be the Attorney-in-fact of Credithrift of America Inc the within named bargainor, a corporation, and that he as such Attorney-in-fact being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Attorney-in-fact.

WITNESS my hand and seal at office in Memphis Tenn, this 8th day of June, 1976.

Joyce Cummings

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 ___ o'clock ___ minutes ___ M., 8th day of June 1976, and that the same has been recorded in Book 200 Page 702 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 9th day of June 1976.

Fees $ 2.50 pd.

SEAL H. H. Ferguson CLERK