

STATE OF MISSISSIPPI. }  
DeSoto County. } ss.

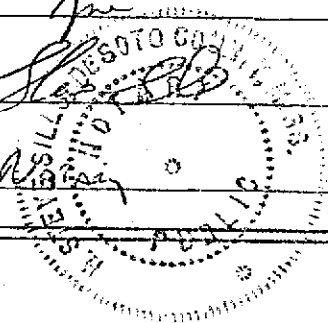
KNOW ALL MEN BY THESE PRESENTS: That Ford Motor Credit Co. 1274 Stateline Rd.  
of Southaven, Miss. 38671 the beneficiary, does hereby certify that a certain trust deed  
bearing date the 8th day of April 19 76, made and executed by James E & Lynn Free  
6234 Chesterfield Dr. Southaven, Miss. 38671 to Ford Motor Credit Co.  
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto  
County, in the State of Mississippi in Trust Deed Record No. 198 on page 593  
of the Record of Trust Deeds, on the 21st 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.

Wendell Agee  
Wendell Agee (Trustee)

STATE OF MISSISSIPPI. }  
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority H. S. Sills  
in and for County and State aforesaid, Wendell Agee (Trustee) who acknowledged that he signed and  
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 4 day of June A. D. 19 76

H. S. Sills  


LAWRENCE-GREENWOOD 87844

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock no minutes A M.  
on 9 day of June 1976, and that the same has been recorded in Book 201 Page 1 records of  
DeSoto County TID of said County.  
Witness my hand and seal this the 10 day of June 1976  
FEES \$ 2.50 pd. SEAL H. P. Ferguson CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.  
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That THE HERNANDO BANK  
of Hernando, Mississippi, the beneficiary, does hereby certify that a certain trust deed  
bearing date the 6th day of April 1972, made and executed by James V. McGregor and  
wife, Kathleen Cox McGregor, to The Hernando Bank  
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto  
County, in the State of Mississippi in Real Estate Trust Deed Record No. 140 on page 491  
of the Record of Trust Deeds, on the 10th day of April, A. D. 1972, is now fully paid  
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto  
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of  
said County also as provided by law.

This the 1st day of June, 1976.

THE HERNANDO BANK

By [Signature]

STATE OF MISSISSIPPI, } ss.  
DeSoto County.

Personally came and appeared before me, the undersigned authority a notary public  
in and for County and State aforesaid, W. Ballard, Jr. President who acknowledged that he signed and  
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 1st day of June A. D. 1976

My Commission expires:  
My Commission Expires Jan 7, 1978

[Signature]

Notary Public

LAWRENCE-GREENWOOD 87844

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 11 o'clock 10 minutes A. M.  
on the 9 day of June 1976, and that the same has been recorded in Book 201 Page 2 records  
Witness my hand and seal this the 10 day of June 1976  
FEE \$ 2.50 pd.  
[Signature] CLERK

LENDER  
AVCO FINANCIAL SERVICES OF MISSISSIPPI, INC.  
1547 Stateline Rd.  
Southaven, Mississippi

LOAN NO. 12683  
AMOUNT OF LOAN 5261.10  
AMOUNT OF INTEREST 1397.51  
AMOUNT OF SERVICE CHARGE

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 1st day of June, 1976 by and between  
Larry C. Alverson and Rose L. Alverson  
his wife, hereinafter called the Grantor; Herbert O. Whitewell  
hereinafter called the Trustee; and Avco Financial Services  
having his principal office and post office address at 1547 Stateline Rd. Southaven, MS  
(Street) (City) (State)  
hereinafter called the Beneficiary:

WHEREAS the Grantor is justly indebted to the Beneficiary in the full sum of Five thousand two hundred sixty-one and 10/100 Dollars (\$ 5261.10 ), evidenced by a Loan Agreement and/or promissory note; hereinafter referred to as "Note", dated June 1, 1976, herewith payable to the order of the Beneficiary, at its office or such other place as the holder may designate in 1/35 monthly installments of \$ 186.10/145.00 commencing on the 15 day of July, 1976 and like payments on the same day of each successive month thereafter until paid in full, together with late charges, court cost, collection expenses, attorney fees and interest after maturity as provided in said note.

WITNESSETH, Grantor to secure the payment of said indebtedness hereinabove specifically described, together with any other indebtedness that may become due and owing under the terms of his instrument, does hereby grant, bargain, convey and sell unto the said Trustee, the following described land and property, together with all hereditaments and appurtenances thereunto appertaining, lying, and being situated in the city or town of Southaven, County of DeSoto, Mississippi, and more particularly described as follows, to wit:

Lot 571, 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 in the office of the chancery Clerk of DeSoto County, Mississippi.

CANCELLED BY AUTHORITY RECORDED IN BOOK 250 PAGE 447  
THIS 15 DAY OF Oct 1979  
H. O. Ferguson  
CHANCERY CLERK

TOGETHER WITH all buildings and improvements now or hereafter erected thereon and all screens, awnings, shades, storm sash and blinds, and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this Deed of Trust, shall be deemed fixtures and subject to the property above described, all of which is referred to hereinafter as the "premises," to the extent permitted by law.

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

Grantor agrees to keep said premises insured to the extent, of the lesser of the total of payment or fair market value of the property from loss by fire and windstorm, and from such other casualties as may be required by said Beneficiary, its successors and assigns, for the benefit of the said Beneficiary and payable to it in the event of loss, as its interest may appear, for application, at the option of said Beneficiary, to the repairing, reconditioning, reconstruction or replacement of the aforesaid property or to any balance remaining outstanding on the aforesaid note, other said indebtedness, whether all thereof be then due or not; and that all taxes and other charges maturing from time to time on said property shall be kept promptly paid. In event of loss Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event Grantor shall neglect or refuse to obtain said insurance or pay said taxes and other charges, then said Beneficiary may, at its option, but is not required to, obtain such insurance and pay all such taxes and other charges, either or all; and all sums of money expended therefor are hereby secured by this Deed of Trust, and shall be repayable with interest at the highest lawful contract rate from dates of such payments, upon demand of said Beneficiary, and may be retained by said Beneficiary from the proceeds of any sale of said property herein, authorized.

Grantor covenants at all times to do all things necessary to defend the title to all of the said property, but the Beneficiary shall have the right, at any time, to intervene in any suit affecting such title and to employ independent counsel in connection with any suit to which it may be a party by intervention or otherwise, and upon demand Grantor agrees to pay the Beneficiary all reasonable expenses paid or incurred by it in respect of any such suit affecting title to any such property, or affecting the Beneficiary's liens or rights hereunder, including reasonable fees to the Beneficiary's attorneys, if permitted by law, and Grantor will indemnify and hold the Beneficiary harmless from and against any and all such costs, fees and expenses. In the event that the Deed of Trust is subordinate to any other deed of trust or lien of any kind, the Beneficiary may, in the event of a default in the performance of any covenant or agreement to the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option, declare the entire indebtedness secured by this Deed of Trust immediately due, and payable, or the Beneficiary may perform any such defaulted covenant or agreement to such extent as the Beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the Beneficiary shall have a lien for the same with interest at the highest lawful contract rate from date until paid, and the Trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness secured by this Deed of Trust.

This Deed of Trust may be assigned by the Beneficiary and when so assigned the assignee shall have all of the rights and privileges given to the Beneficiary by the terms thereof. The term "Grantor" as used herein shall include the agents, heirs, assigns and administrator or executor of each Grantor. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.

The said Beneficiary, its successors, assigns, or legal representatives, or any owner of the above mentioned note, or either of them, are hereby authorized to sign, in writing, successive or substitute trustees in the place of the Trustee hereinabove named, or the successor or successors of such Trustee, if from any cause the above named Trustee, or the successor or successors of such Trustee, shall not be present, able and willing to execute the trust granted hereunder or to execute the same on the premises, or if said Beneficiary, its successors, assigns or legal representatives, or any owner of the aforesaid contract and/or note, or either of them, shall for any reason desire so to do. If there be more than one trustee, either or both Trustees may execute the powers conveyed to the trustee under this deed.

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Witness the signature of the undersigned on the day, month and year first above set forth.

Subscribing Witnesses:

William K. Belfry

Larry O. Benson (L.S.)  
Signature of Grantor

Mrs. C. L. Benson (L.S.)  
Signature of Grantor

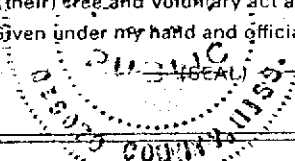
**GRANTORS ACKNOWLEDGMENT**

STATE OF MISSISSIPPI

COUNTY OF Desoto

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, and within named Larry O. Benson and Mrs. C. L. Benson his wife who acknowledged that (he) (she) (they) signed and delivered the above and foregoing instrument on the day and year therein named as (his) (her) (their) free and voluntary act and deed.

Given under my hand and official seal, this the 7 day of June, A.D., 19 76.



Virginia Serrano  
Notary Public Commission Expires August 23, 1979

**WITNESS ACKNOWLEDGMENT**

STATE OF MISSISSIPPI

COUNTY OF \_\_\_\_\_

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, \_\_\_\_\_, one of the subscribing witnesses to the foregoing instrument, who, being by me first duly sworn, upon his oath depose and saith that he saw the within named \_\_\_\_\_ and \_\_\_\_\_, his \_\_\_\_\_, whose name (is) (are) subscribed thereto, sign and deliver the same to \_\_\_\_\_, that he, this affiant, subscribed his name thereto as a witness in the presence of the said \_\_\_\_\_ and \_\_\_\_\_, his \_\_\_\_\_, and \_\_\_\_\_, the other subscribing witness; that he saw \_\_\_\_\_, the other subscribing witness, subscribe his name as witness thereto in the presence of the said \_\_\_\_\_ and \_\_\_\_\_, his \_\_\_\_\_, and that the subscribing witness subscribed their names to said instrument in the presence of each other on the day and year therein named.

Sworn to and subscribed before me, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19 \_\_\_\_\_.

(SEAL)

Notary Public

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 19 \_\_\_\_\_,

personally appeared the above named \_\_\_\_\_ known to me to be the Assignor who executed the above assignment and acknowledged the foregoing instrument to be (his) (her) free and voluntary act and deed.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

(SEAL)

Notary Public

**CORPORATE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_,

before me appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn did say that he is the \_\_\_\_\_ of \_\_\_\_\_, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation by authority of its board of directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

(SEAL)

Notary Public

TRUST

Trustee

City of Desoto

Record in my office \_\_\_\_\_, 1976.

M., and the same and acknowledged-

Book \_\_\_\_\_ of Trust Deeds

I official seal, this \_\_\_\_\_, 19 \_\_\_\_\_.

Clerk

D.C.

Auto Financial Services  
1547 Stateline Road  
Desoto, Miss 38871

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock no minutes A M.  
I certify that the within instrument was filed for record at 10 o'clock no minutes A M.  
I certify that the within instrument was filed for record in Book 201 Page 3 records  
9 day of June 1976, and that the same has been recorded in Book 201 Page 3 records  
of said County.  
Witness my hand and seal this the 10 day of June 1976  
FEES \$ 3.00 pd.

SEAL H. P. Ferguson CLERK



To Complete  
Real Estate Set  
Enter

1. Terminal Address
2. Operator Identification
3. Transaction Code
4. Account Number

71813312454

DEED OF TRUST

Lender - Beneficiary  
FORD MOTOR CREDIT COMPANY

1274 ST LN RD SHAVEN MS 38671

ACCOUNT NO. 31245-4	DUE 20	PREVIOUS ACCOUNT NO. 512033	5.00	HOME SECURITY	RENEWAL	5-13-76	A	9
NAME (BORROWER(S)-GRANTOR(S)) JAMES E FREE		SPOUSE LYNN		FINANCE CHARGE \$10006.09		OFFICIAL FEES \$ 9.00	TOTAL OF PAYMENTS \$ 32820.00	
6234 CHESTERFIELD DR		CASH ADVANCE \$ 22804.9		INSURANCE PREMIUMS PHYSICAL DAMAGE NONE CREDIT LIFE NONE CREDIT DISABILITY NONE		AMOUNT FINANCED \$ 22813.91		
SOUTHAVEN MISS 3867		ANNUAL 15.35 %		NOTE IS PAYABLE IN MONTHLY PAYMENTS. THE FIRST ONE OF \$ 547.00 AND 59x \$ 547.00		FIRST PAYMENT DUE 6-20-76	FINAL PAYMENT DUE 5-20-81	
AGE	SPOUSE AGE	PERCENTAGE RATE		EACH EXCEPT FINAL PAYMENT SHALL BE UNPAID PRINCIPAL AND INTEREST		OTHERS DUE SAME DAY EACH MONTH		
HOMEOWNER'S INSURANCE PREMIUM \$ none	FIRE INSURANCE PREMIUM \$ none	APPRAISAL FEE \$ none	TITLE EXAMINATION FEE \$ none	EARLY RENEWAL CREDIT \$ 8443.29				

WHEREAS, the undersigned Grantor, James E. Free and wife Lynn Free

whose address is 6234 Chesterfield, Dr., Southaven, DeSoto, Mississippi  
(NUMBER AND STREET) (CITY) (COUNTY) (STATE)

owes FORD MOTOR CREDIT COMPANY, hereinafter called the Beneficiary, the sum set forth above as the Total of Payments, evidenced by a promissory note of even date herewith executed by the Grantor in favor of the Beneficiary; payable as above set forth, which note is by reference incorporated herein and made part hereof; and

WHEREAS, the said Grantor desires to secure the prompt payment of said indebtedness at the maturity thereof:

NOW, THEREFORE, in consideration of \$10.00 cash in hand paid by Wendell Agee, Trustee, and other good and valuable consideration, the receipt of which is hereby conclusively acknowledged, the undersigned Grantor does hereby convey and warrant unto said Trustee that certain land and property situated in the \_\_\_\_\_ State of Mississippi, and described as follows, to wit:

Lot 404, Section E, Carriage Hills Subdivision, in Section 24, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 4, Pages 17 and 18, in the office of the Chancery Clerk of Desoto County, Mississippi.

CANCELLED BY AUTHORITY RECORDED IN BOOK  
239 PAGE 455  
THIS 15 DAY OF Mar 1979

J. H. Ferguson  
CHANCERY CLERK

The warranty of this conveyance is subject only to the following:

It is understood and agreed that this conveyance is made subject to and that the parties hereto have agreed upon and are bound by the following covenants, stipulations, and conditions:

1. Grantor binds and obligates himself to provide and maintain insurance upon the buildings situated on the above described property against loss or damage by fire, windstorm, and other hazards, satisfactory to and with loss payable to the Beneficiary during the continuance of this Deed of Trust. Each insurance company involved is authorized and directed to make payment for any loss directly to the Beneficiary.

2. The Grantor binds himself to pay all taxes and assessments on and against said property as they shall fall due and shall promptly forward the original tax receipts to the Beneficiary.

3. The rents, issues and profits of all of said property are specifically pledged to the payment of the indebtedness hereby secured and all other obligations which may accrue under the terms of this Deed of Trust. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it should become necessary to protect the lien of this conveyance, the Beneficiary or any owner or holder of the note secured hereby shall have the right to forthwith enter into and upon said property and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits, and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

4. The Grantor further represents unto the said Beneficiary for the purpose of obtaining the loan secured by this instrument, that there are no liens or encumbrances against the property conveyed herein except as shown above.

5. Should the Grantor fail to pay all taxes and assessments, or to insure the property as hereinabove stipulated, or fail to pay promptly all judgments which may become liens on the property, then the said Beneficiary, or its assigns may, pay any such unpaid taxes, assessments, liens or judgments and insure said improvements, and without notice, declare the whole debt secured by this Deed of Trust to be due and payable and proceed to foreclose same at once. All taxes, assessments, liens, judgments and insurance premiums paid by the said Beneficiary or its assigns, and all necessary expenses incurred by said Beneficiary or its assigns in connection therewith, including any expense incurred in defending the title of the Grantor to said property or in defending this Deed of Trust, or in seeking to have this Deed of Trust reformed by judicial proceedings, shall constitute a part of the debt secured by this Deed of Trust and become immediately due and payable to the said Beneficiary or its assigns.

6. In the event the Grantor shall fail to keep the buildings hereinabove conveyed in good condition and repair, Beneficiary or its assigns shall have the right to make any repairs, or improvements, and any such expenditure will be a legitimate indebtedness against the Grantor and against the property embraced in this Deed of Trust, and the cost of such repairs or improvements will become part of the debt secured by this instrument.

7. Failure by the Grantor to pay the above indebtedness, or any instalments thereon as they shall become due, or do or perform any of the above covenants and agreements, shall cause the entire indebtedness to become due and payable at the option of said Beneficiary or its assigns, and shall fully empower the Beneficiary or its assigns to have the Trustee execute his Trust, and said Beneficiary or its assigns shall not be required to declare such acceleration in writing or give notice thereof.

8. If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the Trustee or any successor in said trust shall have full power, in case he is directed to foreclose under this instrument, to select in which county or judicial district the sale of all of the above property shall be made. The Trustee or any successor in said Trust shall have full power to fix the day, time, terms and place of sale, and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose, but said appointment of agent need not be recorded. Beneficiary or its assigns shall have the same right to purchase at such sale as if a stranger to this instrument.

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

10. The attorney's fees provided for in the above described note and the Trustee's fee provided for in this Deed of Trust are hereby made liens on said property, and the Grantor hereby promises to pay the same should they become due under the terms of said note and this Deed of Trust.

11. If the legal holder of said note secured hereby proceeds in equity to foreclose this Deed of Trust, then a reasonable fee shall be allowed by the Court to the attorney representing such holder.

12. The said Beneficiary, or any owner or holder of the note secured hereby, may at pleasure and without notice appoint successive trustees in the place of said Trustee who shall have all the powers as are herein vested in the above named Trustee.

13. Whenever in this Deed of Trust the context so requires, the singular number shall include the plural, and the plural the singular; the holder of the note shall be deemed to refer to and include the owner of the debt; the word Beneficiary shall at all times include the then holder of the note secured hereby.

This conveyance, however, is in Trust to secure the prompt payment of the aforesaid indebtedness, and all other indebtedness that may become due and owing to the Beneficiary under the terms of this instrument and secured hereby, including the payment of any sum expended or any indebtedness incurred by the Beneficiary herein, or any owner or holder of the note secured hereby, in the payment of premiums for insurance, or in the payment of taxes on said property, or in the payment of attorney's fees or other items expended in protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, then this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note secured hereby, or of any installment thereon, or in the payment when due and demandable of any other item of indebtedness secured hereby, or if default is made in any other covenant herein contained, then the entire principal sum secured hereby and all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the Beneficiary, of the owner or holder of said note, be and become at once due and payable, and the Trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note secured hereby, sell said property or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55, Mississippi Code of 1972, Recompiled, and amendments, if any, thereto, and the Trustee shall make deed to the purchaser or purchasers. Should the Beneficiary, or the owner or holder of the note secured hereby be a corporation, then a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. Out of the proceeds from such sale, the cost and expense of executing this Deed of Trust shall first be paid, including a reasonable Trustee's fee, and the attorney's fee prescribed in said note, or a reasonable attorney's fee if none be prescribed in said note, next the amount of said indebtedness then remaining unpaid, and lastly, any balance remaining shall be paid to the Grantor.

WITNESS the signature of the Grantor, this the 17<sup>th</sup> day of May, 1976.

James E. Free  
Lynn Free

STATE OF MISSISSIPPI

COUNTY OF Desoto

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

James E. Free & wife Lynn Free

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

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

D. S. [Signature]

My commission expires:

9-7-77

D. S. [Signature]  
NOTARY PUBLIC  
DESO TO COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 00 minutes A M. 9 day of June 1976, and that the same has been recorded in Book 201 Page 5 records of said County.

Witness my hand and seal this the 10 day of June 1976  
FEE \$ 4.50 pd. SEAL H. P. [Signature] CLERK

8

RELEASE DEED

WHEREAS, by a certain trust deed dated the 10th day of July 19 72. and recorded in Book 161, page 1725, in the Register's Office of DeSoto County, Mississippi,

..... James Lee Rambo and wife, Lela O. Rambo conveyed to Leo Bearman, as Trustee, the real estate in said trust deed described, for the purpose of securing the payment of an indebtedness evidenced by notes fully described in said trust deed; and

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

NOW, THEREFORE, IN consideration of the premises the undersigned, Fidelity Loan & Thrift Corporation of Lamar, as the legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claim and convey unto the said James L. Rambo and Lela O. Rambo, 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, Fidelity Loan & Thrift Corporation of Lamar covenants with the said James L. Rambo and Lela O. Rambo that he it is the legal owner and holder of the notes described in and secured by said trust deed, and that he it has the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said Fidelity Loan & Thrift Corporation of Lamar 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 7th day of June 1976.

[Signature] MANAGER

STATE OF TENNESSEE

County of Shelby

On this 7th day of June 1976 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Donald K. Brown to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

[Signature] Notary Public

My commission expires 25th day of June, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock ~~no~~ minutes A. M. 9 day of June 1976, and that the same has been recorded in Book 201 Page 8 records of Real Estate TID of said County. Witness my hand and seal this the 10 day of June 1976 Fees \$ 2.50 pd.

SEAL [Signature] CLERK

Assignment of this Instrument Recorded In  
Real Estate T/D Book  
No. 422 Page 131  
This the 1st day of Dec. 19 87  
H. N. Ferguson Clerk  
by S. Jaffer, S.C.

Position 5

USDA-FmHA  
Form FmHA 427-1 MS  
(Rev. 1-7-76)

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS DEED OF TRUST is made and entered into by and between \_\_\_\_\_

Sam Ella Baptist, A Divorced Woman, and \_\_\_\_\_

\_\_\_\_\_ his wife \_\_\_\_\_

residing in DeSoto County Mississippi, whose office

address is Route 1, Box 77; Nesbit Mississippi 38651

grantor(s), herein called "Borrower," and \_\_\_\_\_

AARON R. GOOLSBY

CANCELLED BY AUTHORITY OF BOOK  
716 PAGE 268  
THIS IS DAY OF July 1994  
W. E. Davis  
CHANCERY CLERK  
by S. Jaffer, S.C.

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

WHEREAS, Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
June <u>7</u> , 1976.	\$ <u>17,720.00</u>	8.50 per cent	June <u>7</u> , 2009.

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

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

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

DeSOTO Sam Ella Baptist

1.93 Acres, situated in the Southwest Quarter of Section 20, Township 2, Range 7 West, (DeSoto County, Mississippi), and more particularly described by metes and bounds as follows, to-wit:

BEGINNING at an iron pin that is 391.36 feet West of and 58.28 feet North of the Southeast Corner of the Southwest Quarter of said Section 20; thence South 84° 15' West 534.34 feet to an iron pin; thence North 5° 50' West 156.06 feet to an iron pin; thence North 84° 15' East 539.34 feet to an iron pin; thence South 5° 50' East 156.06 feet to the Point of Beginning; and as said lands are shown by Survey Plat and Certificate of Charles G. Carver, dated June 28, 1975.

----- (Continued on next page) ----- FmHA 427-1 MS (Rev. 1-7-76)

Partial Release of this Instrument Recorded In  
Real Estate T/D Book  
No. 502 Page 612  
This 23 day of March 19 90  
W. E. Davis Clerk  
by N. Graham, S.C.

Signed to Identify  
Sam Ella Baptist

----- (Land Description Continued) -----

ALSO: 20-foot wide Right-of-Way and Easement for Public Road Access as recorded in Warranty Deed Book 110, Page 636 in the Office of the Chancery Clerk of said county; being more particularly described as:

A strip of land situated in the Southwest Quarter of Section 20, Township 2, Range 7 West, and more particularly described as follows, to-wit:

BEGINNING at an iron pin at the Northeast Corner of the Sam Ella Baptist 1.93 Acres (as described by deed to her dated August 30, 1975, and of record in Book 119, Page 331 of the Deed Records of said County) and which point is South 84° 15' West 391.36 feet and North 5° 50' West 214.34 feet from the Southeast Corner of the said Southwest Quarter Section; thence South 5° 50' East 20 feet to a point on said East line of said 1.93-acre tract; thence on a curve to the left with a radius of 60 feet a distance of 41.65 feet to a point; thence on a curve to the right with a radius of 40 feet a distance of 30.45 feet to a point; thence along the South line of said 20-foot Easement North 89° 36' East 327.52 feet to a point on the East line of the James Baptist land; thence North 5° 50' West 20.09 feet to a point; thence along the North line of said 20-foot easement South 89° 36' West 325.62 feet to a point; thence on a curve to the left with a radius of 60 feet a distance of 47.58 feet to a point; thence on a curve to the right with a radius of 40 feet a distance 26.66 feet to the Point of Beginning; and containing 7,959.0 square feet, and as said lands are shown by Survey Plat (showing gravel drive) prepared by Charles G. Carver, Surveyor, under date of September 13, 1975, and with a copy of Surveyor's plat being attached and made a part hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS the signature(s) of Borrower this 7<sup>th</sup> day of June, 1976

Sam Ella Baptist  
Sam Ella Baptist

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 SAM ELLA BAPTIST, A Divorced Woman, and she 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 7<sup>th</sup> day of June, 1976

William H. Austin  
(Signature)

NOTARY PUBLIC  
(Title)



My Commission Expires May 15, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock 00 minutes A M. on 9 day of June 1976, and that the same has been recorded in Book 201 Page 9 records of said County.  
Witness my hand and seal this the 10 day of June 1976  
FEES \$ 5.00 pd. H. P. Ferguson CLERK



DEED OF TRUST

In consideration of the payment of One Dollar and in order to secure the indebtedness and obligations herein stated,

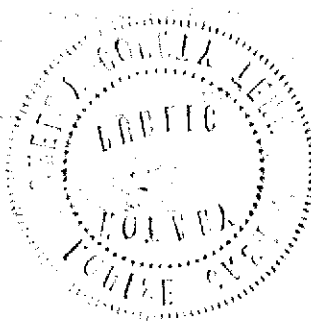
James L. Rambo and wife, Lela O. Rambo sell and convey to Leo Bearman

TRUSTEE, the following described property in DeSoto County, Tennessee:

Lot 168, Section "A", DeSoto Village subdivision, in Section 34, Township South, Range 8 West, as shown on plat of record in Plat Book 7, Pages 8 through 11, in the office of the Chancery Clerk of DeSoto County, Mississippi, being more particularly described as follows:

Beginning at a point in the southeasterly line of Evergreen Cove at the end of a 20-foot radius curve, said curve connecting the southeasterly line of Evergreen Cove with the northeasterly line of Camelot Road; thence northeastwardly along the southeasterly line of Evergreen Cove 94.7 feet to a point at the western-most corner of Lot 169 of said subdivision; thence southeastwardly 93.89 feet to a point at the southern-most corner of said Lot 169; thence southwestwardly 97.93 feet to a point in the northeasterly line of Camelot Road at the western-most corner of Lot 167 of said subdivision; thence northwestwardly along the northeasterly line of Camelot Road 80.79 feet to a point at the beginning of said 20-foot radius curve; thence northwardly along the arc of said curve 30.25 feet to the point of beginning.

Cancelled  
RECORDED BY AUTHORITY RECORDED IN BOOK  
243 PAGE 5  
THIS 21 DAY OF May 1979  
H. D. Ferguson  
CHANCERY CLERK



For prior record of conveyance see:

TO HAVE AND TO HOLD such property, with all hereditements and appurtenances, unto the Trustee, his successors and assigns, in fee simple forever.

The undersigned covenant they are lawfully seized in fee and possessed of such property, have authority to sell and convey the same, that title is unencumbered except: National Mortgage

and they will warrant the same against all claims.

But this conveyance is made in trust to secure the payment by James L. Rambo and Lela O. Rambo to

Blazer Financial Services, Inc. of a loan evidenced by a note

of even date herewith payable 36 months after date to the order of Blazer Financial Services, Inc.

in the principal amount of Three Thousand Four Hundred Twenty and No/100 (\$ 3420.00)

with interest at six per cent (%) per annum after maturity. Such note provides for acceleration of payment in the event of impairment of the collateral security or failure of the undersigned to perform any covenant in any contract concerning the collateral security.

14  
MAIL TAX NOTICES TO:  
JAMES L. RAMBO  
880 CAMELOT ROAD  
HORN LAKE, MISSISSIPPI 38637

The undersigned agree to maintain the improvements on such property in good repair and fully insured against damage by fire and other casualty, in an amount and manner satisfactory to the holder of the indebtedness secured by this instrument, with loss payable to the Trustee, and the undersigned shall pay all taxes and assessments against such property. In the event of a failure to effect such insurance or to pay any insurance premium, tax or assessment when due, the holder of the indebtedness hereby secured, or the Trustee, may pay same and any sum so expended shall become a debt secured by this instrument; which sum the undersigned agree to reimburse forthwith with interest at the rate of six per cent (6%) per annum.

The undersigned shall retain possession of the property hereby conveyed and receive and use the rents and profits thereof until default, after which the rents and profits thereof shall be due and payable to the holder of the debt hereby secured. If such indebtedness be paid, when due, and nothing shall remain owing on the obligation hereby secured, then the holder of the note will execute proper release of the lien of this Deed of Trust. If the undersigned shall fail to pay any part of such indebtedness, whether principal or interest, promptly when the same becomes due, or shall fail to pay any sum necessary to satisfy and discharge taxes and assessments before they become delinquent, or to maintain insurance or repairs, or the necessary expense of protecting the property and executing this trust, all of the indebtedness herein secured shall, at the option of the owner of such indebtedness, without notice, become immediately due and payable, and the said Trustee is authorized and empowered to enter and take possession of said property, and before or after such entry to advertise the sale of said property for twenty-one days by three weekly notices in some newspaper published in

Shelby Desoto County, and sell such property for cash to the highest bidder, free from equity of redemption, homestead, dower and all other exemptions, all of which are hereby expressly waived, and the Trustee shall execute a conveyance to the purchaser in fee simple, and deliver possession to the purchaser, which the undersigned bind themselves shall be given without obstruction, hindrance or delay. The holder of the indebtedness secured hereby may bid at any sale held under this instrument. All parties at interest hereby expressly waive inventory and bond for execution of this trust on the part of the Trustee.

In event of default, foreclosure and sale of the property by the Trustee, the proceeds of the sale shall be applied by the Trustee: First, to the payment of the expense of this trust and its execution, including a reasonable attorney's fee and Trustee's fee, and all sums expended or become liable for an account of any of the provisions of this Trust Deed; Second, to the payment of the debt secured by this instrument; and the Trustee will hold any balance subject to the order of the undersigned or to the order of the holder of inferior liens, if any.

In the event of any default in the terms and conditions of any other Deed of Trust or mortgage, the lien of which is or becomes paramount to the lien of this instrument, the owner of the indebtedness secured by this instrument may declare such indebtedness due for all purposes and foreclosure and sale may be had hereunder, or such holder may pay any sums necessary to comply with the terms of such paramount Deed of Trust or mortgage, which sums when so paid shall be secured by the lien of this instrument and shall bear interest from the date of such payment at the rate of six per cent (6%) per annum.

In addition to the power of sale above provided, the holder of the debt hereby secured shall have the right to proceed in a Court of equity to foreclose this Deed of Trust and shall be entitled to judgment for his debt and any advances lawfully made by him under the provisions of this Deed of Trust. He shall also be entitled to the appointment of a receiver to collect rents, issues and profits while such suit is pending and to judgment over for any difference between the amount paid for the property either at a Trustee's sale or a sale under order of the court and the total indebtedness accrued under the provisions of this instrument.

The holder of the debt hereby secured, at his option, is authorized to remove the Trustee and appoint a successor to execute this Trust in which successor shall be vested all title, powers and authority vested in the Trustee named herein. Such appointment shall be in writing and shall be registered in the Register's Office.

This 7th day of June, 1976

*Lela O Rambo*  
*James L Rambo*

STATE OF TENNESSEE

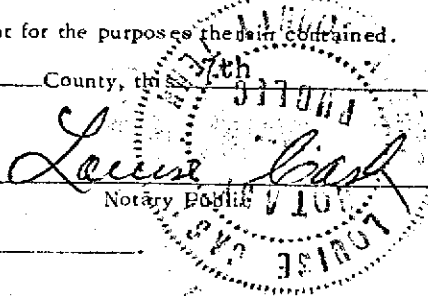
COUNTY OF Shelby

Personally appeared before me, Louise Cash, a Notary Public in and for said County and State Shelby County, Tennessee

James L. Rambo and Lela O. Rambo the within named bargainor, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office, in Shelby County, this 7th day of June, 1976

My Commission expires April 25, 1979



This instrument was prepared by Louise Cash  
Blazer Financial Services, Inc.  
1268 Getwell Road  
Memphis, TN 38111

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 00 minutes A M. 9 day of June 1976, and that the same has been recorded in Book 201 Page 13 records of said County.  
Witness my hand and seal this the 10 day of June 1976  
FEE\$ 3.50 pd.  
SEAL *H.P. Ferguson* CLERK

# DEED OF TRUST

## LAND

Paid, Satisfied and Cancelled  
This 16 day of July 1981

THIS INDENTURE, this day made and entered into between

MICHAEL D. HENLEY and wife, WANDA JEAN HENLEY,  
of the first part, hereinafter designated as the Grantor,

*The Hibernia Bank*  
*By: [Signature]*  
Attest  
*H. B. [Signature]*  
Chancery Clerk  
*By: D. W. McLean, Jr.*

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 FIVE HUNDRED NINE AND 60/100-----DOLLARS  
(\$ 4,509.60 ) evidenced by one promissory note of even date herewith in favor of  
as set forth in said promissory note  
the beneficiary, bearing interest ~~at the rate of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~  
, providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit: in sixty (60) monthly installments of principal and interest in the amount of SEVENTY-FIVE AND 16/100 DOLLARS (\$75.16) each, with the first of said monthly installments of principal and interest being due and payable on or before the 15th day of July, 1976, and one (1) of said monthly installments being due and payable on or before the same day of each consecutive month thereafter, until all of said indebtedness shall be paid in full.

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

This deed of trust is second and subordinate to that deed of trust of record in Real Estate Trust Deed Book 153, at page 572, of the land records of DeSoto County, Mississippi.

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

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSoto, in Section Thirty-Four (34), Township One (1) South, Range Eight (8) West,

State of Mississippi, and more particularly described as follows, to-wit:  
Lot 970, Section "B", in DeSoto Village Subdivision, in Section 34, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 8, pages 12 - 15, in the office of the Chancery Clerk of DeSoto County, Mississippi, being more particularly described as follows: BEGINNING at a point in the southerly line of Birchfield Circle at the end of a 35 foot radius curve, said curve connecting the southerly line of Birchfield Circle with the westerly line of Birchfield Circle; thence westwardly along the southerly line of Birchfield Circle 86.66 feet to a point at the northeast corner of Lot 946 of said subdivision; thence southwardly 114.94 feet to a point at the southeast corner of said Lot 946; thence eastwardly 119.8 feet to a point in the westerly line of Birchfield Circle at the northeast corner of Lot 969 of said subdivision; thence northwardly along the westerly line of

Birchfield Circle 89.48 feet to a point at the beginning of said 35 foot radius curve; thence northwestwardly along the arc of said curve 56.24 feet to the point of beginning.

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

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

89-1-55

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 7th day of June, 19 76.

Michael D. Henley  
MICHAEL D. HENLEY  
Wanda Jean Henley  
WANDA JEAN HENLEY

STATE OF MISSISSIPPI,  
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named MICHAEL D. HENLEY and wife, WANDA JEAN HENLEY,

who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the 7th day and year therein mentioned.

Given under my hand and official seal, this the 7th day of June, 19 76

My Commission Expires: My Commission Expires May 6, 1978

Notary Public  
[Signature]

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 10 minutes A. M. 9 day of June 1976, and that the same has been recorded in Book 201 Page 15 records of Desoto T. D. of said County.

Witness my hand and seal this the 10 day of June 1976

[Signature]

Kathleen C. McGregor

To { DEED OF TRUST

Charles H. Pegram, Sr. and wife, Frances L. Pegram

THIS INDENTURE, Made this 1st day of June, 1976, between Kathleen C. McGregor, Party

and Charles H. Pegram, Sr. and wife, Frances L. Pegram, Party

WITNESSETH, That whereas, said part Y of the first part, being indebted to the said party of the second part in the sum of Eight Thousand Eight Hundred and 00/100

Dollars (\$8,800.00) with interest at the rate of 7% per annum, repayable in 180 monthly instalments of \$79.10 each, commencing on the 1st day of July, 1976, with each subsequent and succeeding instalment being due on the first day of each month thereafter, and the final instalment, if not sooner paid, due and payable on June 1, 1991

and any further amount that the party of the second part may furnish the party of the first part... having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part Y of the first part paid by David A. Gustafson, Trustee, the part Y of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz:

Lot 2974, 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 said County.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Real Estate Trust Deed Book 110, Page 328, in the office of the Chancery Clerk of DeSoto County, Mississippi.

CANCELLED BY AUTHORITY, RECORDED IN BOOK

437 PAGE 397

THIS 16 DAY OF May 19 88

W. E. Davis by: Klet

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part Y of the first part promptly pay the above stated indebtedness on or before the 1st day of June, 19 91, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part Y of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part Y of the second part, 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

Kathleen C. McGregor Kathleen C. McGregor

STATE OF MISSISSIPPI, DeSOTO COUNTY.

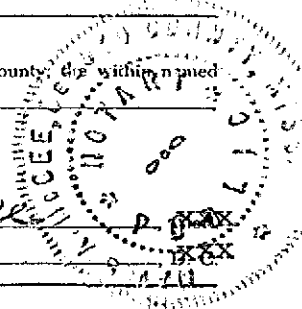
Personally appeared before me, a notary public of said County, the within named Kathleen C. McGregor

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 1st day of June, 19 76.

My Commission Expires June 22, 1976

Mavis A. McGehee 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. M. 9 day of June 1976, and that the same has been recorded in Book 201 Page 18 records of DeSoto County.

Witness my hand and seal this the 10 day of June 1976

FEES \$2.50 pd.

SEAL H. P. Ferguson CLERK

ASSIGNMENT OF DEED(S) OF TRUST

THIS ASSIGNMENT OF DEED(S) OF TRUST, executed this 10th 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 BAILEY MORTGAGE 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:

<u>Original Mortgagor</u>	<u>Date of Mortgage (Deed of Trust)</u>	<u>Book No.</u>	<u>Page No.</u>
<u>Charles C. Kerr, Jr. &amp; Judith M. Kerr</u>	<u>Nov. 3, 1975</u>	<u>193</u>	<u>57</u>
<u>Frank L. &amp; Lena J. Trusty</u>	<u>Nov. 25, 1975</u>	<u>193</u>	<u>561</u>
<u>Robert W. &amp; Dorothy J. Mahoney</u>	<u>Dec. 3, 1975</u>	<u>194</u>	<u>153</u>
<u>John Carlton &amp; Ruby Bell</u>	<u>Jan. 19, 1976</u>	<u>195</u>	<u>425</u>

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. 6799 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.

1976. WITNESS my signature and official seal of office this 19th day of May.

Allen G. DeCook  
Notary Public, Georgia at Large  
(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. on the 10 day of June 1976, and that the same has been recorded in Book 201 Page 19 records of said County.  
Witness my hand and seal this the 10 day of June 1976  
FEES \$ 4.50 pd. SEAL H. P. Ferguson CLERK

20

ASSIGNMENT OF DEED(S) OF TRUST

THIS ASSIGNMENT OF DEED(S) OF TRUST, executed this 19th 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 BAILEY MORTGAGE 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:

<u>Original Mortgagor</u>	<u>Date of Mortgage (Deed of Trust)</u>	<u>Book No.</u>	<u>Page No.</u>
<input checked="" type="checkbox"/> Nathaniel Partee & Retha Mae Partee	12-02-75 ✓	194	45
<input checked="" type="checkbox"/> Charles Curtis Ritchie & Margaret A. Ritchie	10-10-75 ✓	192	328
<input checked="" type="checkbox"/> Norman McNeel & Judy McNeel	12-05-75 ✓	194	331
<input checked="" type="checkbox"/> James D. Sears & Jonell M. Sears	12-08-75 ✓	194	327
<input checked="" type="checkbox"/> Roy C. Gunter & Debby Gunter	12-18-75 ✓	194	483

This Assignment is made without representation, warranty or recourse on Assignor herein.

Witness the execution hereof by the Government National Mortgage Association, through its duly authorized Attorney-in-Fact, whose appointment is published at 37 F.R. 16799 or 24 C.F.R. 300.11.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION

By David J. Evans  
David J. Evans Attorney-in-Fact

STATE OF GEORGIA )  
COUNTY OF FULTON ) ss.

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

WITNESS my signature and official seal of office this 19th day of May, 1976.

William G. McCook  
Notary Public, Georgia at Large  
My commission expires 8/22/10  
(SEAL)



THIS ASSIGNMENT OF DEED(S) OF TRUST, executed this 19th 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 BAILEY MORTGAGE 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:

<u>Original Mortgagor</u>	<u>Date of Mortgage (Deed of Trust)</u>	<u>Book No.</u>	<u>Page No.</u>
William B. Churchwell & Margaret G. Churchwell	9-05-75 ✓	190	286
Charles Thomas Staggs & Helen Staggs	8-21-75 ✓	190	55
Arthur D. Bell & Macie Bell	9-12-75 ✓	190	534
William Bruce Williams & Doreen L. Williams	9-04-75 ✓	190	117
Michael Jordan Nix & Linda T. Nix	9-25-75 ✓	191	420
James T. Bond & Allie M. Bond	9-26-75 ✓	191	553
David E. Benton & Cynthia A. Benton	10-15-75 ✓	192	117
Frank Foti & Effie Foti	11-11-75 ✓	193	115
Stephen W. Shell & Pamela R. Shell	11-10-75 ✓	193 & 194	489 & 183
William F. Green & Sylvia L. Green	11-10-75 ✓	193	306
Thomas Wayne Holmes	11-07-75 ✓	193	299

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  
 David J. Evans

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.

1976. WITNESS my signature and official seal of office this 19th day of May.

William H. DeLoach  
 Notary Public, Georgia at Large

(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. 10 day of June 1976, and that the same has been recorded in Book 201 Page 21 records of Real Estate 7/8 of said County.  
 Witness my hand and seal this the 10 day of June 1976  
 Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi, formerly Bank of Olive Branch, an assignee of a certain Deed of Trust does hereby certify that a certain Trust Deed bearing date the 2nd day of November, 1968, made and executed by Michael H. Mills and wife, Sherilyn L. Mills, to A. S. Ballard, Jr. and Ross L. Franks, Beneficiaries, and recorded in the office of the Chancery Clerk of DeSoto County, Mississippi, in Real Estate Trust Deed Book No. 105, page 357, on the 2nd day of November, 1968, and which Deed of Trust was subsequently assigned to Bank of Olive Branch, now the Bank of Mississippi, in Real Estate Trust Deed Book No. 106, page 77, on the 21st day of November, 1968, said Deed of Trust 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 said instruments and that this Order be recorded in the records of said County also as provided by law.

C. W. Kelly  
Authorized Agent  
Bank of Mississippi, formerly  
Bank of Olive Branch

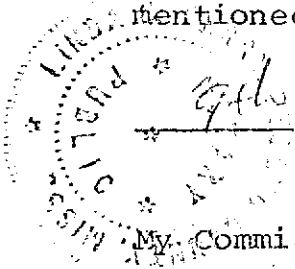
STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally came and appeared before me, the undersigned authority in and for said County and State, the within named C. W. Kelly, who acknowledged that he signed and delivered the above and foregoing instrument on the day and date and for the purposes therein mentioned.

Given under my hand and official seal of office, this the day of June, 1976.

Linda Perry  
Notary Public

My Commission Expires: June 29, 1979



STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 50 minutes A. M.  
10 day of June, 1976, and that the same has been recorded in Book 201 Page 22 records of  
Real Estate 2/8 of said County.  
Witness my hand and seal this the 10 day of June, 1976  
FEES \$ 2.50 pd. SEAL H. P. Ferguson

This Indenture, made by and between:

Randolph A. Lirette and wife, Patricia Lirette, parties

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

COMMERCIAL AND INDUSTRIAL BANK

party of the third part, WITNESSETH:

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

Lot 134, Section A, Southaven Subdivision, in Section 14 Township 1 South, Range 8 West, as shown on the revised plat of said Subdivision which is recorded in Plat Book 2, Pages 4 and 5 in the office of the Chancery Clerk of DeSoto County, Mississippi,

CANCELLED BY AUTHORITY RECORDED IN BOOK

222 PAGE 132

THIS 28 DAY OF Feb. 1978

H. S. Ferguson CHANCERY CLERK

This conveyance is made in trust, however, to secure the payment of \$ 15,828.96, evidenced by the following promissory notes of even date herewith:

One principal note of even date, repayable in Eighty-Four (84) monthly installments in the amount of One Hundred Eighty-Eight and 44/100 Dollars (\$188.44) each; first of said installments being due and payable on June 18, 1976 and one of such installments on the 18th of each month thereafter until said debt is paid in full.

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

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

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

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

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

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

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

Witness the signature of the party of the first part, on this the 15th day of June 1976

Randolph A. Lirette

Patricia Lirette

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  
Randolph A. Lirette and Patricia Lirette

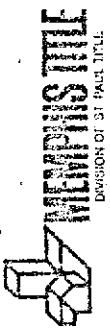
who acknowledged that they, signed and delivered the foregoing trust deed on the day and year therein mentioned as their  
voluntary act and deed.

Given under my hand and seal this the 15<sup>th</sup> day of June 1976  
Ronald B. Lindsey  
Notary Public

107  
38101

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M.  
10 day of June 1976, and that the same has been recorded in Book 201 Page 23 records of  
Real Estate of said County.  
Witness my hand and seal this the 10 day of June 1976  
FEES \$ 3.00 pd.

SEAL H.P. Ferguson CLERK



Divisional Office  
100 North Main Bldg  
P.O. Box 30  
Memphis, Tennessee 381  
Phone (901) 525-43

TRUST DEED

FROM  
Randolph A. Lirette and wife  
Patricia Lirette, parties  
TO

Tommy Ramer  
FOR THE USE OF  
COMMERCIAL AND INDUSTRIAL BA

STATE OF MISSISSIPPI  
County of De Soto

14 P. Ferguson  
of the Chancery Court and ex-officio Recorder of  
County and State aforesaid, do hereby certify that  
within instrument of writing was filed for record  
office on the 10 day of June

A. D. 19 76 at 10:30 o'clock A. M., and I  
this day duly recorded in Trust Deed Record  
Page \_\_\_\_\_

WITNESS my hand and official seal, this  
\_\_\_\_\_ day of \_\_\_\_\_

TITLE INSURANCE is the only guarantee  
against real estate title

# DEED OF TRUST LAND

CANCELLED BY AUTHORITY RECORDED IN BOOK

277 PAGE 571

THIS 16 DAY OF Oct. 19 81

THIS INDENTURE, this day made and entered into between

W. D. Ferguson  
CHANCERY CLERK

REX L. HALEY and wife, SARAH J. HALEY, 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  
TEN THOUSAND FOUR HUNDRED TWENTY-SEVEN and 40/100 ----- DOLLARS

(\$ 10,427.40 ) evidenced by a promissory note of even date herewith in favor of  
the beneficiary, bearing interest at the rate of Ten per centum per annum after  
maturity, providing for the payment of attorney's fees in case of default and being due  
and payable as follows, to-wit:

The sum of \$10,427.40, which includes principal and interest,  
due and payable in 60 equal monthly installments of \$173.79 each,  
beginning July 10, 1976, and due the 10th day of each month  
thereafter until paid in full.

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

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

County of DeSoto,

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

Lot 2457, Section L, Southaven West Subdivision, in  
Section 27, Township 1 South, Range 8 West, as per plat  
thereof recorded in Plat Book 4, Page 51. in the office  
of the Chancery Clerk of DeSoto County, Mississippi.

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 3rd day of June, 1976.

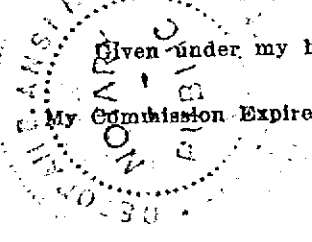
Rex L. Haley  
*Rex L. Haley*  
Sarah J. Haley  
*Sarah J. Haley*  
Sarah J. Haley

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 Rex L. Haley and Sarah J. Haley, who severally acknowledged that they

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

Given under my hand and official seal, this the 3rd day of June, 1976.  
My Commission Expires: 1-8-80  
*Deborah B. Ansburo*  
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. 10 day of June 1976, and that the same has been recorded in Book 201 Page 25 records of Real Estate 1/2 of said County.  
Witness my hand and seal this the 10 day of June 1976  
Fees \$ 5.00 pd.  
SEAL *H. N. 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 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
Hugh Joyner, Jr. and wife Brenda Joyner	3-22-74	Book 173 Page 323	Lot 317, Section B of Southaven Subdivision Section 23, Township 1 South, Range 8 West, as shown on the revised plat of said Subdivision recorded in Plat Book Pages 14, 15, and 16, the office of the Chancery Clerk of DeSoto County, Miss.

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

The undersigned, Commercial & Industrial Bank, covenants with the said grantor that 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 Commercial & Industrial Bank hereunto set hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 4 day of June 19 76

Commercial & Industrial Bank BY: Jim Smith, Asst. Vice-Pres.

STATE OF TENNESSEE } COUNTY OF SHELBY }

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

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

My commission expires day of 19 Notary Public

STATE OF TENNESSEE } COUNTY OF SHELBY }

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared Jim Smith with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Asst. Vice President of the Commercial & Industrial Bank the within named bargainer, a corporation, and that he as such Asst. Vice President being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Asst. Vice President.

WITNESS my hand and seal at office in Memphis, Tennessee this June 10 day of 19 76

Notary Seal: Notary Public, My Commission Expires September 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. 10 day of June 1976, and that the same has been recorded in Book 201 Page 28 recd. Witness my hand and seal this the 10 day of June 1976 FEES \$ 2.50 pd. SEAL H.P. Ferguson CLERK



# DEED OF TRUST

FOR VALUE RECEIVED, the undersigned

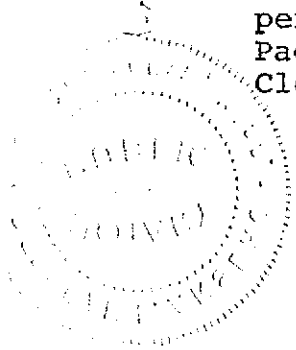
C. H. STARNES, INC.

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

as Trustee, the following described property, located in

DeSoto County, Mississippi, to-wit:

Lot 618, 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.



CANCELLED BY AUTHORITY RECORDED IN BOOK

204 PAGE 464

THIS 28 DAY OF Sept, 1976

H. B. Ferguson  
CHANCERY CLERK

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:

(\$ 16,400.00) SIXTEEN THOUSAND FOUR HUNDRED 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 of ~~xxxxxxx~~ from date, together with attorney's fees as therein provided.

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

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

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

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

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

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

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

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

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

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

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

Witness the signature of the Grantor, this the 18th day of May, 1976.

C. H. STARNES, INC.

STATE OF MISSISSIPPI, )  
COUNTY OF \_\_\_\_\_ )

BY Cephas H. Starnes  
C. H. Starnes, President

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

STATE OF MISSISSIPPI

My Commission Expires \_\_\_\_\_

COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named C. H. Starnes

who acknowledged that he is the President of C. H. Starnes, Inc.

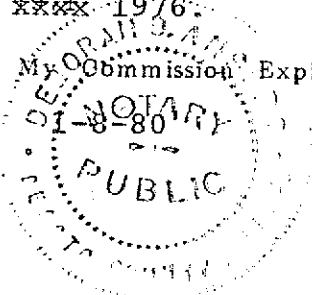
a corporation and that for and on behalf of said corporation and as its act and deed, he signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, his having been first duly authorized so to do.

Given under my hand and official seal, this the 18th day of May

My Commission Expires: \_\_\_\_\_

Deborah B. Austro  
NOTARY PUBLIC

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



STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
I, the under  
County, hereby  
was filed for  
on the 10th day  
and the same is  
Page \_\_\_\_\_ of 1  
Witness my h  
of \_\_\_\_\_  
By \_\_\_\_\_  
Clerk

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M.  
10 day of June 1976, and that the same has been recorded in Book 201 Page 29 records o  
Real Estate of said County.  
Witness my hand and seal this the 10 day of June 1976  
SEAL H. P. Ferguson

of said  
of Trust  
A. M.  
1976  
to \_\_\_\_\_  
office  
day  
D. C.

# DEED OF TRUST

FOR VALUE RECEIVED, the undersigned

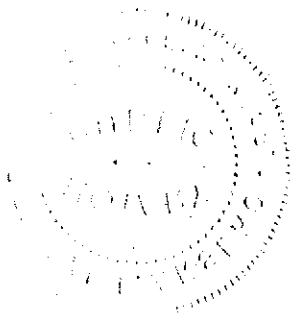
C. H. STARNES, INC.

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

as Trustee, the following described property, located in

DeSoto County, Mississippi, to-wit:

Lot 747, 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.



CANCELLED BY AUTHORITY RECORDED IN BOOK

204 PAGE 558

THIS 6 DAY OF Oct 1926

H. J. Ferguson  
CHANCERY CLERK

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:

(\$ 16,400.00 SIXTEEN THOUSAND FOUR HUNDRED 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 of ~~percent per annum from~~ from date, together with attorney's fees as therein provided.

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

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

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

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

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

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

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

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

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

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

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

Witness the signature of the Grantor, this 18th day of May, 1976.

C. H. STARNES, INC.

STATE OF MISSISSIPPI, )  
COUNTY OF \_\_\_\_\_ )

BY: C. H. Starnes  
C. H. Starnes, President

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

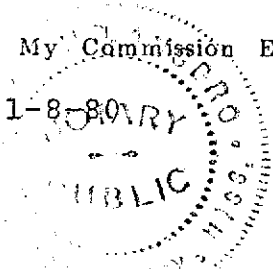
PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named C. H. Starnes who acknowledged that he is the President of C. H. STARNES, INC. a corporation and that for and on behalf of said corporation and as its act and deed, he signed, sealed and delivered 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 18th day of May, 1976.

12211

Deborah B. Anastro  
NOTARY PUBLIC

My Commission Expires:



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

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_  
I, the undersigned  
County hereby cert  
was filed for record  
on the 10 day of \_\_\_\_\_  
and the same is duly  
Page \_\_\_\_\_ of the \_\_\_\_\_  
Witness my hand an

DE

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M.  
10 day of June 1976, and that the same has been recorded in Book 201 Page 31 records  
Witness my hand and seal this the 10 day of June 1976  
FEE \$ 3.50 pd.

H. P. Ferguson  
SEAL

# DEED OF TRUST

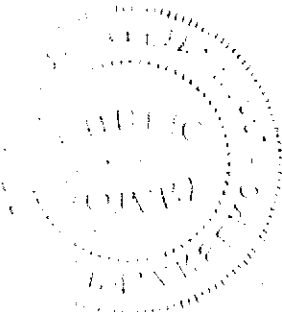
FOR VALUE RECEIVED, the undersigned C. H. STARNES, INC.

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

as Trustee, the following described property, located in \_\_\_\_\_

DESOTO County, Mississippi, to-wit:

Lot 746, 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.



CANCELLED BY AUTHORITY RECORDED IN BOOK

203 PAGE 232

THIS 18 DAY OF August 1976

W. S. Ferguson  
CHANCERY CLERK

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:

(\$ 16,400.00) SIXTEEN THOUSAND FOUR HUNDRED and no/±00 Dollars due on demand or on or before six (6) months from date with interest due and payable monthly until all principal and interest is paid in full.

as provided for in promissory note of even date

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

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

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

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

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

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

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

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

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

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

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

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

Witness the signature of the Grantor, this the 18th day of May, 1976

C. H. STARNES, INC.

STATE OF MISSISSIPPI, )  
COUNTY OF \_\_\_\_\_ )

BY: Cephas W. Starnes  
C. H. Starnes, President

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

STATE OF MISSISSIPPI

My Commission Expires \_\_\_\_\_

COUNTY OF DESOTO

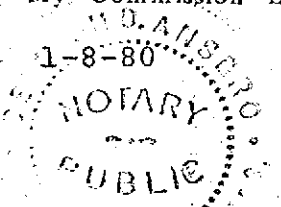
PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named C. H. Starnes who acknowledged that he is the President of C. H. Starnes, Inc. a corporation and that for and on behalf of said corporation and as its act and deed, he signed, sealed and delivered 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 18th day of May, 1976.

1971

Deborah B. Anabro  
NOTARY PUBLIC

My Commission Expires:



RETURN TO:  
W, F, R, & B, LTD.  
P. O. BOX 101  
SOUTH WEN...

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_  
I, the undersigned of \_\_\_\_\_ County, hereby certify that \_\_\_\_\_ was filed for record and on the 10 day of \_\_\_\_\_ and the same is duly recorded Page \_\_\_\_\_ of the \_\_\_\_\_ Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

DEED C

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 10 day of June 1976, and that the same has been recorded in Book 201 Page 33 records of said County.  
Witness my hand and seal this the 10 day of June 1976  
FEE \$ 3.50 pd. H. P. Ferguson CLERK

Lot 169, Sec. A - Brook Hollow S/D - Wilkerson

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

ORDER TO CLERK TO CANCEL DEED OF TRUST

TO THE CHANCERY CLERK OF  
DESOTO COUNTY, MISSISSIPPI:

You are hereby authorized, directed, instructed and empowered to mark "Fully Paid and Satisfied" and to cancel of record that certain Deed of Trust dated March 10, 1976, and given by Jerry L. Wilkerson and wife, Edith L. Wilkerson, to William H. Austin, Jr., Trustee for the benefit of First National Bank of Hernando, and which instrument is recorded in Book 197, Page 270, in your office, same having been fully paid and satisfied.

EXECUTED this the 2nd day of June, 1976.

FIRST NATIONAL BANK OF HERNANDO

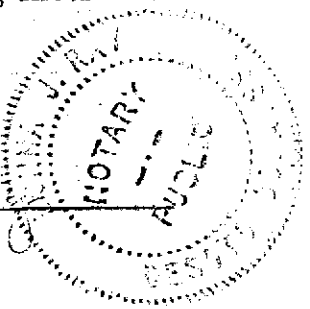
By: Jack W. Ussery  
Jack W. Ussery, President

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction, Jack W. Ussery, the President of the above corporation who acknowledged that he, being first duly authorized so to do, did, on the day and date set out therein, sign, execute, and deliver the within and foregoing instrument for and on behalf of said corporation.

WITNESS my hand and seal of office, this 2nd day of June, 1976.

[Signature]  
Notary Public



My Commission expires:

My Commission Expires Nov. 24, 1979.

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 40 minutes A. M.  
10 day of June 1976, and that the same has been recorded in Book 201 Page 35 records  
Real Estate of said County.  
Witness my hand and seal this the 10 day of June 1976  
FEE \$ 2.50 pd. SEAL H. P. Ferguson CLERK

This deed of trust is being re-recorded to add Section in the description.

James C. Goodman

To { DEED OF TRUST  
The Hernando Bank

THIS INDENTURE, Made this 24<sup>th</sup> 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 party 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 repayable 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 any further amount that the party of the second part may furnish the party of the first part during the year 10, not to exceed and the part of the first part having agreed to secure the prompt payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part 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 now he 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 10, on the land that may cultivate, or cause to be cultivated, as landlord or tenant and all farming implements of every kind and~~

4

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 insallments 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.

Paid, Satisfied and Cancelled

This 24<sup>th</sup> day of May 1976

The Hernando Bank  
By W. W. Ballard, Trustee

Attest

H. P. Ferguson  
Chancery Clerk  
By: J. E. Davis D.C.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part Y of the first part promptly pay the above stated indebtedness on or before the maturity date thereof, 1976, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part 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

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 24<sup>th</sup> day of May, 1976

My Commission Expires: (SEAL) Rebecca Kelly Clerk  
By: Notary Public D. C.

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

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 11 o'clock 0 minutes A. M. 10 day of June, 1976, and that the same has been recorded in Book 201 Page 36 records of Real Estate T/O of said County.  
Witness my hand and seal this the 10 day of June 1976  
FEES \$ 2.50 pd. SEAL H. P. Ferguson CLERK



# DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

BRADLEY W. MOBERLY and wife, SHERRY B. MOBERLY,

of the first part, hereinafter designated as the Grantor,

Boyce Lee Garner, Trustee, of the second part, hereinafter designated as Trustee, and

CHARLES E. HALL and wife, DONNA T. HALL, 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

FOURTEEN THOUSAND AND NO/100 - - - - - DOLLARS

(\$ 14,000.00 ) evidenced by one (1) promissory note of even date herewith in favor of

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

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

and payable as follows, to-wit:

During that certain period of February 2, 1977, and February 15, 1977.

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

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

County of DeSoto,

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

(See next page.)

Paid, Satisfied and Cancelled  
This 22 day of Jan 1980  
Donna T. Hall  
Charles E. Hall By F.E.D.  
Beneficiary  
Attest  
H. G. Ferguson  
Chancery Clerk  
By J. E. Davis, D.C.

10.4 Acres, more or less, in the Southeast Quarter of Section 14, Township 3 South, Range 8 West, DeSoto County, Mississippi, more particularly described as:

BEGINNING at the intersection of East line of the said Section 14 and the South Right-of-Way line of State Highway 304; thence South  $4^{\circ} 15'$  East along said section line and an old fence row 500.0 feet to a point; thence along said section line and fence row South  $2^{\circ} 49'$  East 680.0 feet to the Southeast Corner of the Charles E. Hall tract; thence South  $81^{\circ} 01'$  West along South line of said Hall tract 403.0 feet to a point; thence South  $83^{\circ} 48'$  West along South line of said Hall tract 431.8 feet to Southwest corner; thence North  $3^{\circ} 38'$  West along West line of said Hall tract 543.2 feet to a point; thence North  $86^{\circ} 22'$  East 810.23 feet along South line of the Charles Hall 7-acre tract and projection thereof to a point that is 30 feet West of East line of said section; thence North  $2^{\circ} 49'$  West and 30 feet West of said section line 193.0 feet to a point; thence North  $4^{\circ} 15'$  West and 30 feet West of said section line 500.0 feet to a point in the South Right-of-Way of said Highway 304; thence Easterly along said right-of-way 30 ft. to the Point of Beginning. All bearings are magnetic.

Signed for Identification:

*Bradley W. Moberly*  
Bradley W. Moberly

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 9th day of June, 1976.

*Bradley W. Moberly*  
Bradley W. Moberly  
*Sherry B. Moberly*  
Sherry B. Moberly

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 **BRADLEY W. MOBERLY and wife, SHERRY B. MOBERLY,** 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 9 day of June,

My Commission Expires: My Commission Expires Feb. 24, 1978

*Bette S. [Signature]*  
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 0 minutes A. M. 10 day of June 1976, and that the same has been recorded in Book 201 Page 37 records of Real Estate 118 of said County.

Witness my hand and seal this the 10 day of June 1976

FEES \$ 5.00 pd.

SEAL *H. P. [Signature]* CLERK



The Maker of this note shall not draw in excess of eighty (80) per cent of the combined evaluations as shown in the certificates of reasonable value issued by the Veteran's Administration for buildings on the above described lots.

Sect 324  
Partial Release of this Instrument Recorded in  
Real Estate TID Book  
No. 219 Page 146  
This 6 day of Dec 1977  
H. S. Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK  
222 PAGE 628  
THIS 20 DAY OF March 1978  
H. S. Ferguson  
CHANCERY CLERK

Sect 320  
Partial Release of this Instrument Recorded in  
Real Estate TID Book  
No. 220 Page 571  
This 18 day of Jan 1978  
H. S. Ferguson Clerk

Sect 318  
Partial Release of this Instrument Recorded in  
Real Estate TID Book  
No. 221 Page 747  
This 16 day of Feb 1978  
H. S. Ferguson Clerk

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 9th day of June 1976.

Tom Divine Development Corp.

By: Thomas M. Divine, Jr.  
President

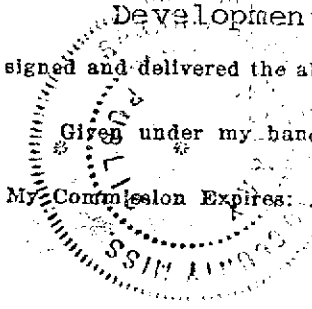
STATE OF MISSISSIPPI,  
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Thomas M. Divine, Jr., President of Tom Divine Development Corp. who severally acknowledged that he

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

Given under my hand and official seal, this the 9th day of June 1976.

My Commission Expires: 3-24-79  
Sarah Bethune  
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 8 o'clock 35 minutes A. M.  
10 day of June 1976, and that the same has been recorded in Book 201 Page 40 records of  
Real Estate 5/8 of said County.  
Witness my hand and seal this the 10 day of June 1976  
page 6.35  
SEAL H.P. Jackson CLERK

# DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between Malcolm Mason, Jr. and wife, Marbara Mason

of the first part, hereinafter designated as the Grantor,

W. 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 Five Hundred Twenty-Three Dollars and 20/100-----DOLLARS  
(\$ 6,523.20 ) 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: 48 monthly installments of \$135.90 each, and due and repay-  
able on or before the 15th day of each month, first of said installment shall be due  
July 15, 1976

CANCELLED BY AUTHORITY RECORDED IN BOOK

235 PAGE 600

27 DAY OF Dec. 19 78

J. G. Ferguson  
CHANCERY CLERK

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:

A part of the West half of the West half of the Southwest Quarter of Section 4, Township 3 South, Range 6 West, DeSoto County, Mississippi and being particularly described as beginning at a point that is 1,577.50 feet south and 30.0 feet East from the Northwest corner of the said Southeast quarter of Section 4, run thence South parallel to the West line of the said Southeast quarter a distance of 498.00 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 498.00 feet; thence West parallel to the North line of the Southeast quarter a distance of 630.00 feet to the point of beginning and containing 7.20 acres, more or less.

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

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

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

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



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

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

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

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

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

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

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

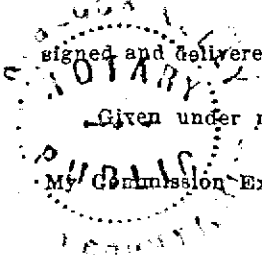
Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 10th day of June 1976

*Malcolm Mason, Jr.*  
Malcolm Mason, Jr.  
*Barbara Mason*  
Barbara Mason

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 Malcolm Mason, Jr. and wife, Barbara Mason who severally acknowledged that they



signed and delivered the above and foregoing deed of trust on the day and year therein mentioned. Given under my hand and official seal, this the 10th day of June 1976 My Commission Expires: 5-1-78 *Rebecca Kelly* Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 11 o'clock 45 minutes A. M. 10 day of June 1976, and that the same has been recorded in Book 201 Page 43 records Real Estate of said County. Witness my hand and seal this the 10 day of June 1976 *H. P. Ferguson* CLERK FEES \$ 5.00 pd. SEAL

PARTIAL RELEASE

For value received First Memphis Realty Trust releases from the Deed of Trust dated August 28, 1972, recorded in Book 147, page 195, the land in DeSoto County, Mississippi described as follows, to-wit:

Lots 317, 318, 319, 320, 321, 322, 323, 324, 325, and 463 in Section C, Lake Forest Subdivision, as shown by the Plat recorded in Plat Book 12, pages 5-7, in the office of the Chancery Clerk in said County in Section 25, Township 1 South, Range 9 West.

In all other respects the Deed of Trust shall remain in full force and effect.

The Chancery Clerk is authorized to record this Partial Release and make a notation upon the record of the Deed of Trust.

Witness the signature of First Memphis Realty Trust by its authorized

officer this 2nd day of June, 1976.

It is expressly understood and agreed that the officer(s) of the First Memphis Realty Trust executing this instrument do(es) so solely in his or their capacity as such officer(s); that neither the officers, nor the Trustees, nor the shareholders of the Trust shall be personally liable upon, nor shall resort be had to their private property for the satisfaction of, any obligations of any nature whatsoever of the trust; and that all parties concerned shall look solely to the Trust property for the satisfaction of any claims. This instrument, and all other provisions hereof, are subject and subordinate to the provisions of this paragraph. Any interpretation or construction of this paragraph shall be governed by the laws of the State of Massachusetts.

FIRST MEMPHIS REALTY TRUST

By James F. Hurtig VICE President

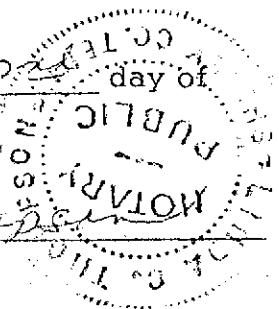
STATE OF TENNESSEE

COUNTY OF SHELBY

This day personally appeared before me, the undersigned authority in and for said county and state, James F. Hurtig Vice President of First Memphis Realty Trust, who acknowledged that he signed and delivered the above and foregoing instrument for and on behalf of First Memphis Realty Trust, on the day and year therein mentioned.

Given under my hand and official seal of office this the 2nd day of June, 1976.

Linda C. Thompson Notary Public



My commission expires:

May 6, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 8 o'clock 40 minutes A. M. 10 day of June 1976, and that the same has been recorded in Book 201 Page 46 recorded as Real Estate 518 of said County.  
Witness my hand and seal this the 10 day of June 1976  
FEES \$ 2.50 pd. SEAL H. P. Ferguson CLERK

This Indenture, made by and between Edmund W. Perry and wife, Martha McIlvain Perry

party of the first part; Raymond T. Wilson party of the second part, as Trustee; and  
Phil E. Wilson

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 15 of Ridge View Subdivision as shown on Plat appearing of record in Plat Book 12, Pages 41-44 in the land records of DeSoto County, Mississippi, in the Office of the Chancery Clerk of said county, to which recorded plat reference is made for a more particular description of said lot. Said property is located in Section 26, Township 1, Range 7 West.

CANCELLED BY AUTHORITY RECORDED IN BOOK

217 PAGE 314

THIS 20 DAY OF October 1977

W. D. [Signature]  
CHANCERY CLERK

This conveyance is made in trust, however, to secure the payment of \$10,000.00, evidenced by the following promissory notes of even date herewith:

Promissory Note executed on the 10 day of ~~May~~ <sup>JUNE</sup>, 1976 by Edmund W. Perry and wife, Martha McIlvain Perry for the amount of Ten Thousand Dollars and 00/100 (\$10,000.00) with interest at the rate of 10% per annum.

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 10<sup>th</sup> day of July, 1976.

Gene C. Pendleton

Edmund W. Perry  
Edmund W. Perry  
Martha McIlvain Perry  
Martha McIlvain Perry

STATE OF MISSISSIPPI }  
COUNTY OF DESOTO } ss.

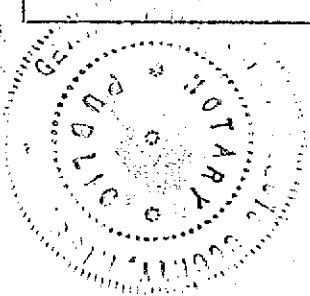
Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named

Edmund W. Perry and wife, Martha McIlvain Perry

who acknowledged that ~~the~~ 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 10th day of ~~May~~ June, 1976

My Commission expires: 8-10-79 Gean C. Paundexter  
Notary Public.



*1209 S Parkman  
Edmund W. Perry  
Martha McIlvain Perry*

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 11 o'clock 55 minutes A. M.  
10 day of June 1976, and that the same has been recorded in Book 201 Page 47 records of  
Real Estate Tr of said County.  
Witness my hand and seal this the 10 day of June 1976 SEAL H. P. Ferguson CLERK  
FEES \$ 3.00 pd.

Compliments of  
THE TITLE COMPANY, INC.  
12 SO. MAIN  
MEMPHIS, TENNESSEE

TRUST DEED

FROM

Edmund W. Perry and wife  
Martha McIlvain Perry

TO

T. Wilson Trustee  
OR THE USE OF

Wilson  
MISSISSIPPI  
DESOTO } ss.

H. P. Ferguson Clerk  
Court and ex-officio Recorder  
and State aforesaid, do hereby  
within instrument of writing  
and in my office on the 10th day

June A.D. 1976  
F. M., and has been this day  
Trust Deed Record \_\_\_\_\_

hand and official seal, this

\_\_\_\_\_ 19\_\_\_\_

Clerk.

This is the only guaranteed  
real estate title lossess.

PARTIAL RELEASE

For value received FREDERICK W. SMITH releases from the Deed of Trust dated August 28, 1972, recorded in Book 147, page 200, the land in DeSoto County, Mississippi described as follows, to-wit:

Lots 317, 318, 319, 320, 321, 322, 323, 324, 325, and 463 in Section C, Lake Forest Subdivision, as shown by the Plat recorded in Plat Book 12, pages 5-7, in the office of the Chancery Clerk in said county in Section 25, Township 1 South, Range 9 West.

In all other respects the Deed of Trust shall remain in full force and effect. The Chancery Clerk is authorized to record this partial release and make a notation upon the record of the Deed of Trust.

Witness my signature this the 4th day of June, 1976.

*Frederick W. Smith*  
Frederick W. Smith

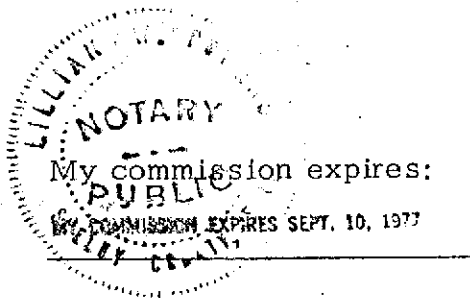
STATE OF TENNESSEE

COUNTY OF SHELBY

This day personally appeared before me, the undersigned authority in and for said county and state, the within named FREDERICK W. SMITH, who acknowledged that he signed and delivered the above and foregoing Partial Release on the day and year therein mentioned as his free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 4th day of June, 1976.

*Lillian W. Peders*  
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 40 minutes A.M. on the 12 day of June 1976, and that the same has been recorded in Book 201 Page 49 records of Real Estate of said County.

Witness my hand and seal this the 11 day of June 1976  
SEAL *H.P. Ferguson* CLERK

FEES \$ 2.50 pd.



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REMODIFICATION OF LOAN AND ADDITIONAL  
EXTENSION OF LIEN AGREEMENT

WHEREAS, Jo Ruth Riley Wallace, Executrix of the Estate of Buford Fowler Wallace, Deceased, loaned to Bill J. Spence, W. N. Spence, Jon A. Reeves, Byrl L. Lehnus, Colleen G. Engle, Larry M. Jones, and James C. Robbins, jointly and severally, Byrl L. Lehnus having subsequently sold his interest to Jerry A. Truitt, the sum of One Hundred Seventy-One Thousand Five Hundred and no/100 (\$171,500.00) Dollars, evidenced by note and secured by Deed of Trust, both dated April 1, 1974, which Deed of Trust is recorded in Book 173, page 353, in the Office of the Clerk of the Chancery Court of DeSoto County, Mississippi, to which reference is hereby made; and

WHEREAS, Jo Ruth Riley Wallace, Executrix of the Estate of Buford Fowler Wallace, Deceased, has distributed said note to Jo Ruth Riley Wallace, Individually, as part of her distributive share of the estate of Buford Fowler Wallace, Deceased; and

WHEREAS, Jo Ruth Riley Wallace has transferred the said note to Union Planters National Bank to be held in trust known as the Jo Ruth Riley Wallace Revocable Living Trust Agreement; and

WHEREAS, the parties heretofore for mutual consideration wish to modify the terms of said note and Deed of Trust in the following particulars: To extend the balance of the second annual principal payment from April 1, 1976, to April 1, 1977; however, all interest due through April 1, 1976, which amounts to Four Thousand Five Hundred Nine and 60/100 (\$4,509.60) Dollars shall be due and payable upon the execution of this agreement and the note hereinabove described shall be modified to indicate interest to be due and payable from April 1, 1976 until due on April 1, 1977 to be at the rate of ten (10%) percent of the outstanding principal due and owing.

NOW, THEREFORE, it is agreed that the unpaid balance of said indebtedness is as of the date of the execution hereof the sum of Eight-Five Thousand Seven Hundred Fifty and no/100 (\$85,750.00) Dollars, and said mortgagors promise to pay said indebtedness and Union Planters

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National Bank, as Trustee of the Jo Ruth Riley Wallace Revocable Living Trust and assignee of the note payable to Jo Ruth Riley Wallace, promises to accept payment of said indebtedness as set forth in this remodification agreement. In all other respects, said note and Deed of Trust remain in full force and effect and said mortgagors promise to pay said indebtedness as amended herein and to perform all other obligations in said note and Deed of Trust as provided herein.

EXECUTED this 12<sup>th</sup> day of May, 1976.

UNION PLANTERS NATIONAL BANK, Trustee of the Jo Ruth Riley Wallace Revocable Living Trust Agreement

BY: [Signature]  
Vice President and Trust Officer

[Signature]  
Bill J. Spence

[Signature]  
W. N. Spence

[Signature]  
Jon A. Reeves

[Signature]  
Jerry A. Truitt

[Signature]  
Colleen G. Engel

[Signature]  
Larry M. Jones

[Signature]  
James C. Robbins

[Signature]  
Byrl L. Lehnus, as a continuing obligor under the original note and subsequent remodification.

STATE OF TENNESSEE )

COUNTY OF SHELBY )

Before me, a Notary Public in and for said state and county, personally appeared Richard D. Phillips with whom I am personally acquainted and who, upon oath, acknowledged himself to be a Trust Officer of Union Planters National Bank, the within named Trustee of



the Jo Ruth Riley Wallace Revocable Living Trust Agreement, and that he as such Trust Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing as such Trust Officer of Union Planters National Bank.

WITNESS my hand and official seal this 17<sup>th</sup> day of MAY, 1976.

Urbeth Evans Martin  
Notary Public



My Commission Expires:

MY COMMISSION EXPIRES MAY 3, 1977.

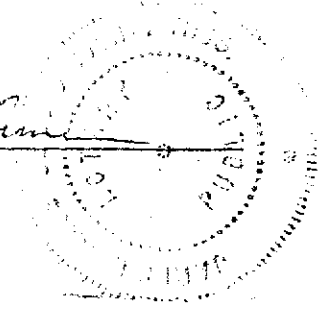
STATE OF MISSISSIPPI )

COUNTY OF DESOTO )

On this 12<sup>th</sup> day of May, 1976, before me, a Notary Public in and for said state and county, duly commissioned and qualified, personally appeared Bill J. Spence, W. N. Spence, Jon A Reeves, Jerry A. Truitt, Coleen G. Engel, Larry M. Jones, James C. Robbins, and Byrl L. Lehnus, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their own free act and deed.

WITNESS my hand and official seal this 12<sup>th</sup> day of May, 1976.

Jan W. Am...  
Notary Public



My Commission Expires:

3/3/80

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. on 8 day of June 1976, and that the same has been recorded in Book 201 Page 51 records of Real Estate TID of said County.

Witness my hand and seal this the 11 day of June 1976

FEES 4.50 pd.

SEAL H.P. Ferguson CLERK

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# DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

RAYMOND A. ATKINSON and wife, DOROTHY R. ATKINSON,

of the first part, hereinafter designated as the Grantor,

William H. Austin, Jr., Trustee, of the second part, hereinafter designated as Trustee, and

S. I. RALEY and wife, DOROTHY RALEY, 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

FIVE THOUSAND AND NO/100 - - - - -DOLLARS

( \$ 5,000.00 ) evidenced by one (1) promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of eight (8) per centum per ----- annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Six (6) equal payments of \$75.00 per month, including interest on the unpaid principal balance at the rate of Eight (8) per cent per annum, beginning on the 16<sup>th</sup> day of July, 1976, with a like payment due and payable on the 16<sup>th</sup> day of each and every successive month thereafter;

Payments of \$100.00 per month, including interest on the unpaid principal balance at the rate of Eight (8) per cent per annum, beginning on the 15<sup>th</sup> day of January, 1977, with a like payment due and payable on the 15<sup>th</sup> day of each and every successive month thereafter until paid in full.

CANCELLED BY AUTHORITY RECORDED IN BOOK

211 PAGE 523

THIS 17 DAY OF May 1977

H. 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 13, in Section "B", Droke Subdivision, in Section 2, Township 2 (South), Range 8 West, DeSoto County, Mississippi, as shown by the plat of said subdivision recorded in Plat Book 1, Page 32 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

*Substitute*  
Appointment of Successor Trustee of this instrument Recorded in Real Estate  
Book No. 209 Page 457  
This 23 day of Mar 1977

H. H. Ferguson Clerk

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

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

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

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

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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 10<sup>th</sup> day of June, 1976.

*Raymond A. Atkinson*  
Raymond A. Atkinson

*Dorothy R. Atkinson*  
Dorothy R. Atkinson

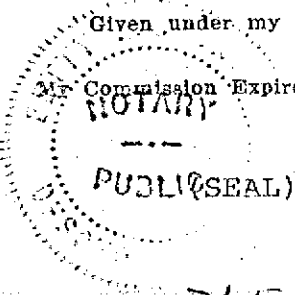
STATE OF MISSISSIPPI,  
COUNTY OF DeSOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named RAYMOND A. ATKINSON and wife, DOROTHY R. ATKINSON, who severally acknowledged that they

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

Given under my hand and official seal, this the 10<sup>th</sup> day of June, 1976.

Commission Expires: Jan. 24, 1979 *Betty A. McArthur*  
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. 11 day of June 1976, and that the same has been recorded in Book 201 Page 54 records of Real Estate 710 of said County.  
Witness my hand and seal this the 11 day of June 1976

# DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between  
BOBBY K. OWENS and DORIS M. OWENS

of the first part, hereinafter designated as the Grantor,

ROBERT Q. WHITWELL                      Trustee, of the second part, hereinafter designated as Trustee, and  
FIRST NATIONAL BANK

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 Six Hundred Forty Four and 20/100-----DOLLARS  
(\$ 2,644.20 ) evidenced by one promissory note of even date herewith in favor of  
the beneficiary, ~~bearing~~ <sup>including</sup> interest at the rate of 10% per centum per annum after  
maturity, providing for the payment of attorney's fees in case of default and being due  
and payable as follows, to-wit:

Due and payable in thirty-six (36) monthly installments  
of \$73.45 each, beginning on June 23, 1976, and each suc-  
ceeding month until paid in full.

CANCELLED BY AUTHORITY RECORDED IN BOOK  
243 PAGE 357  
THIS 30 DAY OF May 19 79  
J. B. Ferguson  
CHANCERY CLERK

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

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

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

Lot 257, Section B, Greenbrook Subdivision, in Section  
19, Township 1 South, Range 7 West, as per plat thereof recorded  
in Plat Book 8, Pages 51 and 52, in the Office of the Chancery  
Clerk of DeSoto County, Mississippi.

This Deed of Trust is third and inferior to that certain Deed of Trust executed by the Grantors, Marle H. Mitchell, et ux to George S. Sander- son, Jr., Trustee for Bradley Mortgage Company, Beneficiary, dated September 8, 1972, and recorded in Book 147 at Page 543, said Deed of Trust being assigned to the City Federal Savings and Loan Association, dated December 20, 1972, filed for record December 29, 1972, in Book 152 at Page 202 at 11:00 A.M., in the Office of the Chancery Clerk of DeSoto County, Mississippi, securing a principal indebtedness in the amount of \$22,650.00.

This Deed of Trust is inferior to that certain Deed of Trust executed by Bobby K. Owens and Doris M. Owens to Arthur E. Huggins, Trustee for First National Bank of Southaven, Beneficiary, dated July 3, 1975, fil- ed for record July 9, 1975 in Book 187 at Page 548 at 3:00 P.M., in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, securing an indebtedness in the principal amount of \$2,346.48.

The entire principal sum secured hereby with all interest and charges accrued thereon and all other amounts secured hereby shall at the op- tion 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 here- after, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

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

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

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

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

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

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

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

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

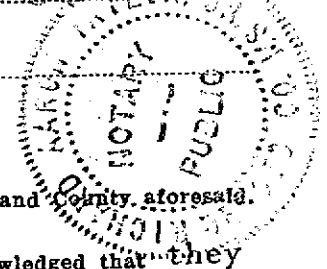
Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 8th day of June 1976

*Bobby K Owens*  
\_\_\_\_\_  
*Doris M Owens*  
\_\_\_\_\_



STATE OF MISSISSIPPI,  
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Bobby K. Owens and Doris M. Owens who severally acknowledged that they

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

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

My Commission Expires: \_\_\_\_\_  
My Commission Expires July 28, 1976

*Richard Aaron Taylor Jr*  
\_\_\_\_\_  
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.  
11 day of June 1976, and that the same has been recorded in Book 201 Page 57 records of  
Real Estate of said County.  
Witness my hand and seal this the 11 day of June 1976





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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 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 9 day of June 19 76

DESOTO COUNTY FARM BUREAU

BY: William W. Savage President

BY: Rebecca A. Bennett Sec-Treas.

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 DESOTO COUNTY FARM BUREAU  
William W. Savage, President and Rebecca A. Bennett who severally acknowledged that they  
Sec-Treas. signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 9th day of June 19 76

My Commission Expires Jan. 7, 1973

L. Lewis M. Bruce  
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M.  
11 day of June 1976, and that the same has been recorded in Book 201 Page 60 records of  
Real Estate TID of said County.

Witness my hand and seal this the 11 day of June 1976

PARTIAL RELEASE

For value received, the undersigned beneficiaries of that certain Deed of Trust made and executed by Consolidated Land & Investment Company, Inc., Trustee, to Joel P. Walker, Trustee, for the undersigned beneficiaries dated May 25, 1972, and recorded in Trust Deed Book 143 , page 173, Chancery Clerk's Office, DeSoto County, Mississippi, do hereby release from the lien of said instrument the land lying and being situated in the Town of Olive Branch, DeSoto County, Mississippi, described as follows, to-wit:

2.0 acres, more or less, situated Section 33, Township 1 South, Range 6 West, being more particularly described as beginning at a point in west right-of-way of State Highway 305, said point being 3.160.2 feet south of north line of said Section 33, Township 1 South, Range 6 West, and also being the northeast corner of the Albertine-McCrory property; thence north 3 degrees 5 minutes west along said highway right-of-way 188.78 feet to a point; thence north 87 degrees 18 minutes west and parallel to south line of the old Maxwell house lot 173.05 feet to a point; thence south 86 degrees 45 minutes west 253.66 feet to a point; thence south 3 degrees 5 minutes east 206.36 feet to a point in north line of said Albertine-McCrory property; thence north 86 degrees 45 minutes east along said north line 426.4 feet to the point of beginning, and containing two (2) acres, more or less as per survey of J. E. Lauderdale dated October, 1975.

This is a partial release, releasing only the above-described lands. In all other respects, said lien remains in full force and effect.

The undersigned beneficiaries in that certain Deed of Trust named above hereby authorize the Chancery Clerk to make the appropriate marginal notation on the face of the lien instrument.

WITNESS OUR SIGNATURES, this the 3rd day of June, 1976.

W. M. Maxwell  
W. M. Maxwell

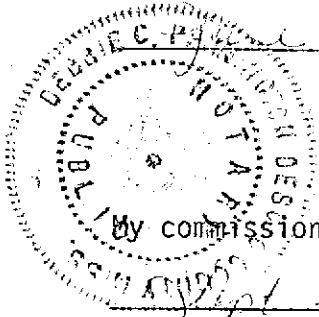
Gladys Maxwell  
Gladys Maxwell

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named W. M. Maxwell and

Gladys Maxwell, who severally acknowledged that they signed and delivered the above and foregoing Partial Release on the day and year therein mentioned.

Given under my hand and official seal, this the 3rd day of \_\_\_\_\_, 1976.



Dennis C. Pennington  
Notary Public

My commission expires:

Sept 24, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 35 minutes P. M. 11 day of June 1976, and that the same has been recorded in Book 201 Page 63 records of Real Estate of said County.

Witness my hand and seal this the 14 day of June 1976

FEES \$ 3.00 pd.

SEAL H. P. Ferguson CLERK

PARTIAL RELEASE

For value received, the undersigned beneficiaries of that certain Deed of Trust made and executed by Consolidated Land & Investment Company, Inc., Trustee, to Joel P. Walker, Trustee, for the undersigned beneficiaries dated May 25, 1972, and recorded in Trust Deed Book 143, Page 173, Chancery Clerk's office, DeSoto County, Mississippi, do hereby release from the lien of said instrument the land lying and being situated in the Town of Olive Branch, DeSoto County, Mississippi described as follows, to wit:

TRACT 1.

10.217 acre tract more particularly described as Commencing at the Northeast Corner of Section 33, Township 1, Range 6 West, Chickasaw Cession; thence west, 1153.5 feet to a point; thence South 30.0 feet to an iron pin in the south right of way of Goodman Road being the point of beginning and the Northeast Corner of the described tract; thence along the South right of way of Goodman Road with the following calls: South 86 degrees, 40 minutes West, 165.0 feet; South 03 degrees 20 minutes East, 10.0 feet; South 86 degrees, 40 minutes West, 200.0 feet; North 03 degrees, 20 minutes West, 10.0 feet; South 86 degrees 40 minutes West, 300.0 feet; South 03 degrees 20 minutes East, 10.0 feet; South 86 degrees, 40 minutes West, 109.78 feet to a point; thence South 43 degrees 02 minutes, 47 seconds East, 766.97 feet to a point; thence North 86 degrees, 40 minutes East, 774.78 feet to a point in Winder's West line; thence with the Winder's West line with the following calls: North 48 degrees, 47 minutes West, 339.78 feet to an iron pin; North 47 degrees 53 minutes West, 171.77 feet to an iron pin; North 36 degrees, 46 minutes West, 55.47 feet to an iron pin; North 20 degrees, 32 minutes West, 135.0 feet to an iron pin; North 45 degrees, 00 minutes West, 85.63 feet to the point of beginning containing 10.217 acres more or less.

TRACT 2

3.0 acres described as Commencing at the Northeast Corner of Section 33, Township 1, Range 6 West, Chickasaw Cession; thence west along the Center line of Goodman Road 2648.5 feet to a point; thence south normal to said center line, 30.0 feet to an iron pin; thence South 02 degrees 55 minutes East 2084.72 feet to an iron pin; thence North 86 degrees 45 minutes East, 1562.52 feet to the point of beginning; thence North 86 degrees 45 minutes East, 633.26 feet to a point, being the Southwest Corner of the Town of Olive Branch's 2.0 acre lot; thence North 03 degrees, 05 minutes West, 206.36 feet along the west line of said 2.0 acre lot to the northwest corner of said 2.0 acre lot; thence South 86 degrees, 45 minutes West, 633.26 feet to a point; thence South 03 degrees, 05 minutes East 206.36 feet to the point of beginning containing 3.0 acres more or less.

This is a partial release, releasing only the above described lands.

In all other respects, said lien remains in full force and effect.

The undersigned beneficiaries in that certain deed of trust named above hereby authorize the Chancery Clerk to make the appropriate marginal notation on the face of the lien instrument.

WITNESS OUR SIGNATURES, this the 3rd day of June, 1976.

W M Maxwell  
W. M. Maxwell

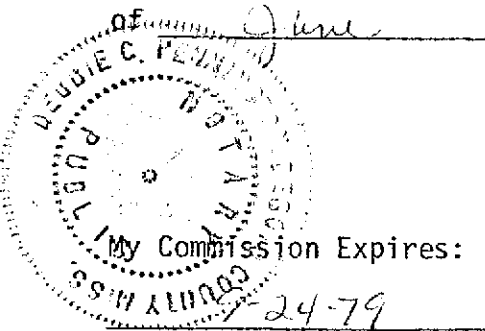
Gladys Maxwell  
Gladys Maxwell

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named W. M. Maxwell and his wife, Gladys Maxwell, who severally acknowledged that they signed and delivered the above and foregoing Partial Release 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 3 day of June, 1976.

Debbie C. Pennington  
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 4 o'clock 35 minutes P. M. 4 day of June 1976, and that the same has been recorded in Book 201 Page 65 records of Real Estate of said County.  
Witness my hand and seal this the 14 day of June 1976  
FEE \$ 3.50 pd. SEAL H. P. Ferguson CLERK

STATE OF MISSISSIPPI, } ss.  
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That First National Bank, Hernando

of DESOTO the beneficiary, does hereby certify that a certain trust deed

bearing date the 15th day of May 19 73 made and executed by Thomas J. Duncan and wife,

Sue H. Duncan of Desoto, to First NAtioanl Bank, Hernando

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

County, in the State of Mississippi in Real Retate Trust Deed Record No. 159 on page 343

of the Record of Trust Deeds, on the 23 rd day of May, A. D. 19 73, is now fully paid

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

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

said County also as provided by law.

First NAtioanl Bank, Hernando

R. A. Taylor  
R. A. Taylor, Vice President

STATE OF MISSISSIPPI, } ss.  
DeSoto County.

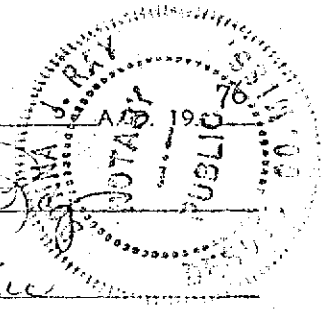
Personally came and appeared before me, the undersigned authority Richard A. Taylor

in and for County and State aforesaid, R. A. Taylor, Vice President who acknowledged that he signed and

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

Given under my hand and seal of office this 4th day of June

Anna J. [Signature]  
Notary Public



My Commission Expires Nov 24, 1979

LAWRENCE-GREEN-WOOD 375-1-1

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. Page        records o

11 day of June 1976, and that the same has been recorded in Book        of said County.

Witness my hand and seal this the 14 day of June 1976

Fee \$ 2.50 pd.

SEAL

H. P. Ferguson CLERK

T R U S T D E E D

THIS INDENTURE, made this the 11th day of June, 1976, between BAK CHANG SHIN, and wife, KAP SOOK SHIN, Party of the First Part, and DOUGLAS W. BENNETT and wife, DANA K. BENNETT, 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 FIFTEEN HUNDRED and NO/100 DOLLARS (\$1500.00) with interest at the rate of 6% per annum, repayable in 15 monthly installments of \$100.00 plus 6% interest on the unpaid balance each, with the first installment being due on the 5th day of August, 1976, and each subsequent and succeeding installment being due on the 5th 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 2897, 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 said County.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 124, Page 1, 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, 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.

~~Paid, Satisfied and Cancelled~~

This 19 day of June, 1976

Bak Chang Shin  
Bak Chang Shin

Attest

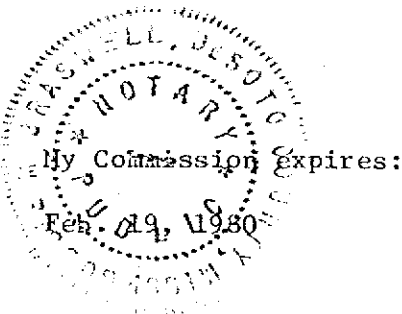
Kap Sook Shin  
Kap Sook Shin

STATE OF MISSISSIPPI  
CHANCERY CLERK  
COUNTY OF DESOTO

Before me, a Notary Public for said jurisdiction, this day personally appeared the above named Bak Chang Shin and wife, Kap Sook Shin, 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 11th day of June, 1976.

Bobbie M. Besswell  
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. 14 day of June 1976, and that the same has been recorded in Book 201 Page 68 records of Real Estate of said County.  
Witness my hand and seal this the 14 day of June 1976  
Fees \$ 2.50 pd.

SEAL H. N. Ferguson



STATE OF MISSISSIPPI

# DEED OF TRUST

ACCOUNT # 40279-2

COUNTY OF DeSoto

BRANCH Senatobia

WHEREAS, Eddie Van Glover and Margaret Glover

Husband and Wife

Grantor(s)

are justly indebted unto CITY FINANCE COMPANY OF MISSISSIPPI, INC., Beneficiary, in the sum of Eighteen Thousand Three Hundred Ninety-Five and 16/100\*\*\* DOLLARS (\$ 18,395.16)  
(Total Amount of Note/Total of Payments)

as evidenced by a promissory note dated June 2, 1976

with the Amount of Loan (Amount Financed) of ..... \$ 9997.37

Finance Charge (Precomputed Charges) of ..... \$ 8397.79

Annual Percentage Rate ..... 19.49 %

and due and payable in 84 installments of \$ 218.99 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:

Beginning at a point 1,371.9 Feet West and 435.6 feet South of the Northeast corner of Section 5, Township 2, Range 6 West, said point being the Southeast corner of the McIntyre tract; thence South along Gillespie's East line 340 feet to a point; thence West 125 feet to a point; thence North 331.1 feet to a point in the South line of the McNeil tract; thence East 25 feet to the Southeast corner of the McNeil tract; thence North 8.9 feet to the Southwest corner of the McIntyre tract; thence East along the South line of the McIntyre tract 100 feet to the point of beginning.

CANCELLED BY AUTHORITY RECORDED IN BOOK

240 PAGE 343

THIS 2 DAY OF Apr 1979

H. M. Ferguson  
CHANCERY CLERK

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

TO HAVE AND TO HOLD the aforescribed real estate, together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the Beneficiary, its successors and assigns, 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 aforescribed real estate; that they have a good right to sell and convey the same; that the same is unencumbered, except:

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

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

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, 1976

Witnesses:

Phil Horne  
Eddie Van Glover

Signature: Eddie Van Glover  
Type Name Here: Eddie Van Glover  
Signature: Margaret Glover  
Type Name Here: Margaret Glover

ACKNOWLEDGEMENT

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

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

Personally appeared before me, the undersigned authority in and for the above named county and state, the within named \_\_\_\_\_, who acknowledged before me that \_\_\_\_\_ signed

and delivered the above and foregoing instrument of writing on the day and date therein mentioned as \_\_\_\_\_ own act and deed.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

My commission expires: \_\_\_\_\_

Notary Public

AFFIDAVIT

STATE OF MISSISSIPPI  
COUNTY OF Deato

Personally appeared before me, the undersigned authority in and for the above named county and state, the within named \_\_\_\_\_

Dalton Hankins

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 Eddie Van Glover & wife whose name(s) (is) (are) subscribed thereto, sign, seal and deliver the same to the said CITY FINANCE COMPANY OF MISSISSIPPI, INC., and that Eddie Van Glover & wife, Margaret he, this deponent, subscribed his name as a witness thereto in the presence of the said Eddie Van Glover & wife, Margaret on the day and year herein named.

Phil Horne  
Brenda J. Parker  
Notary Public

Sworn to and subscribed before me this the 2nd day of June, 1976

My commission expires: My Commission Expires May 8, 1973

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at \_\_\_\_\_ o'clock \_\_\_\_\_ minutes A. M. on the \_\_\_\_\_ day of \_\_\_\_\_, 1976, and that the same has been recorded in Book 201 Page 69 records of \_\_\_\_\_ of said County.  
Witness my hand and seal this the 14 day of June, 1976  
FEESS \$ 3.50 pd.

TRUST

HIS DOCUMENT TO:  
OF MISSISSIPPI, INC.  
ice Box  
MS. 38668

SEAL H.P. Ferguson

# DEED OF TRUST LAND

CANCELLED BY AUTHORITY RECORDED IN BOOK  
270 PAGE 75  
4 DAY OF March 1981  
H. A. Taras  
CHANCERY CLERK

THIS INDENTURE, this day made and entered into between

Gladys Todd Edwards, a widow

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

Three thousand eight hundred forty-three and 00/100----- DOLLARS

(\$ 3,843.00 ) 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:

The note secured hereby is payable in three equal installments of principal, the first installment being due and payable on or before December 1, 1976, with a like installment due on the first day of December, 1977 and a like installment due on the first day of December, 1978, with the accrued interest due and payable with each installment.

This Deed of Trust represents an undivided half interest in said property owned by Gladys Todd Edwards, a widow.

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:

5 acres more or less, in the east half of the southwest quarter of Section 31, Township 3, Range 6, DeSoto County, Mississippi, described as beginning at a point that the east-west one-half section line crosses Smith Road; thence west along the said one-half section line a distance of 960.0 feet to a point; thence south a distance of 240.0 feet to a point; thence east to Smith Road; thence north easterly along Smith Road to the point of beginning.

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

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

*Gladys Todd Edwards*  
Gladys Todd Edwards

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 Gladys Todd Edwards, a widow 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 31<sup>st</sup> day of June 19 76

My Commission Expires: *Nov 29 1979* *Linda C Perry*  
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 1 o'clock 15 minutes P. M.  
14 day of June 1976, and that the same has been recorded in Book 201 Page 71 records of said County.  
Witness my hand and seal this the 14 day of June 1976  
FEES \$ 5.00 pd. SEAL *H.P. Jackson* CLERK

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# DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

Limuel E. Couch and wife, Patricia S. Couch

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 Forty-five thousand and 00/100-----DOLLARS (\$45,000.00) 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 and payable on the 4<sup>th</sup> day of September, 1976.

CANCELED BY AUTHORITY RECORDED IN BOOK

226 PAGE 729

THIS 20 DAY OF June 1978

H. D. Ferguson  
CHANCERY CLERK

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

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

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

TRACT I Commencing at the southwest corner of Section 1, Township 3, Range 7 west, Chickasaw Session; thence north 00 degrees 17 minutes 58 seconds west a distance of 2637.03 feet along the west line of said section to an iron pin at the northwest corner of the southwest quarter of said section; thence north 89 degrees east 41 minutes 56 seconds east a distance of 2293.28 feet along the half section line to the point of beginning, being the northwest corner of the described tract; thence continuing along the half section line north 89 degrees 41 minutes

56 seconds east a distance of 1205.21 feet to a point that is 43.93 feet west of an iron pin marking the northeast corner of the Limuel E. Couch 20.00 acre tract; thence south 00 degrees 18 minutes 49 seconds east a distance of 446.87 feet parallel with the east line of said 20.00 acre tract to a point in the south line of said 20.00 acre tract; thence south 89 degrees 41 minutes 56 seconds west a distance of 857.82 feet along said south line to a corner post; thence north 04 degrees 22 minutes 26 seconds west a distance of 201.43 feet to an iron pin; thence south 89 degrees 20 minutes 24 seconds west a distance of 107.31 feet to an iron pin; thence north 02 degrees 51 minutes 04 seconds east a distance of 146.27 feet to an iron pin; thence north 88 degrees 11 minutes 56 seconds west a distance of 229.95 feet to an iron pin; thence north 02 degrees 51 minutes 36 seconds west a distance of 92.24 feet to a point of beginning, containing 10.00 acres, more or less; located in the south half of said section.

All bearing reference to true north as determined by solar observations.

TRACT II Part of Section 1, Township 3, Range 7 West, DeSoto County, Mississippi, more particularly described as the southeast quarter and the north half of the southwest quarter of said Section, containing 200 acres, more or less, less and except Tract I above.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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



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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 7th day of May 19 76

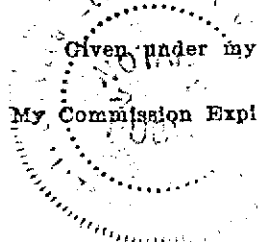
*Limuel E. Couch*  
.....  
Limuel E. Couch  
*Patricia S. Couch*  
.....  
Patricia S. Couch

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  
Limuel E. Couch and wife, Patricia S. Couch who severally acknowledged that they

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

Given under my hand and official seal, this the 7th day of May 19 76  
My Commission Expires: My Commission Expires Feb. 3, 1979 *Betty L. Hollowell*



STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 1 o'clock 15 minutes P.M. 14 day of June 1976, and that the same has been recorded in Book 201 Page 74 records of Real Estate of said County.  
Witness my hand and seal this the 14 day of June 1976  
Fees \$ 5.00 pd.



# DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

James W. Amos and wife, Barbara E. Amos

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

Four thousand two hundred fifty and 00/100----- DOLLARS

(\$ 4,250.00 ) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of ten per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Payable on or before six months after date.

CANCELLED BY AUTHORITY RECORDED IN BOOK

252 PAGE 543  
THIS 21 DAY OF Nov. 19 79

H. G. Ferguson  
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

241 PAGE 379  
THIS 23 DAY OF Apr 19 79

H. G. Ferguson  
CHANCERY CLERK

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 83, Section A revised, Lakewood Estates Subdivision, in Section 23, Township 2 south, Range 7 west, as per plat thereof recorded in Plat Book 11, Page 1-3, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

Second. The grantor will at all times during the continuance of this deed of trust keep in force and effect... insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable...

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...

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...

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...

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...

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 1976

James W. Amos
Barbara E. Amos

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

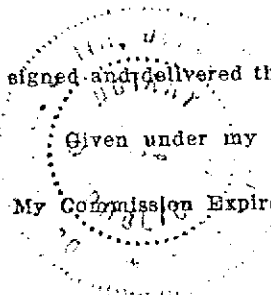
This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named James W. Amos and wife, Barbara E. Amos who severally acknowledged that they

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

Given under my hand and official seal, this the 1st day of June 1976

My Commission Expires: Jan 29 1980 Dolores M. Smith

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 15 minutes P.M. 14 day of June 1976, and that the same has been recorded in Book 2018 Page 77 records of Real Estate 78 of said County.
Witness my hand and seal this the 14 day of June 1976
Fees \$ 4.50 pd.



H. P. Stewart, ERK

Form 278

WEEBMAN BROTHERS, JACKSON

**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

Deed of Trust executed by Mississippi District Council

Assemblies of God to Church Building & Savings Association

and recorded on page 521 of Book Number 150 of the Record of Deeds in your office.

This 11 day of June, 19 76.

**CHURCH BUILDING & SAVINGS ASSOCIATION**

BY: W. B. Rives  
Executive Secretary-Treasurer

STATE OF MISSISSIPPI,

HINDS County } ss.

Personally appeared before me, Nathan Bullock

the undersigned authority in and for said county and state, the within named W. B. Rives, Executive Secretary-Treasurer of Church Building & Savings Association

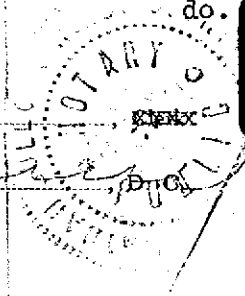
who acknowledged that he signed and delivered the foregoing instrument on the

day and year therein mentioned, as his act and deed, being authorized so to do.

Given under my hand and official seal, at office, this 11 day of June A. D. 1976

Notary Public

My Commission Expires Aug. 9, 1976



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 June 1976, and that the same has been recorded in Book 201 Page 80 records Real Estate 3/8 of said County.

Witness my hand and seal this the 14 day of June 1976

FEES \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

MISSISSIPPI  
ASSIGNMENT OF DEED OF TRUST

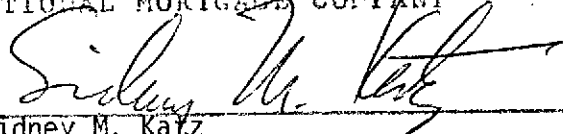
For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto The Philadelphia Saving Fund Society, that certain Deed of Trust executed by Dona A. Wright and wife, Lolita Joy Wright, Delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated April 20th, 1976, securing a note in the sum of \$ 34,800.00, recorded in Book 199, Page 221, 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.

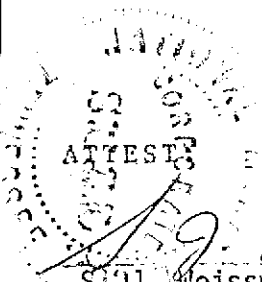
The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of \$ 34,800.00, plus interest at the rate of 8 3/4 % per annum, the first monthly installment being due the 1st day of June, 19 76.

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 3rd day of June, 19 76.


NATIONAL MORTGAGE COMPANY



Sidney M. Katz  
Senior Vice President



ATTEST

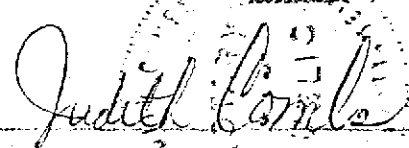
  
S. J. Weissmann  
Assistant Secretary

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 3rd day of June, 19 76.

My Commission Expires Sept. 13, 1977



NOTARY PUBLIC

2/71/226

ke

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 50 minutes A. M.

14 day of June 1976, and that the same has been recorded in Book 201 Page 81 records of Real Estate 3/4 of said County.

Witness my hand and seal this the 14 day of June 1976

FEES \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI:

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by Reeves-Williams, Inc. to Unifirst Federal Savings and Loan Association, Jackson, Mississippi and recorded in Book 185 at Page 447

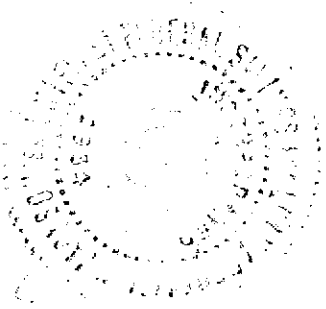
of the record of deeds or deeds of trust in your office. Please mail this authority to cancel to Unifirst Federal Savings and Loan Association, Box 1818, Jackson, Mississippi 39205, when it has been executed.

THIS the 10th day of June, A.D., 19 76

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

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

BY: [Signature]  
Harold A. Hogue

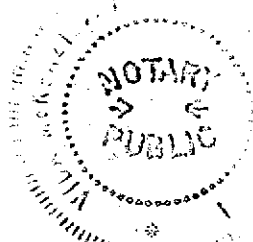


STATE OF Mississippi

COUNTY OF Hinds

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

GIVEN under my hand and official seal, this the 10th day of June A.D., 19 76



[Signature]  
Notary Public

My Commission Expires: My Commission Expires March 4, 1979

LS 409

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 June 1976, and that the same has been recorded in Book 201 Page 82 records of REAL ESTATE of said County.  
Witness my hand and seal this the 14 day of June 1976  
FEES \$ 2.50 pd. SEAL [Signature]

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in  
and 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

Steve A. Massey and wife, Cathy Ann Massey

to G. L. Oates, Trustee for the use and benefit of Wortman &  
Mann, Inc. beneficiary on the 6th day of May, 1976 encumbering  
certain lands in the County of DeSoto, State of Mississippi,  
which said Deed of Trust is recorded in Book 200 at Page 5  
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 \$ 27,900.00 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 10th day of June, 1976

WORTMAN & MANN, INC.

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

ATTEST:

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

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

Given under my hand and official seal of office, this 10th day of  
June, 1976

My Commission Expires August 2, 1979

[Signature]  
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record  
at 10 o'clock 30 minutes A.M. 14 day of June 1976, and  
that the same has been recorded in Book 201 Page 83 records  
of Real Estate of said County.

Witness my hand and seal this the 14 day of June 1976  
Fees \$ 2.50 pd.

SEAL [Signature] CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.  
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi  
of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed

bearing date the 21st day of May 1971, made and executed by Edward Lee Ragsdale and wife Margaret Ragsdale (one and the same person as Mrs. Edward of Olive Branch Miss.), to Bank of Mississippi Lee Ragsdale

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. 129 on page 49

of the Record of Trust Deeds, on the 31st day of May, A. D. 1971, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto

County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

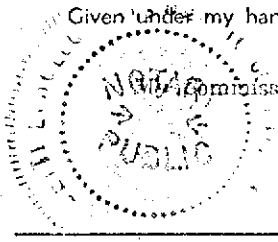
Bank of Mississippi, Olive Branch, Miss.

Peggy Mitchell

STATE OF MISSISSIPPI, } ss.  
DeSoto County.

Personally came and appeared before me, the undersigned authority A 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 9th day of June A. D. 1976  
Commission Expires Feb. 3, 1979



Betty L. Hollowell  
Olive Branch, Miss

LAWRENCE-GREENWOOD 87844

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M.  
14 day of June 1976, and that the same has been recorded in Book 201 Page 84 records of  
Real Estate of said County.  
Witness my hand and seal this the 14 day of June 1976  
FEES \$ 2.50 pd. SEAL H.P. Ferguson



This Indenture, made by and between JOHN STODDARD and wife BARBARA STODDARD

party of the first part, MEMPHIS TITLE COMPANY RICHARD FELTUS party of the second part, as Trustee; and

MICHAEL P. WESS and wife DONNA G. WESS

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 DE SOTO and State of Mississippi, to-wit:

2628 CHARTER OAK DRIVE

Lot 337, Section B, Revised GREENBROOK SUBDIVISION, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded i Plat Book 8 Pages 51 and 52 in the office of the Chancery Clerk, De Soto Mississippi, being all and the same property conveyed to MICHAEL P. WESS and wife DONNA G. WESS by Warranty Deed of record in Book 104 Page 618 of said Clerk's Office.

CANCELLED BY AUTHORITY RECORDED IN BOOK  
208 PAGE 569  
THIS 22 DAY OF Feb 1977  
[Signature]  
CHANCERY CLERK

This conveyance is made in trust, however, to secure the payment of \$1,000.00, evidenced by the following promissory notes of even date herewith:

Monthly installment amortized Note of June 5 1976

for \$1,000.00 bearing 9 % interest, payable in 12 installments over a period of one year. Payable \$87.46 per Month. First Note Due and Payable July 15 1976 B.S. J.S.

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

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

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

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

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

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

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

Witness the signature of the party of the first part, on this the 5th day of JUNE, 1976

[Signature]  
JOHN STODDARD  
[Signature]  
BARBARA STODDARD

mail deed Mr Wess. mike

3365 East oak Blvd  
Memphis TN 38118

STATE OF TENNESSEE  
COUNTY OF SHELBY } ss.

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named  
JOHN STODDARD and wife BARBARA STODDARD.

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 5th day of JUNE, 1976  
My Commission expires January 19 1977

*John C. Colburn*  
Notary Public.

PUBLIC

Compliments of



*his Title Company*

N BUILDING • PHONE 525-4343  
MEMPHIS, TENNESSEE • 38103

**TRUST DEED**

FROM

TO

Trustee

FOR THE USE OF

IPPI } ss.

Clerk  
I, John C. Colburn Clerk  
and ex-officio Recorder for the  
aforesaid, do hereby certify that the  
writing was filed for record in my

day of June

10:30 o'clock A. M., and has been

filed in Trust Deed Record

and official seal, this

1976

Clerk.

**NOTE is the only guaranteed  
against real estate title losses.**

FORM # 8

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 June 1976, and that the same has been recorded in Book 201 Page 85 records of  
Real Estate of said County.  
Witness my hand and seal this the 14 day of June 1976  
FEE \$ 3.00 pd. SEAL *H. P. Ferguson*

CORRECTION  
**DEED OF TRUST**

This Deed of Trust, made this 8th day of JUNE, 1976, 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 ), dated May 13, 1976, to evidence and secure the payment of which Trustor has executed and delivered to Beneficiary a promissory note even date herewith, payable to the order of Beneficiary at such place as the holder thereof may designate in writing, said principal sum being payable as set forth in said note with interest at the rate set forth therein, the balance of said principal sum with interest thereon maturing and being due and payable on the 1st day of 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, (revised) situated in Section 11, Township 2 South, Range 6 West, DeSoto County, Mississippi as per plat recorded in Plat Book 14, page 26-29, 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 thereof (all said property being herein referred to as "the premises").

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

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

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

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

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

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

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

Trustor covenants and agrees as follows:

1. To pay all sums secured hereby when due.
2. To pay, when due, all taxes, liens and assessments of every type or nature levied or assessed against the premises or upon Trustee's or Beneficiary's interest therein, and any claim, lien or encumbrance against the premises which may be or become prior to this deed of trust.
3. If required by Beneficiary, to also make monthly deposits with Beneficiary, in a non-interest bearing account, together with and in addition to interest and principal, of a sum equal to one-twelfth of the yearly taxes and assessments which may be levied against the premises, and (if so required) one-twelfth of the yearly premiums for insurance thereon. The amount of such taxes, assessments and premiums, when unknown, shall be estimated by Beneficiary. Such deposits shall be used by Beneficiary to pay such taxes, assessments and premiums when due. Any insufficiency of such account to pay such charges when due shall be paid by Trustor to Beneficiary on demand. If, by reason of any default by Trustor under any provision of this deed of trust, Beneficiary declares all sums secured hereby to be due and payable, Beneficiary may then apply any funds in said account against the entire indebtedness secured hereby. The enforceability of the covenants relating to taxes, assessments and insurance premiums herein otherwise provided shall not be affected except in so far as those obligations have been met by compliance with this paragraph. Beneficiary may from time to time at its option waive, and after any such waiver reinstate, any or all provisions hereof requiring such deposits, by notice to Trustor in writing. While any such waiver is in effect Trustor shall pay taxes, assessments and insurance premiums as herein elsewhere provided.
4. To pay all taxes which may be assessed upon this deed of trust, or said note, or the indebtedness secured hereby, without regard to any law, heretofore or hereafter enacted, imposing payment of all or any part thereof upon Trustee or Beneficiary. In event of enactment of any law imposing payment of all or any portion of any such taxes upon Trustee or Beneficiary, or the rendering by any court of competent jurisdiction of a decision that the undertaking by Trustor, as herein provided, to pay such tax or taxes is legally inoperative, then, unless Trustor nevertheless pays such taxes, all sums hereby secured, without any deduction, shall at the option of Beneficiary become immediately due and payable, notwithstanding anything contained herein or any law heretofore or hereafter enacted.
5. To keep the premises insured against loss or damage by fire, windstorm and such other hazards as may be required by Beneficiary, in form and amounts satisfactory to, and in insurance companies approved by Beneficiary, the policies for which insurance shall be payable to Beneficiary. Such policies shall be delivered to and held by Beneficiary. Upon foreclosure of this deed of trust or other acquisition of the premises or any part thereof by Beneficiary, said policies shall become the absolute property of Beneficiary.
6. Trustor (i) will not remove or demolish nor alter the design or structural character of any building now or hereafter erected upon the premises unless Beneficiary shall first consent thereto in writing; (ii) will maintain the premises in good condition and repair; (iii) will not commit or suffer waste thereof; (iv) will not cut or remove nor suffer the cutting or removal of any trees or timber on the premises (except for domestic purposes) without Beneficiary's written consent; (v) will comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the premises, and will not suffer or permit any violation thereof.
7. Upon request of Trustor, Beneficiary may, at its sole option, from time to time before full payment of all indebtedness secured hereby, make further advances to Trustor; provided, however, that the total principal secured hereby and remaining unpaid, including any such advances, shall not at any time exceed the original principal sum secured hereby. Trustor shall execute and deliver to Beneficiary a note evidencing each and every such further advance which Beneficiary may make, such note to be payable on or before maturity of the indebtedness secured hereby and to contain such terms as Beneficiary shall require. Trustor shall pay all such further advances with interest, and the same, and each note evidencing the same, shall be secured hereby. All provisions of this deed of trust shall apply to each further advance as well as to all other indebtedness secured hereby. Nothing herein contained, however, shall limit the amount secured by this deed if such amount is increased by advances made by Beneficiary, as herein elsewhere provided for to protect the security. The word "Trustor" as used in this paragraph, includes any successor in ownership of the premises.
8. If Trustor fails to pay any claim, lien or encumbrance which is prior to this deed of trust, or, when due, any tax or assessment or insurance premium, or to keep the premises in repair, or shall commit or permit waste, then Beneficiary at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may procure such abstracts or other evidence of title as it deems necessary, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and for any of said purposes Beneficiary may advance such sums of money as it deems necessary.
9. Trustor will pay to Beneficiary, immediately and without demand, all sums of money advanced by Beneficiary pursuant to this deed of trust, together with interest on such advancement as the rate stated in the note, and all such sums and interest thereon shall be secured hereby.
10. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

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

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

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

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

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

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

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

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

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

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

- a. Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation.
- b. Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof.
- c. Exercise or refrain from exercising or waive any right Beneficiary may have.
- d. Accept additional security of any kind.
- e. Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property herein described.

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

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

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

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

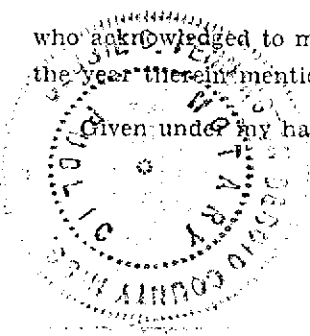
Tony Frank Portera Jr  
TONY FRANK PORTERA, JR.

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 9 day of JUNE, 19 76.

Hebbie C. Pennington  
NOTARY PUBLIC  
My commission expires 9-24-79

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 14 day of June 1976, and that the same has been recorded in Book 201 Page 87 records of Real Estate of said County.  
Witness my hand and seal this the 14 day of June 1976  
FEES \$ 5.00 pd.

ss.:  
and County, conveyance made on the 14 day of June, 19 76, and was recorded in Book 201 Page 87 of the records of said County, Mississippi.

NORTH M  
LOA  
STATE OF MISS.  
COUNTY OF D  
I, H. P. Ferguson, Clerk of the Court do hereby certify that the within instrument was filed for record on the 14 day of June, 1976, and was recorded in Book 201 Page 87 of the land records of the County of Desoto, Mississippi.  
Fee 5.00  
W. F. R. x  
O. B. 7ML

# DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between H. E. Purvis, Jr.  
and Ann Chatham Purvis, Hernando, Mississippi

of the first part, hereinafter designated as the Grantor, Nat G. Troutt,

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

Senatobia Bank  
Senatobia, Mississippi of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of  
Sixteen thousand and no/100----- DOLLARS  
(\$ 16,000.00 ) evidenced by our promissory note of even date herewith in favor of  
the beneficiary, bearing interest at the rate of 9 per centum per annum after  
date , providing for the payment of attorney's fees in case of default and being due  
and payable as follows, to-wit:

On note of even date and amount due and payable on  
September 10, 1976 together with all interest thereon  
from date until paid in full.

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

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

County of DeSoto

State of Mississippi, and more particularly described as follows, to-wit:  
Located in Section 6 , Township 3 South, Range 8 West, DeSoto County, Mississippi  
described as beginning at a point 512 feet West of the SE corner of the NW $\frac{1}{4}$  of said  
section; thence South 85 degrees, 30 minutes West, 808 feet to a point; thence North  
25 degrees, 11 minutes West, 824.5 feet to a point, thence North 19 degrees, 46  
minutes East, 472.7 feet to a point; thence North 85 degrees 30 minutes East; 300  
feet to a point; thence South 30 degrees, 49 minutes East, 1345.9 feet to the point  
of beginning and containing 20.0 acres, more or less, all bearings are magnetic.

An easement on an access road to the within described 20 acres, located in Section  
6, Township 3 South, Range 8 West, DeSoto County, Mississippi, described more  
particularly as follows, to-wit:

Described as beginning at a point 257 feet East of the NE corner of the NW  $\frac{1}{4}$  of said Section, said point being in the center of the gravel road running East and West along the Section Line; thence South 10 degrees, 44 minutes West, 652 ft.; thence South 13 degrees, 24 minutes East, 700 feet; thence South 28 degrees, 54 minutes East, 185.4 feet; thence South 32 degrees, 12 minutes West, 170 feet; thence North 77 degrees, 37 minutes West, 172.8 ft.; thence South 10 degrees, 43 minutes West 217.5 feet, thence South 86 degrees, 47 minutes West 140.5 feet thence North 69 degrees, 01 minutes West, 340.4 feet to a point on the East property line of the above described 20.0 acre tract of land, said line running in an South-easterly direction, above described line being the center of an access road from said gravel section line road to said 20.0 acre tract, and to include 10.0 feet on either side of said center.

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 10th day of June, 19 76

*H. E. Purvis, Jr.*  
H. E. Purvis, Jr.  
*Ann Chatham Purvis*  
Ann Chatham Purvis

STATE OF MISSISSIPPI,  
COUNTY OF Tate,

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

H. E. Purvis, Jr. and wife, Ann Chatham Purvis who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 10th day of June 19 76

My Commission Expires: My Commission Expires March 27, 1978 *R. L. Bayard, Jr.*  
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 17 day of June 1976, and that the same has been recorded in Book 201 Page 91 records of said County.  
Witness my hand and seal this the 14 day of June 1976  
Notary Public

94

# DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between Charles T. Smith and wife

Roselyn S. Smith

of the first part, hereinafter designated as the Grantor,

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

First National Bank of Memphis, Tennessee of the third part, hereinafter designated as the Beneficiary.

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

---Six Thousand, Nine Hundred, Fifty & 40/100 -----DOLLARS

(\$ 6,950.40 ) 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 48 equal amortized monthly installments of \$144.80 each, with the first installment due on or before the 2nd day of July, 1976 and one installment due on the same day of each month thereafter until paid in full.

CANCELLED BY AUTHORITY RECORDED IN BOOK  
246 PAGE 655  
THE 3 DAY OF Aug. 1979  
B. L. Ferguson  
CHANCERY CLERK

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:

A parcel of land in Section 28, Township 1, Range 6 West, DeSoto County, Mississippi; also being in Maywood Lake Lots Subdivision, being more particularly described as follows: BEGINNING at a stake North 6 degrees 15 minutes West 1,437.6 feet from the Northeast corner of Lot 60 of Maywood Lake Lots Subdivision as recorded in the Chancery Clerk's office, DeSoto County, Mississippi; thence South 76 degrees 37 minutes West 423 feet to a stake on East line of a 30-foot road; thence North 1 degrees 30 minutes East 21.5 feet to a stake; thence North 15 degrees 42 minutes West 72.8 feet to a stake; thence north 22 degrees 42 minutes West 25.7 feet to a stake on East line of said road; thence North 68 degrees E. 455.8 ft. to stake; thence South 6 degrees 15 minutes East 200 feet to a point of beginning, containing 1.62 acres of land, more or less.

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 8 day of June 1976

Charles T. Smith  
Charles T. Smith

Roselyn S. Smith  
Roselyn S. Smith

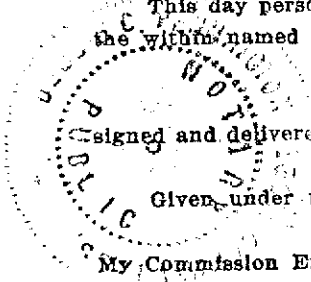
STATE OF MISSISSIPPI,  
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Charles T. Smith and wife Roselyn S. Smith who severally acknowledged that they

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

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

My Commission Expires: 9-24-79  
Dulcie C. Berrington  
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 June 1976, and that the same has been recorded in Book 201 Page 94 records of said County.  
Witness my hand and seal this the 14 day of June 1976

# DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between Two-Jacks, Inc., a  
Tennessee corporation,

of the first part, hereinafter designated as the Grantor,

David L. Sanders, Trustee, of the second part, hereinafter designated as Trustee, and

Birney Imes, Jr., of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of  
SEVENTY-FIVE THOUSAND ----- DOLLARS

(\$75,000.00 ) evidenced by promissory note of even date herewith in favor of  
the beneficiary, bearing interest at the rate of ten (10) per centum per annum/ster

date , providing for the payment of attorney's fees in case of default and being due  
and payable as follows, to-wit:

Due on demand.

CANCELLED BY AUTHORITY RECORDED IN BOOK  
273 PAGE 190  
THIS 25 DAY OF May 1981  
H. H. Harrison  
CHANCERY CLERK

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

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

County of DeSoto

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

TRACT I: 5.05 acres, containing 220,000 square feet, situated in Section 24, Township  
T South, Range 6 West, and being more particularly described as follows, to-wit:  
The point of beginning is the southwest corner of the herein described parcel and  
said point of beginning lies 1,841.11 feet North of the intersection of the centerline  
of DeSoto Road with the centerline of Bethel Road and 1189.03 feet east of the center-  
line of Bethel Road measured at right angles to Bethel Road from said point of beginning;  
thence North 400 feet to a point; thence East at an internal angle of 90 degrees, 550  
feet to an iron pin found; thence south at an internal angle of 90 degrees, 400 feet  
to a point; thence west at an internal angle of 90 degrees, 550 feet to the point of  
beginning.

TRACT II: 60 foot wide roadway easement from Bethel Road East a distance of 1189.03  
feet to the intersection of that certain 30 foot drive easement which is described  
herein as Tract II, said 60 foot road easement beginning in the East right of way of

Bethel Road at its point of intersection with the South line of the Holiday Industrial Park Airport access road; thence run East 1189.03 feet to a point; thence run North 60 feet; thence run West 1189.03 feet to a point in the East right of way of Bethel Road; thence run South 60 feet to the point of beginning.

TRACT III: A 30 foot drive easement situated in Section 24, Township 1, Range 6 West, DeSoto County, Mississippi, beginning at a point in the North edge of pavement of the Holiday Industrial Park access road 10.0 feet North of the center line, said point being 1,363.29 feet East of the center line of Bethel Road; thence North 19 degrees 2 minutes 15 seconds East 169.88 feet to a point; thence North 0 degrees 7 minutes 58 seconds East 619.36 feet to a point; thence along said South line East 30.0 feet to a point; thence leaving said South property line South 0 degrees 7 minutes 58 seconds West 624.42 feet to a point; thence South 19 degrees 2 minutes 15 seconds West 164.55 feet to a point in the North edge of the pavement of the Holiday Industrial Park Airport access road, 10.0 feet North of the center line of said road; thence generally along said edge of pavement North 89 degrees 56 minutes 27 seconds West 31.72 feet to the point of beginning.

TRACT IV: Easement situated in Section 24, Township 1 South, Range 6 West, DeSoto County, Mississippi, described as: Commencing at a point in the East property line of the Two-Jacks, Inc. 5.05 acre tract, said point being 8.41 feet North of the Southeast corner of the said Two-Jacks, Inc. 5.05 acre tract; thence along said East property line of said tract North 357.59 feet to a point 34.0 feet South of the Northeast corner of said Two-Jacks, Inc. parcel; thence along the North edge of an access way to the Holiday Industrial Park airport taxiway South 89 degrees 57 minutes 54 seconds East 71.36 feet to the point of beginning of the herein described easement; thence continue South 89 degrees 57 minutes 54 seconds East 270.59 feet to a point; thence South 0 degrees 5 minutes 42 seconds East 40 feet to a point; thence North 89 degrees 57 minutes 54 seconds West 270.66 feet to a point; thence North 40 feet more or less to the point of beginning.

This trust deed is second and subordinate to first lien deed of trust to Unifirst Federal Savings & Loan Association recorded in Trust Deed Book 187, page 610, Land Trust Deed Records, DeSoto County, Mississippi.

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the \_\_\_\_\_ day of \_\_\_\_\_ 19 76,

ATTEST:

Oneida Shook  
Oneida Shook, Secretary

TWO-JACKS, INC.  
By: Jack Adams, Sr.  
Jack Adams, Sr., President

STATE OF MISSISSIPPI,  
COUNTY OF \_\_\_\_\_

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named \_\_\_\_\_ who severally acknowledged that

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

Given under my hand and official seal, this the 4th day of JUNE 19 76

My Commission Expires: July 10, 1977  
Jan A. Mason  
Notary Public

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

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

Jack Adams, Sr., and Oneida Shook, President and Secretary,

respectively of the above named Two-Jacks, 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

4<sup>th</sup>

day of

June

1976  
Notary Public

My Commission Expires: July 10, 1977

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 June 1976, and that the same has been recorded in Book 201 Page 97 records of  
Real Estate of said County.  
Witness my hand and seal this the 14 day of June 1976  
FEE \$ 5.00 pd.  
SEAL H. P. Ferguson CLERK

LAND DEED OF TRUST

from to

Trustee  
Filed for Record June 14, 1976  
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 14 day of June, 1976  
and was duly recorded the . 19 . on page . in my office.

Witness my hand and seal of office, this  
day of . 19 .  
Clerk

D. C.  
PUBLISHED BY HEDERMAN BROTHERS  
JACKSON, MISSISSIPPI

WALKER, FRANKS, RONE BRIDGFORTH & WOODS, L.L.C.  
115  
Pd. 5.00



# DEED OF TRUST

THIS DEED OF TRUST is made this ..... day of.....  
 19...., among the Grantor, .. Charles R. King and wife Betsy B. King.....  
 ..... (herein "Borrower"),.....  
Frank A. Riley..... (herein "Trustee"), and the Beneficiary,  
BANK OF MISSISSIPPI, Tupelo, Mississippi....., a corporation organized and  
 existing under the laws of .. State of Mississippi....., whose address is .. P.O. Drawer 789,  
Tupelo, 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 in the Town of Olive Branch, DeSoto County, Mississippi in the Southeast Quarter of Section 34, Township 1 South, Range 6 West and being more particularly described as, Beginning at the point of intersection of the South line of Coleman Road and the east line of South Cockrum Street; thence Southwardly 155.0 feet with the east line of S. Cockrum Street to a point; thence eastwardly 181.03 feet parallel with the south line of Coleman Road to a point; thence northwardly 155.0 feet parallel with the east line of S. Cockrum Street to a point in the south line of Coleman Road; thence westwardly 181.03 feet with the south line of Coleman Road to the point of beginning, and being the same property described in deed of record from B. G. Allen, et ux to Floyd Lundy Robinson, et ux as shwon of record in Warranty Deed Book 107, page 89, Land Deed Records, Chancery Clerk's Office, DeSoto County, Mississippi.

CANCELLED BY AUTHORITY, RECORDED IN BOOK  
316 PAGE 498  
 THIS 24th DAY OF June, 1998.  
W. E. Davis  
 CHANCERY CLERK  
 by P. Starkey AC

which has the address of ..... 420 S. Cockrum Street....., Olive Branch.....  
 [Street] [City]  
 ... MS... 38654..... (herein "Property Address");  
 [State and Zip Code]

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

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated .....  
 ..... (herein "Note"), in the principal sum of .. Twenty-Five Thousand and  
no/100..... Dollars, with interest thereon, providing for monthly  
 installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on  
 .. 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 seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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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

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 R. King* .....  
-----Borrower  
*Betsy B. King* .....  
-----Borrower

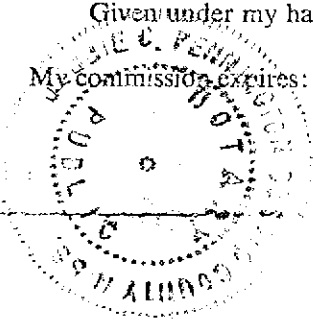
STATE OF MISSISSIPPI, . . . . DeSoto . . . . . County ss:

On this . . . . . 11 . . . . . day of . . . . . June . . . . ., 19.76., personally appeared before me, the undersigned authority in and for said County and State, the within named . . . . .  
. Charles R. King and wife Betsy B. King . . . . ., who acknowledged that . . he . . signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office.

My commission expires: 9-24-76

*Hettie C. Pennington* .....  
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 30 minutes A. M.  
14 day of June 1976, and that the same has been recorded in Book 201 Page 101 records o  
Real Estate of said County.  
Witness my hand and seal this the 14 day of June 1976  
FEES \$ 5.00 pd. SEAL *H. P. Ferguson* CLERK

Page \_\_\_\_\_ records of \_\_\_\_\_  
Trust Deeds of said County.  
Witness my hand and seal this \_\_\_\_\_  
day of \_\_\_\_\_ 19\_\_\_\_  
\_\_\_\_\_ Clerk

W, F, R + B  
O. B., Miss.

# DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF Desoto

WHEREAS, Fort B. Wiseman and Wife Leslie Jean J. Wiseman

parties of the first part,

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

HOLDER

Six Hundred Eighty Six and nine cents----- DOLLARS

(\$ 686.09 ) as evidenced by a promissory note, dated 6-11-76, 1976,

and due and payable in 16 installments of \$ 40.09 each beginning 7-15-76,

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 extension or renewal thereof with interest thereon, and any other indebtednesses now or hereafter becoming due and owing to the beneficiary by the grantor(s) prior to the payment of the indebtedness herein described and secured, or any extension or renewal thereof, or any part thereof;

NOW THEREFORE, 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:

Beginning at a point 400 feet west of the south-east corner of Toy Wiseman's original 40 acres intersection of Toy Wiseman's south line and Bethel Road; thence West a distance of 350 feet to a point; thence north and parallel with Bethel Road a distance of 200 feet to a point; thence East and parallel with Toy Wiseman's south line a distance of 350 feet to a point; thence south and parallel with Bethel Road, a distance of 200 feet to the point of beginning, containing 1.75 acres, more or less, in section 35, Township 1, Range 6, also a 30 foot easement along the south line of the Toy Wiseman tract to Bethel Road.

CANCELLED BY AUTHORITY RECORDED IN BOOK

279 PAGE 326

THIS 15 DAY OF Dec 1981

N.D. Ferguson  
CHANCERY CLERK

TO HAVE AND TO HOLD, the aforescribed real estate, together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the said party of the second part, its successors and assigns, in fee simple forever, and the said parties of the first part do hereby covenant with the said party of the second part, its successors and assigns, that they are lawfully seized in fee of the aforesaid described real estate; that they have a good right to sell and convey the same; that the same is unincumbered,

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

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

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

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

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

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

WITNESS 2 signature(s), this the 11 day of June, 19 76.

WITNESSES:

Robert B. Wiseman

Leslie Jean J. Wiseman

STATE OF MISSISSIPPI

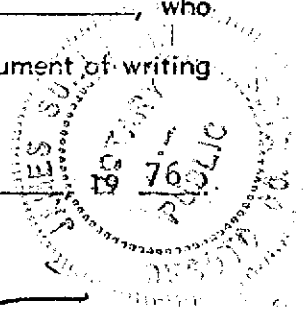
County Of Desoto

Personally appeared before me the undersigned authority in and for the above named county and state, the within named, Robert B. And Leslie J. Wiseman, 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 11 day of June

MY COMMISSION EXPIRES: 7-23-77

[Signature]  
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, deposed and saith that he saw the within named \_\_\_\_\_, whose name(s) (is) (are) subscribed thereto, sign, seal and deliver the same to the said \_\_\_\_\_ and that he, this deponent, subscribed his name as a witness thereto in the presence of the said \_\_\_\_\_ on the day and year herein named.

Sworn to and subscribed before me this the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

MY COMMISSION EXPIRES:

NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 14 day of June 1976, and that the same has been recorded in Book 201 Page 105 records of Real Estate of said County.

Witness my hand and seal this the 14 day of June 1976

FEES \$ 3.00 pd.

SEAL A. P. Ferguson CLERK

STATE OF TENNESSEE

This Instrument Prepared By  
PATRICIA DAVIS  
MIDDLETON, TENNESSEE

COUNTY OF HARDEMAN

For and in consideration of One Dollar, cash in hand paid, the receipt of which is acknowledged, and the Consolidated Land Investment Company, Inc. other considerations hereinafter mentioned, Joint Venture "A" and Joint Venture "B"

hereinafter referred to as "grantors," whether singular or plural, have this day bargained and sold, and do hereby transfer and convey to E. J. Harris

Trustee,  
Mississippi

and hereinafter referred to as "trustee," and his successors in trust, certain property in the State of Tennessee,

Desoto County described as follows, to-wit:

TRACT I

Commencing at the Northeast Corner of Section 33, Township 1, Range 6 West, Chickasaw cession ; thence West 1153.5 feet to a point; thence South 30.0 feet to an iron pin in the South right of way of Goodman Road being the point of beginning and the Northeast corner of the described tract; thence along the South right of way of Goodman Road with the following calls:

- South 86 degrees - 40' West - 165.0 Feet
- South 03 degrees - 20' East - 10.0 Feet
- South 86 degrees - 40' West - 200.0 Feet
- North 03 degrees - 20' West - 10.0 Feet
- South 86 degrees - 40' West - 209.78 Feet

CANCELLED BY AUTHORITY RECORDED IN BOOK

203 PAGE 764

13 DAY OF Sept 1976

*[Signature]*

CHANCERY CLERK

To a point; thence S 11 degrees 27' - 10" E 606.07 feet to a point; thence N 86 degrees - 40' E - 979.26 feet to a point in Winders' West Line; thence with Winders' West line with the following calls:

- North 48 degrees - 47' W - 339.78 Feet to an iron pin
- North 47 degrees - 53' W - 171.77 Feet to an iron pin
- North 36 degrees - 46' W - 55.47 Feet to an iron pin
- North 20 degrees - 32' W - 135.0 Feet to an iron pin
- North 45 degrees - 00' W - 85.63 Feet to an iron pin

To the point of beginning, containing 10.217 acres more or less located in the Northeast quarter of said section.

TRACT II

Commencing at the Northeast corner of Section 33, Township 1, range 6 West, Chickasaw cession; thence west along the centerline of Goodman Road 2648.5 feet to a point; thence South normal to said centerline 30.0 feet to an iron pin; thence S 02 degrees - 55' E - 2084.72 feet to an iron pin; thence N. 86 degrees - 45' E - 1562.52 feet to the point of beginning; thence N. 86 degrees 45' E. - 633.26 feet to a point being the Southwest corner of town of Olive Branch's 2.0 acre lot; thence N 03 degrees - 05' W 206.36 feet along the West line of said 2.0 acre lot to the Northwest corner of said 2.0 acre lot; thence S 86 degrees - 45' W - 633.26 feet to a point; thence S 03 degrees - 05' E. - 206.36 feet to the point of beginning, containing 3.0 acres, more or less located in the Northeast quarter of said section.

To have and to hold said property to the said Trustee and his successors in trust, forever grantors covenant that they are lawfully seized of said property, have a good right to convey it, and that the same is unencumbered, and grantors will warrant and defend the title to the said property to the said trustee, or his successor in trust, or his assigns, forever, against the lawful claims of all persons.

But this conveyance is made IN TRUST for the following uses and trusts, and no other purpose, to-wit: The said grantors are justly indebted to BANK OF MIDDLETON, MIDDLETON, TENN., in the sum

of \$ 20,000.00 due as follows:

By note dated with this trust and due: ON DEMAND OR DECEMBER 31, 1996

This Deed of Trust secures the payment of the aforesaid obligation and any and all other indebtedness now or at any time due by the grantors or either or any of them to the said Bank of Middleton.



Now, if grantors shall pay the sum— aforesaid when due according to the terms of said note—, then this instrument is to be of no further force and effect. But if grantors fail to pay the said sum— of money when due as aforesaid, or any part of said sum—, according to the terms above expressed, then upon such default, this conveyance remains in full force and effect, and the said Trustee, or his successor in trust, is hereby authorized and empowered, after advertising as required by law, to sell said property at the Court House Door in said county, to the highest bidder, for cash, and free from the equity of redemption, homestead, dower, and all other exemptions of every kind, which are hereby expressly waived, and the said Trustee, or his successor in trust, is authorized to make a deed to the purchaser. The creditor may bid at any sale under this conveyance, and grantors agree that the Trustee may, at any time after default in payment of principal or interest as each falls due respectively, enter and take possession of said property, and shall only account for net rents received by him.

And grantors agree to keep all the buildings on said property insured in some reliable fire insurance company or companies for the sum of \$\_\_\_\_\_ until the sum herein secured is fully paid, and to have the loss made payable on this policy to said Trustee for the benefit of the owners and holders of the debt herein secured and grantors agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments, and to pay them when due; and in case grantors fail to do either, then said Trustee, or the creditor herein secured, may do either, and charge and treat the amount so expended as a part of the debt herein secured.

In case of sale under this Deed of Trust, the proceeds will be applied by the Trustee:

First—To pay all the costs and charges of executing this trust, including attorney's fees and the expense of any litigation which may arise on account of the execution and enforcement of this trust.

Second—To pay said debt, or any balance thereof then remaining unpaid.

Third—The residue to be paid to grantors or order. And in case of the death, absence, inability or refusal to act of the said Trustee at any time when action under the foregoing powers and trusts may be required, the owner of the debt secured is hereby authorized to name and appoint a successor to execute this trust, and the title herein conveyed to trustee shall be vested in said successor.

In the event of a sale of said property under and by virtue of this trust, then the said grantors and all persons holding under them shall be and become the tenants at will of the purchaser of the same, from and after the execution and delivery of a deed to such purchaser, and tenancy to be determined at the option of said purchaser upon five days' written notice.

This 24th day of May, 1976

CONSOLIDATED LAND INVESTMENT COMPANY, INC.  
JOINT VENTURE "A" and JOINT VENTURE "B"

*[Handwritten signatures]*  
\_\_\_\_\_  
\_\_\_\_\_  
Secretary  
Treasurer

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before Me, Gerald Miller, Notary Public of the State and County aforesaid, personally appeared Vernon J. McBride and Rebecca McBride with whom I am personally acquainted, and who, upon oath, acknowledge themselves to be President and Secretary-Treasurer of the Consolidated Land Investment Company, Joint Venture A, and Joint Venutre B, the within named bargainor, a Corporation, and that they as such President and Secretary-Treasurer, being authorized so to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as President and Secretary-Treasurer.

Witness my hand and seal of Office, this 7<sup>th</sup> day of June, 1976

*[Handwritten signature]*  
\_\_\_\_\_  
Notary Public

My commission expires 1-12-77.

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. on 14 day of June, 1976, and that the same has been recorded in Book \_\_\_\_\_ Page \_\_\_\_\_ of said County.  
Witness my hand and seal this the 14 day of June, 1976  
FEES \$ 3.50 pd.

*[Handwritten signature]*  
\_\_\_\_\_  
SEAL



# DEED OF TRUST

THIS DEED OF TRUST is made this 8th day of June, 1976, among the Grantor, JOSEPH W. LeBERTDEBAR and wife, PHYLLIS A. LeBERTDEBAR,  
 ..... (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 417, Section C, Eastover Subdivision, in Section 29, Township 1, Range 6, as per plat thereof recorded in Plat Book 12, Pages 39-40, 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 the seller all or part of the purchase price of the above described property.

CANCELLED BY AUTHORITY RECORDED IN BOOK  
309 PAGE 243  
 THIS 2 DAY OF January 1984  
H. M. Ferguson  
 CHANCERY CLERK

which has the address of 7452 Ivywood Lane,.....Olive Branch.....,  
 [Street] [City]  
Mississippi 38654.. (herein "Property Address");  
 [State and Zip Code]

TOGETHER with all the improvements now or hereafter crected 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 8, 1976,..... (herein "Note"), in the principal sum of Forty-One Thousand Four Hundred and No/100..... Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 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.

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 notice on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in Desoto County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

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

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

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

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

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

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

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

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

*Joseph W. LeBertdeBar*  
Joseph W. LeBertdeBar .....  
--Borrower  
*Phyllis A. LeBertdeBar*  
Phyllis A. LeBertdeBar .....  
--Borrower

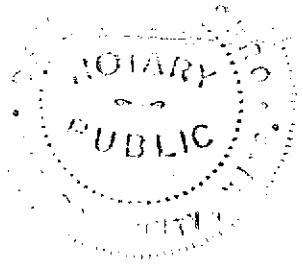
STATE OF MISSISSIPPI, ..... DESOTO ..... County ss:

On this ..... 8th ..... day of June ..... 19 76, personally appeared before me, the undersigned authority in and for said County and State, the within named ..... Joseph W. LeBertdeBar and Phyllis A. LeBertdeBar ..... 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*  
Deborah B. Ansbro .....  
Notary Public



RETURN TO:  
W. F. R. & B. L...  
P. O. BOX 241...  
SOUTHAVEN, MISSISSIPPI 38686

(Space Below This Line Reserved For Lender and Recorder)

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. on 14 day of June 1976, and that the same has been recorded in Book 201 Page 109 records of said County.  
Witness my hand and seal this the 14 day of June 1976  
FEE \$ 5.00 pd.

SEAL *H. P. Ferguson*

Partial Release of this instrument Recorded in

Wainers Agreement  
of this instrument Recorded 1163

Real Estate No. Book

Oil, Gas & Mineral Book

No. 264 Page 621 DEED OF TRUST

No. 3 Page 179

This 13 day of Oct. 19 80 (MISSISSIPPI)

This the 7 day of June 19 78

W. B. Ferguson Clerk

W. B. Ferguson Clerk

KNOW ALL MEN BY THESE PRESENTS: That, on this the 1st day of June, 19 76,

CANCELLED BY AUTHORITY RECORDED IN BOOK

Henry F. Robison, Sr. & his wife, Elizabeth D. Robison and  
Henry F. Robison, Jr. & his wife, Linda Robison

THIS 17 DAY OF June 19 81  
W. B. Ferguson  
CHANCERY CLERK Rowan

of DeSoto County, State of Mississippi, (hereinafter called grantor) for and in consideration of the debt and trust hereinafter mentioned and of the sum of One Dollar in hand paid by ~~XXXXXX~~ trustee, of Kansas City, Missouri, receipt of which is acknowledged, have Granted, Bargained, Sold and Conveyed, and by these presents do hereby Grant, Bargain, Sell, Convey and Warrant unto the said trustee, and to his successors in this trust, and to his and their heirs and assigns, forever, all and singular, the following described lands, together with all improvements now or hereafter situated thereon, including all permanently installed heating, lighting, refrigerating and water supply apparatus, and all window screens, shades, awnings and fixtures appertaining thereto, situated in the County of DeSoto, State of Mississippi, to-wit:

**TRACT I:** PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 7 WEST  
Beginning at a point in East right of way of Mt. Pleasant Road, said point being 1187.6 feet South of intersection of North line Section 18, Township 3 South, Range 7 West, and said road and also being the Southwest corner of the H.F. Robison tract; thence North along said right of way 214.5 feet to a point; thence East along south line of the Presbytain Church manse lot 303.6 feet to Southeast corner; thence North along East line said lot and projection thereof 347.3 feet to Southwest corner of the DeSoto County school lot; thence East along South line said school lot 993.23 feet to a point; thence South along West line of the Davis-Whitten lot 521.36 feet to a point in North line of the J.E. Lauderdale tract; thence West along North line said tract 243.86 feet to a point; thence South 31 feet to a point; thence West along North line of the W.A. Lauderdale tract 1006.5 feet to the point of beginning and containing 13.5 acres, more or less.

**TRACT II:** PART OF NORTH PART OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 7 WEST  
Beginning at Northwest corner Section 17, Township 3 South, Range 7 West, thence East along North line said Section 5288 feet, more or less, to Northeast corner; thence South along East line said Section 1309.0 feet to a point; thence West and parallel to said North section line 5288 feet, more or less, to West line said Section; thence North along said West section line 1309.0 feet to the point of beginning and containing 159.0 acres, more or less. LESS AND EXCEPT that portion in both section line roads being 4.2 acres, more or less, describing 154.8 acres, more or less.

**TRACT III:** PART OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 7 WEST  
Beginning at Northwest corner of Section 16, Township 3 South, Range 7 West; thence East along North line said Section 3, 268.58 feet to a point at Northeast corner of the H.F. Robison tract; thence South along East line said tract 1016.4 feet to a point; thence West along South line said tract 622.38 feet to a point; thence South along East line said tract 1630.2 feet to a point; thence West along South line said tract 1323.3 feet to a point; thence North along West line said tract 1326.6 feet to a point; thence West along South line said tract 1323.1 feet to a point; said point being in West line said Section; thence North along said Section line 1320.0 feet to the point of beginning and containing 130 acres, more or less. LESS AND EXCEPT that portion in the West Section line road, being 1.2 acres, more or less, describing 128.8 acres, more or less.

SUBJECT to and together with all rights in reservations, easements and exceptions of record, or as used, in relation to all, or any part, of the property hereby conveyed.

In no event shall interest accrue or be payable hereon in excess of the highest legal contract rate for the time such indebtedness shall be outstanding and unpaid. It is agreed that the interest on this contract shall not exceed the highest legal contract rate. If by reason of the acceleration of maturity of such indebtedness, or for any other reason, interest in excess of such highest legal contract rate shall at any time be paid, any such excess shall constitute and be treated as a payment on the principal hereof and shall operate to reduce such principal pro tanto, or be refunded.

The principal balance from time to time outstanding under the Note secured hereby shall become and be immediately due and payable at the option of the holder of the Note if the Grantors or any subsequent owner of the mortgaged premises should sell or convey such premises without the prior written consent of the holder of the Note. Said option may be exercised at any time after such conveyance without prior approval, and the acceptance of one or more installments made by the new owner shall not constitute a waiver of the holder's option. The holder's approval of a transferee or failure to exercise said option shall not be construed as a waiver of the provisions hereof as regards any subsequent owner.

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TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereunto in anywise incident and belonging, including any right of homestead, and all rents owing under any rent contract and unpaid at the time of sale under this deed of trust, unto said trustee and his successors hereunder forever.

THIS CONVEYANCE IS INTENDED, however, as a trust for the better securing of one certain promissory note bearing even date herewith executed by

Henry F. Robison, Sr. & His wife, Elizabeth D. Robison and  
Henry F. Robison, Jr. & His wife, Linda Robison

payable in lawful money of the United States of America to the order of the KANSAS CITY LIFE INSURANCE COMPANY, a Corporation, at the principal office of said Company in Kansas City, Missouri, in the aggregate principal sum of One Hundred Sixty Five Thousand and no/100 DOLLARS, payable as follows:

Principal and interest shall be paid in annual installments of \$19,380.90 each on the first day of January, 1978 and on January 1 each year thereafter until the principal and interest are fully paid except that final payment of principal and interest, if not paid sooner, shall be due and payable on January 1, 1997. Interest only due on January 1, 1977.

with interest thereon until maturity at the rate and time therein stated. Said note provides that if said principal or interest are not paid when due, the same shall thereafter bear interest at the highest rate permissible by law, and further provides that if default be made in the payment of any principal or interest when due, the unpaid principal, or any installment thereof, with accrued interest, shall at the option of the owner of said note immediately become due and payable, and further provides for an attorney's fee as therein stated, if placed in the hands of an attorney for collection; or if it should be necessary to collect or establish same in any court.

The holder of the note secured by this deed of trust shall be subrogated for further security to the lien, though released of record, of any prior encumbrance or vendor's lien on said premises paid out of the proceeds of this loan.

WHEREAS for the purpose of better securing said indebtedness, said grantor has covenanted and agreed with KANSAS CITY LIFE INSURANCE COMPANY and all future holders of the note hereby secured (hereafter called holder) as follows:

FIRST. That said property is clear of all encumbrances, including judgments and statutory liens for taxes and improvements; that all improvements shall be kept in repair and no waste shall be permitted.

SECOND. Grantor will pay all taxes and assessments against said premises when due; will keep said premises free from statutory liens; will keep all existing and future improvements on said premises insured against loss by fire and extended coverage to the full insurable value thereof in companies approved by and under policies delivered to said holder with loss payable to said holder, and to pay the premiums on said policies when due. In the event of loss under said policies, the holder may apply the proceeds thereof upon the debt secured hereby in such order as the holder may elect, whether or not said debt be due, or may apply said proceeds to the restoration of the improvements, or may pay the same to grantor, his heirs, legal representative, or assigns.

THIRD. The holder may, at its option, pay all taxes, assessments, and insurance premiums as they fall due, and any amounts so paid shall be payable to the holder forthwith with interest at the highest rate permissible by law, and the holder shall be subrogated to the liens and equities securing the sums so paid, and such sums shall be secured by the lien of this instrument. Between the grantor and the holder and their successors in interest, the regularity and validity of all taxes, assessments and tax bills entered on the public records shall be conclusively established thereby.

FOURTH. As additional security for the note secured hereby grantor sells and assigns to the holder thereof all rentals and royalties payable to grantor under existing and future mineral and surface leases, but all such rentals and royalties shall be payable to grantor until such holder shall notify the lessee or assigns that the debt secured hereby is in default, whereupon payment of any such sums shall be made to such holder to be credited upon said note. No lease shall be granted for a cash rental payable in advance or negotiable notes accepted therefor without the consent of the holder. Nothing herein shall prohibit grantor from giving, nor shall the provisions hereof impair, a mortgage upon crops for any current crop year to finance farming operations. Release of this deed of trust shall terminate this assignment.

FIFTH. The taking of additional security, or the extension or renewal of said indebtedness or any part thereof, shall at no time release or impair the security hereof, or affect the liability of any endorser or surety.

SIXTH. Foreclosure of this lien may be either by suit or sale by trustee hereunder, or by both, upon the whole or any part of the debt, principal or accrued interest thereon, and foreclosure for part of the debt shall not affect or impair the lien hereof securing the remaining portion of said indebtedness, and such foreclosure by trustee's sale shall not exhaust the power of the trustee to sell or the right to foreclose by suit. The purchaser under foreclosure for part of the indebtedness shall take the title subject to the remaining part thereof.

SEVENTH. In the event of any failure or default in the performance of any of the covenants or agreements of grantor contained in this deed of trust, the holder of the note hereby secured, at its election, may declare the whole of the unpaid principal of said note, or any installment thereof, and all accrued interest to be immediately due and payable.



EIGHT. Said grantor waives notice of default in payment of the note hereby secured, together with demand for payment thereof, diligence in foreclosing this deed of trust, and agrees that the time for payment of either principal or interest may be extended from time to time, without notice; said extension may be either formal or informal and the extension to the maker or makers of said note, or either of them, shall effectively bind all of the right, title and interest of grantor.

NINTH. If it shall become necessary for said holder to bring or defend any action to protect or establish any of its rights, or the rights of trustee hereunder, or any successor, grantor will pay, in addition to costs and disbursements allowed by law, the reasonable costs of bringing or defending such action, including cost of evidence of title to said property, and survey, if any, and reasonable attorneys' fees, all of which shall be added to the mortgage debt secured hereby.

NOW THEREFORE, if said note and the interest thereon be paid when due and this agreement be faithfully performed, then these presents shall be void, and the lien of this instrument shall be released at grantor's cost, but if said note or installments, or any part thereof, or any interest thereon, be not paid when due, or if default shall be made in the due fulfillment of any covenants and agreements herein stated, then this instrument shall remain in force, and said trustee, or his successors, as hereinafter provided, at the request of the holder of the indebtedness secured hereby at any time after said failure or default, shall proceed to sell the property hereby conveyed at public vendue in Desoto County, Mississippi, in the manner and after notice as now provided by law, and shall execute and deliver to the purchaser or purchasers thereof sufficient deed or deeds in law to the property so sold in fee simple, and shall receive the proceeds of said sale and out of the same shall pay: FIRST, the cost and expenses of executing this trust, including compensation to the trustee for his services, and attorneys' fees incurred; SECOND, to the holder of the note, upon the delivery of the usual vouchers therefor, all moneys paid for insurance or taxes or judgments upon statutory liens, together with interest thereon at the highest rate permissible by law from the dates of such advancements to the date of repayment; THIRD, the principal of all of said installments due and unpaid with interest to date of payment; FOURTH, if foreclosure be for less than the whole of the note hereby secured, then to the payment pro tanto in order of their maturity of such of said installments as are not then due, and interest thereon; and the balance of such proceeds, if any, shall be paid to the grantor or his legal representatives. If the holder has not exercised the option to declare all of said installments due, and foreclosure be had to satisfy matured installments, only, nevertheless, the proceeds of sale shall be applied as herein directed, and if such proceeds shall not be sufficient to satisfy all of said installments hereby secured, said trustee shall make his deed subject to the lien of this instrument securing the unpaid installments.

Any holder of the note hereby secured is expressly authorized, at any time it or they may desire, to appoint in writing, without notice to grantor, a substitute trustee to act instead of the trustee named herein; and further authorized so to appoint other substitute trustees successively during the life of this loan, and such trustees shall each and all succeed to the rights and powers of the first trustee named herein, and grantor does hereby ratify and confirm any and all acts the said trustee, or his successor, may lawfully do in the premises by virtue hereof.

In case of any sale hereunder, the holder may purchase and it is agreed that the recitals in deed to the purchaser shall be accepted in any court as prima facie evidence of the truth of the matters therein stated, and it shall be presumed that all acts essential to the validity of the sale have been performed.

Witness our signatures the day and year first above written.

Henry F. Robison Sr  
Henry F. Robison, Sr.  
Elizabeth D. Robison  
Elizabeth D. Robison  
Henry F. Robison Jr.  
Henry F. Robison, Jr.  
Linda Robison  
Linda Robison

ACKNOWLEDGEMENT - HUSBAND AND WIFE

STATE OF MISSISSIPPI )  
COUNTY OF Desoto ) ss.

This day personally appeared before me, the undersigned duly qualified and acting Notary Public within and for the County and State aforesaid Henry F. Robison, Sr and Elizabeth D. Robison

his wife, and they acknowledged that they signed and delivered the foregoing instrument on the day and date therein mentioned, as their voluntary act and deed and for the purposes and considerations as therein set forth.

WITNESS My hand and Notarial Seal this the 7th day of April, 1974

[Signature]  
Notary Public

My Commission Expires:  
04/15/75



ACKNOWLEDGEMENT - HUSBAND AND WIFE

STATE OF MISSISSIPPI )  
 ) ss.  
COUNTY OF Quitman )

This day personally appeared before me, the undersigned duly qualified and acting Notary Public within and for the County and State aforesaid, Henry F. Robison, Jr. and Linda Robison, his wife, and they acknowledged that they signed and delivered the foregoing instrument on the day and date therein mentioned, as their voluntary act and deed and for the purposes and considerations as therein set forth.

19 7 WITNESS MY hand and Notarial Seal this the 14th day of June

[Signature]  
Notary Public

My Commission Expires:

COMMISSION EXPIRES 1987

ACKNOWLEDGEMENT - UNMARRIED PERSON

STATE OF MISSISSIPPI )  
 ) ss.  
COUNTY OF )

This day personally appeared before me, the undersigned duly qualified and acting Notary Public within and for the County and State aforesaid, \_\_\_\_\_, and acknowledged that \_\_\_\_\_ signed and delivered the foregoing instrument on the day and date therein mentioned, as \_\_\_\_\_ voluntary act and deed and for the purposes and considerations as therein set forth. And the said \_\_\_\_\_ further declare \_\_\_\_\_ to be single and unmarried.

WITNESS My hand and Notarial Seal this the 14th day of June 1976

[Signature]  
Notary Public

My Commission Expires:

COMMISSION EXPIRES 1983

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 40 minutes P. M. 14 day of June 1976, and that the same has been recorded in Book 201 Page 113 records of Real Estate TID of said County.

Witness my hand and seal this the 15 day of June 1976  
FEES \$ 6.00 pd. SEAL [Signature] CLERK

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4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.  
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Curtis M. Dillard and wife, Diana L. Dillard  
of Southaven, Mississippi the beneficiary, does hereby certify that a certain trust deed  
bearing date the 12th day of April 1976, made and executed by Kenneth McCleave and  
wife, Marilyn A. McCleave to Curtis M. Dillard and  
wife, Diana L. Dillard,  
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 378  
of the Record of Trust Deeds, on the 13th 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.

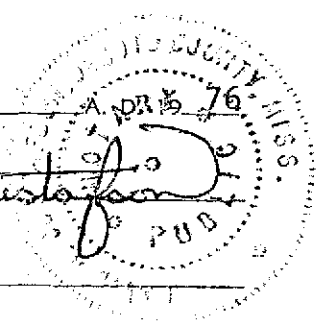
This the 10 day of June, 1976. Curtis M. Dillard  
Curtis M. Dillard  
Diana L. Dillard  
Diana L. Dillard

STATE OF MISSISSIPPI, } ss.  
DeSoto County.

Personally came and appeared before me, the undersigned authority a notary public  
in and for County and State aforesaid, Curtis M. Dillard and wife, who acknowledged that they signed and  
Diana L. Dillard  
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 10th day of June

David A. Gustafson  
Notary Public



LAWRENCE-GREENWOOD 87844

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 8 o'clock 30 minutes A. M.  
on the 15 day of June 1976, and that the same has been recorded in Book 201 Page 118 records of  
Real Estate T/D of said County.  
Witness my hand and seal this the 15 day of June 1976  
FEE\$ 2.50 pd. H. P. Ferguson  
SEAL

RELEASE OF DEED OF TRUST

STATE OF MISSISSIPPI,

County of ~~Marshall~~ Desoto

To the Chancery Clerk of ~~Marshall County~~, State of Mississippi:  
DESOTO COUNTY

You are hereby authorized and directed to satisfy and cancel of record the following Deed of Trust, to-wit:—

One executed by Floyd Lundy Robinson III and Edith A. Robinson for the benefit of Merchants and Farmers Bank, Holly Springs, Mississippi

dated the 17th day of June, 19 74, and recorded in Mortgage Record Book No. 176, Page 194 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 11th day of June, A. D., 19 76.

Merchants and Farmers Bank

By C. L. Robison  
Chairman of the Board

State of Mississippi

Marshall County

Personally appeared before me the undersigned authority

C. L. Robison, Chairman of the Board of the Merchants and Farmers Bank, Holly Springs, Miss., who acknowledged that he signed, sealed and delivered the foregoing instrument as his voluntary act and deed.

Witness my hand and official seal this 11th day of June, 19 76

J. M. Ask Chancery Clerk  
Notary Public.  
By Nadalyne Ask D.C.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 30 minutes P. M. 14 day of June 1976, and that the same has been recorded in Book 201 Page 119 records of Desoto TID of said County.

Witness my hand and seal this the 15 day of June 1976

FEES \$ 2.56 pd.

SEAL H. P. Ferguson CLERK



STATE OF MISSISSIPPI, } ss.  
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank

of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed

bearing date the 29 day of March 1976, made and executed by John W. Forister and

Louise V. Forister of 5283 Lexie, Memphis, TN, 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. 198 on page 151

of the Record of Trust Deeds, on the 5 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. This the 14th day of June, 1976.

THE HERNANDO BANK

*[Signature]*

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

STATE OF MISSISSIPPI, } ss.  
DeSoto County.

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

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

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

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

My Commission Expires Jan. 7, 1978

*[Signature]*

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 15 minutes A. M. 15 day of June 1976, and that the same has been recorded in Book 201 Page 121 records of Real Estate 710 of said County.

Witness my hand and seal this the 15 day of June 1976

FEES \$ 2.50 pd.

SEAL *[Signature]* CLERK

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# DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between HARRY WILKINS AND WIFE,  
ELIZA HALL WILKINS

of the first part, hereinafter designated as the Grantor,

GERALD W. CHATHAM Trustee, of the second part, hereinafter designated as Trustee, and

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

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of  
Three Hundred, Forty Two and No/100 - - DOLLARS

(\$ 342.00 ) 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: in 12 monthly installments of \$28.50 beginning July  
10, 1976 and monthly thereafter

CANCELLED BY AUTHORITY OF THE CHANCERY CLERK  
221 28  
THIS 26 DAY OF Jan 78  
H. M. Ferguson  
CHANCERY CLERK

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

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

State of Mississippi, and more particularly described as follows, to-wit: The land in DeSoto County, Miss.  
described as follows: That certain lot being part of Lot 404, lying and being in Section 13,  
Township 3, Range 8 west in the Town of Hernando, DeSoto County, more particularly described  
as beginning at the northeast corner of the Susie Sims present lot, which point is 277.3  
feet more or less, north of the southeast corner of Lot 404; thence north 40 feet to a point;  
thence west 280 feet more or less to a point; thence south 40 feet to the northwest corner  
of the Susie Sims present lot; thence east 280 feet, more or less, to the point of beginning,  
with reference hereby made to the official map on file in the office of the Chancery Clerk,  
DeSoto County, Ms and being the same lot conveyed to Coley White, et ux by Mrs. Paul  
Cooke in Deed of record in Book 40, Page 191 of the records of the Chancery Clerk of DeSoto  
County. Page 84

This trust deed is junior and inferior to trust deed dated 12/8/71, recorded book # 136, pa 84  
DeSoto County, and trust deed dated 1-31-72, recorded Book 149, page 606, DeSoto County.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 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 11 day of June 19 76

*CHARLES WILKINS*  
*Eliza Wilkins*

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

*Harriet and Eliza Bell Wilkins* 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 June 19 76

My Commission Expires Jan. 7, 1978

My Commission Expires:

*Edwin M. Tucker*

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 15 minutes A. M. 15 day of June 1976, and that the same has been recorded in Book 201 Page 122 records of Real Estate TD of said County.

Witness my hand and seal this the 15 day of June 1976

pd. 5.00



CANCELLED BY AUTHORITY RECORDED IN BOOK

216 PAGE 512

DEED OF TRUST  
LAND

THIS 6 DAY OF Oct 19 77

*[Signature]*  
CHANCERY CLERK

THIS INDENTURE, this day made and entered into between AVERY M. AND BETTY R. ROGERS

of the first part, hereinafter designated as the Grantor,

F. C. Holmes, Jr. Trustee, of the second part, hereinafter designated as Trustee, and

The Hernando Bank of the third part, hereinafter designated as the Beneficiary.

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

Nine Thousand and No/100 - -- DOLLARS

(\$ 9,000.00 ) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 9½ per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit: On or before September 9, 1976

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

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

State of Mississippi, and more particularly described as follows, to-wit: The lands situated in the Town of Hernando, DeSoto County, Ms and described as Part of Lot No. 380 in the Town of Hernando, located in Section Thirteen (13) Township Three (3) Range Eight (8) West as the same shown on the Official Map of said Town of Hernando in the Chancery Court Clerk's Office, DeSoto County and with said lands being described by metes and bounds, as follows, to-wit: Beginning at a point on the North line of Lot No. 380, which said point is 208.4 feet East of the Northwest corner of said Lot and which beginning point is also the Northeast corner of the F. L. Manning lot; thence East along the North line of Lot 380 a distance of approximately 109 feet to the Northwest fence corner of Mrs. Bowdre's orchard lot; thence South along Mrs. Bowdre's fence line a distance of approximately 261.4 feet to the South line of Lot 380; thence East along the South line of said lot and the existing fence line, a distance of approx 109 feet to a point in the South line of Lot 380, which point is 208.4 feet east of the Southwest corner of said Lot 280, and which point is also the Southeast corner of said F. L. Manning lot; thence North with the East line of said Manning lot a distance of approx 261.4 feet to the point of beginning.

This trust deed is second to that trust deed given to North Mississippi Savings & Loan Assn. (amount of first mortgage \$39,000.00).

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 11 day of June 19 76

*Betty R. Rogers*  
.....  
*Betty R. Rogers*  
.....  
.....

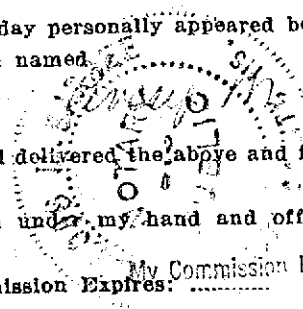
STATE OF MISSISSIPPI,  
COUNTY OF

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

*Conroy M. and Betty R. Rogers* 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 June 19 76

My Commission Expires: Jan. 7, 1978



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 15 minutes A. M. 15 day of June 1976, and that the same has been recorded in Book 201 Page 125 records of Real Estate TID of said County.

Witness my hand and seal this the 15 day of June 1976  
Fees \$ 5.00 pd. *H. J. Ferrell*

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~~207~~ 138  
Partial Release of this instrument recorded in  
Real Estate 710 Book  
No. 216 Page 553  
This 6 day of June 1976  
[Signature] Clerk

# Deed of Trust

To

JAMES E. MCGEHEE AND COMPANY, INC.

THIS DEED OF TRUST, Made and entered into this the 8<sup>th</sup> day of June, 1976,  
by and between T & S HOMES, INC.

of the first part, hereinafter designated as the GRANTORS; Max B. Ostner, Jr.  
Trustee, of the second part, hereinafter designated as TRUSTEE; and James E. McGehee and Company, Inc.  
of the third part, hereinafter designated as the BENEFICIARY.

WITNESSETH: THAT WHEREAS the Grantors are justly indebted to the Beneficiary in the full sum of  
One Hundred Sixty Thousand and no/100----- DOLLARS

(\$ 160,000.00), evidenced by promissory note of even date herewith payable to the Beneficiary as follows,  
to-wit: Note is due on demand, but if no demand is made the note is due  
one year from date.

Lot 149  
Partial Release of this Instrument Recorded in  
Real Estate 710 Book  
No. 223 Page 504  
This 6 day of April 1978  
H. J. Ferguson Clerk

\*1% above prime rate of National Bank of Commerce on the unpaid principal  
balance of the indebtedness.

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

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

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

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

Lots 62, 65, 134, 138, and 149, Section A Revised,  
Churchwood Estates Subdivision in Section 2, Township 2  
South, Range 8 West, as per plat thereof recorded in  
Plat Book 12, pages 45 & 46 in the office of the Chancery  
Clerk of DeSoto County, Mississippi.

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

This deed of trust secures such other and further advances as may  
be made to complete the construction contemplated in a construction loan agreement  
of even date herewith, whether such sums are advanced before or after default and  
whether such sums in the aggregate exceed the principal amount of the note.

The funds hereby secured are advanced pursuant to the construction loan  
agreement of even date. It is a further condition of this Deed of Trust that the  
Grantor shall comply strictly with every obligation of the construction loan  
agreement and shall proceed diligently to complete the construction contemplated  
thereby and any default in the construction loan agreement shall be deemed a  
default in this deed of trust.

Lot 134  
 Partial Release of this Instrument Recorded in  
Real Estate Title Book  
 No. 231 Page 12  
 This 18 day of Sept. 1978  
J. B. Ferguson Clerk

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

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

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

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

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

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

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

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

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

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

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

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

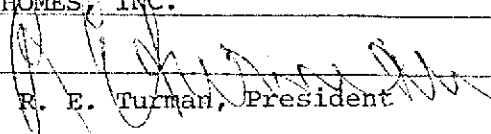
Twelfth: In the event that this deed of trust is subordinate to any other deed of trust or lien of any kind, the Beneficiary may, in the event of a default in the performance of any covenant or agreement in the prior deed of trust or in the event of default in payment of any indebtedness secured by any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

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

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

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

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

T & S HOMES, INC.  
by   
R. E. Turman, President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

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

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

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Notary Public

My Commission expires \_\_\_\_\_

STATE OF MISSISSIPPI

COUNTY OF DESOTO

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

R. E. Turman, President ~~and~~ \_\_\_\_\_

who ~~severally~~ acknowledged that ~~they are~~ he is President ~~and~~ \_\_\_\_\_ respectively of

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

GIVEN under my hand and official seal, this the 8<sup>th</sup> day of May, 1976

Barbara J. [Signature]  
Notary Public  
My Commission expires 3-18-80

**DESOTO TITLE CO. INC.**  
P.O. Box 467  
18 Highway 51 So.  
Hernando, Mississippi 39632

**LAND**

**Deed of Trust**

FROM \_\_\_\_\_  
TO \_\_\_\_\_

STATE OF MISSISSIPPI }  
Chancery Court }  
De Soto County.

I certify that this Deed of Trust was filed for record in my office at 11:15 o'clock A. M., on the 15 day of June, 1976 and was duly recorded the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, on page \_\_\_\_\_ in my office.

Witness my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Chancery Clerk,  
D. C.

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

5.60 pd

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 11 o'clock 15 minutes A. M. on 15 day of June, 1976, and that the same has been recorded in Book 201 Page 128 records of Real Estate 710 of said County.  
Witness my hand and seal this the 15 day of June, 1976  
FEES \$ 5.60 pd. H.P. Ferguson CLERK

132

# DEED OF TRUST

This indenture made this 10<sup>th</sup> day of June, 19 76, between Marion H. Burnell, Sr. and wife, Nellie M. Burnell

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 \$ 4,208.00, evidenced by one promissory note of even date due and repayable in 84 equal monthly installments of \$ 50.10, ~~and xxxxxxxxxx~~, the first installment due the 15th day of August, 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 319 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.

*Cecilia Ray*

*Marion H. Burnell, Sr.*

*Nellie M. Burnell*  
Grantors

STATE OF TENNESSEE )  
COUNTY OF SHELBY )

Personally appeared before me, the undersigned authority of said County and State, the within named Marion H. Burnell, Sr. and wife, Nellie M. Burnell, 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 10<sup>th</sup> day of June, 19 76.

*Opus Weatherly*  
Notary Public

My commission expires:  
My Commission Expires January 17, 1979



STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 11 o'clock 20 minutes A.M. 15 day of June 1976, and that the same has been recorded in Book 201 Page 132 records of Real Estate TID of said County.  
Witness my hand and seal this the 15 day of June 1976  
Fees \$ 2.50 pd.

SEAL *H. H. Ferguson* CLERK



# DEED OF TRUST

This indenture made this 10<sup>th</sup> day of June, 19 76, between Steve L. Blankenship and wife, Joyce/Blankenship 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 \$ 3,873.50, evidenced by one promissory note of even date due and repayable in 72 equal monthly installments of \$ 53.80, ~~and one installment of \$~~, the first installment due the 1st day of August, 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 317 in Section B of Chickasaw Bluff Lakes Subdivision as shown on Plat appearing of record in Plat Book 6, pages 29-34 in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 7, Township 3, Range 9.

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

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

Witness our signatures this the date written above.

Martha Dozier  
Steve L. Blankenship  
Joyce F. Blankenship  
Grantors

STATE OF TENNESSEE )  
COUNTY OF SHELBY )

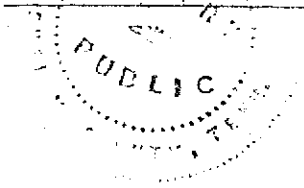
Personally appeared before me, the undersigned, authority of said County and State, the within named Steve L. Blankenship and wife, Joyce/Blankenship, who acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned as their free and voluntary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

Given under my hand and official seal of office this the 10<sup>th</sup> day of June, 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 11 o'clock 20 minutes A.M. 15 day of June 1976, and that the same has been recorded in Book 201 Page 133 records of Real Estate TD of said County.  
Witness my hand and seal this the 15 day of June 1976  
Fees \$ 2.50 pd.  
SEAL H. B. Ferguson CLERK

Sept 20 81

George H. Siquale

# DEED OF TRUST

Witness: H.B. Ferguson

This indenture made this 4<sup>th</sup> day of June, 19 76, between Leonard F. Watson and wife, Deborah K. Watson

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

WHEREAS, the First Party are indebted to the Second Party in the sum of \$ 3,185.00, evidenced by one promissory note of even date due and repayable in 60 equal monthly installments of \$ 53.09, ~~and one installment of \$xx~~, 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 91 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.

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.

*Leonard F. Watson*

Leonard F. Watson  
Deborah K. Watson  
Grantors

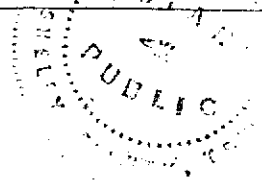
STATE OF TENNESSEE )  
COUNTY OF SHELBY )

Personally appeared before me, the undersigned authority of said County and State, the within named Leonard F. Watson and wife, Deborah K. Watson, 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 4th day of June, 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 11 o'clock 20 minutes A. M. 15 day of June 1976, and that the same has been recorded in Book 201 Page 134 records of Real Estate TID of said County.  
Witness my hand and seal this the 15 day of June 1976  
Fees \$ 2.50 pd.

SEAL H.B. Ferguson CLERK

# DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

BILLY W. GARRETT AND WIFE, PATRICIA ANN GARRETT

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 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 10, 1976 and due the 10th of each month thereafter until paid in full.

CANCELLED BY AUTHORITY RECORDED IN BOOK  
244 PAGE 45  
THIS 11 DAY OF June 1979  
H. A. Ferguson  
CHANCERY CLERK

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 651, Section F, in Carriage Hills Subdivision on Section 24, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 6, Pages 3-4 in the office of the Chancery Clerk of said County.

CANCELLED BY AUTHORITY RECORDED IN BOOK  
244 PAGE 327  
THIS 15 DAY OF June 1979  
H. A. Ferguson  
CHANCERY CLERK

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 7th day of JUNE 1976

*Billy W. Garrett*  
Billy W. Garrett  
-----  
Patricia Ann Garrett  
*Patricia Ann Garrett*  
-----

STATE OF MISSISSIPPI,  
COUNTY OF

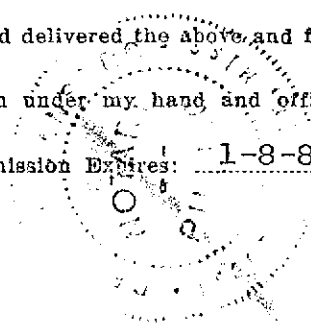
This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Billy W. Garrett and wife, Patricia Ann Garrett who severally acknowledged that they

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

Given under my hand and official seal, this the 7th day of June 1976

My Commission Expires: 1-8-80

*Deborah B. Austro*  
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 0 minutes A. M. 16 day of June 1976, and that the same has been recorded in Book 201 Page 135 records of Real Estate of said County.

Witness my hand and seal this the 16 day of June 1976

FEES \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

Mississippi

ASSIGNMENT OF DEED OF TRUST

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

CLAYTON FEDERAL SAVINGS & LOAN ASSOCIATION, CLAYTON, MISSOURI,

that certain Deed of Trust executed by

CHARLES L. HONEYCUTT and wife, ANN M. HONEYCUTT,

to John Land McDavid, Trustee, for the benefit of Bailey Mortgage Company, dated April 2, 1976, securing a note in the sum of \$ 35,600.00 recorded in Book 198, Page 443, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF the undersigned has executed this Assignment through its duly authorized officer and has caused its corporate seal to be thereunto affixed on this, the 11th day of June, 1976.

BAILEY MORTGAGE COMPANY

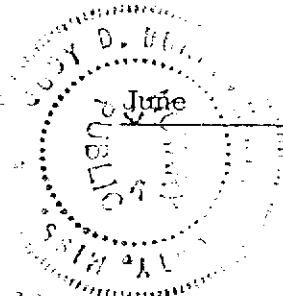
William Cook  
William Cook, Vice President

STATE OF MISSISSIPPI  
COUNTY OF HINDS.....

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

GIVEN under my hand and official seal, this the 11th day of June, 1976.

Judy D. Burke  
NOTARY PUBLIC



My Commission Expires April 28, 1980

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 June 1976, and that the same has been recorded in Book 201 Page 138 records of Real Estate of said County.  
Witness my hand and seal this the 16 day of June 1976  
SEAL H.P. Ferguson CLERK

THE STATE OF MISSISSIPPI  
YALOBUSHA COUNTY

DeSOTO

KNOW ALL MEN, That I hereby authorize Chancery Clerk to cancel and satisfy on the Record in the office of the Chancery Clerk of \_\_\_\_\_ District of Yalobusha County, Mississippi, the Deed of Trust given by Ellis Harper and wife, Rozella L. Harper, to the undersigned as beneficiary, which Deed of Trust is recorded in Book 186 at Pages 89; the said Deed of Trust having been paid off and satisfied.

Witness my official signature and seal of office, day of June 15, 1976

THE MECHANICS SAVINGS BANK

Earl K. Fly.  
President

THE STATE OF MISSISSIPPI,  
County of Yalobusha

Personally came before me, the undersigned authority,

the above named Earl K. Fly, President, The Mechanics Savings Bank, Water Valley, Ms., who acknowledged that he signed and delivered the foregoing instrument on the day and date therein written.

Witness my official signature and seal of office, this the 15th day of June, 1976

Ernest P. Aune

HEDERMAN BROS. JACKSON, MISS. SP

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 0 minutes A. M. 16 day of June 1976, and that the same has been recorded in Book 201 Page 141 records of Real Estate of said County.

Witness my hand and seal this the 16 day of June 1976

FEES \$ 2.50 pd.

SEAL

H. P. Ferguson CLERK

C. S. Droke, et ux,

Thelma S. Droke  
To { DEED OF TRUST  
Ernestine B. Gore,  
Hernando, Mississippi

THIS INDENTURE, Made this 16th day of June 19 76  
between C. S. Droke and his wife, Thelma S. Droke, Parties  
of the first part,  
and Ernestine B. Gore, 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 Forty Two Thousand, Six Hundred Dollars,

(\$42,600.00), evidenced by their one note of even date herewith for said amount, bearing 7% interest per annum from date, and due and payable in ten equal annual installments of principal and interest in the amount of \$6,065.29 (except the last installment is for \$6,065.18) with one of said installments due definitely on 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 years after date, respectively, and all according to loan amortization schedule attached to said note and made a part thereof, and which said note carries certain pre-payment privileges as provided therein

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

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

Twenty (20) acres, situated in the Northeast Quarter of Section Twelve (12), Township Three (3) South, Range Eight (8) West, and more particularly described as follows, to-wit: Beginning at an iron pin at the intersection of the West right of way of U. S. Highway 51 and the North line of said Section 12; thence South 6 degrees 07 minutes East along said right of way 936.2 feet to a point; thence South 84 degrees 43 minutes West, 845.82 feet to a point in the East right of way of old Highway 51; thence North 20 degrees 43 minutes West along said right of way 422.1 feet to a point; thence along said right of way, North 13 degrees 15 minutes West 161 feet to a point; thence along said right of way, North 1 degree 38 minutes West 369 feet to a point in the North line of said Section 12; thence North 84 degrees 38 minutes East along said North Section line, 944.5 feet to the point of beginning, and as said lands are shown by Survey Plat of J. E. Lauderdale, C. E. dated April 6, 1976.

Said lands are the same lands conveyed to First Parties by Second Party by Warranty Deed of even date herewith, and this is a purchase money deed of trust securing the payment of the deferred part of the purchase price for said lands and this is a first and paramount lien against said lands.

The aforementioned note provides, and First Parties hereby understand and agree, that the failure to pay any one of the aforementioned annual installments of principal and interest shall constitute a default under the note, and at the option of the owner or holder of said note, to mature the entire indebtedness and the same may be declared at once due and payable.  
This 16 day of June 19 76

Ernestine B. Gore

Attest  
H. P. Ferguson

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

Witness our signature C. S. Droke the date written above.  
Witness Thelma S. Droke

STATE OF MISSISSIPPI, DeSOTO COUNTY.  
Personally appeared before me, the undersigned Chancery Court Clerk of said County, the within named C. S. Droke and his wife, Thelma S. Droke who acknowledged that they each signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.  
Given under my hand and official seal, this 16th day of June, 19 76.

My Commission Expires January 7, 1980. (SEAL)  
By H. P. Ferguson Clerk  
D. L. Williams D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.  
Before me, H. P. Ferguson of said County, this day personally appeared the above named C. S. Droke and his wife, Thelma S. Droke 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 C. S. Droke and his wife, Thelma S. Droke whose name C. S. Droke and his wife, Thelma S. Droke subscribed thereto, sign and deliver the same to the said Trustee, that he this document subscribed his name H. P. Ferguson

STATE OF MISSISSIPPI, DeSOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 25 minutes A. M. 16 day of June 1976, and that the same has been recorded in Book 201 Page 142 records of said County.  
Witness my hand and seal this the 16 day of June 1976  
FEE\$ 2.50 pd. SEAL H. P. Ferguson CLERK



MISSISSIPPI

SUBSTITUTION OF TRUSTEE

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Bobby C. Holland and wife, Mary J. Holland executed and delivered a certain promissory note dated April 14, 1972, for Sixteen thousand four hundred fifty and no/100 DOLLARS (\$16,450.00), payable to National Mortgage Company; and,

WHEREAS, as security for said note Bobby C. Holland and wife, Mary J. Holland executed and delivered a deed of trust to Delta Title Company as trustee, said deed of trust being dated April 14, 1972, and recorded in Book 141, Page 187, and subsequently refiled in Book 142, Page 510 and assigned to Federal National Mortgage Association, recorded in Book 143, Page 206, re-assigned to National Mortgage Company and recorded in Book 151, Page 269, and assigned to the Secretary of Housing and Urban Development and recorded in Book 152, Page 533, in the Land records of the Chancery Clerk's Office, Desoto County, State of Mississippi, covering the following described property, to wit:

(See attached page)

THE interest of the Secretary of Housing and Urban Development was acquired pursuant to the provisions of the National Housing Act, as amended, (12 USC 1701 et seq.) and the Department of Housing and Urban Development Act (79 Stat. 667).

WHEREAS, said deed of trust contains the following provision:

"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."

NOW, THEREFORE, in exercise of the power of appointment contained in said deed of trust as set out above, the undersigned, CARLA A. HILLS, Secretary of Housing and Urban Development, of Washington, D. C., acting by and through the Federal Housing Commissioner, as the holder of the note, hereby appoints G. A. Gafford of Oxford, Mississippi to be the Trustee under said deed of trust in place and in stead of Delta Title Company, with all powers and duties of the original Trustee.

IN WITNESS WHEREOF, the undersigned on February 6, 1976, has set his hand and seal as Assistant Federal Housing Commissioner, for and on behalf of the said Secretary of Housing and Urban Development, under authority and by virtue of Section 204(g) of the National Housing Act, as amended.

CARLA A. HILLS  
Secretary of Housing and Urban Development

By: Federal Housing Commissioner

By: Robert F. Hollister (SEAL)  
ROBERT F. HOLLISTER  
Assistant Federal Housing Commissioner

Witness:  
George H. Biscoff  
William M. News

DISTRICT OF COLUMBIA : ss

Personally appeared before me, Barbara A. Mattingly, the undersigned, a notary public duly commissioned and qualified in and for the District of Columbia, the within named Robert F. Hollister who is personally well known to me and known to me to be the duly appointed Assistant Federal Housing Commissioner and the person who executed the foregoing instrument bearing date of February 6, 1976 by virtue of the authority vested in him by Section 204(g) of the National Housing Act, as amended, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned, as Assistant Federal Housing Commissioner, for and on behalf of CARLA A. HILLS, as Secretary of Housing and Urban Development.

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

Barbara A. Mattingly  
Notary Public, D. C.

Lot 336, Section "A", DESOTO VILLAGE Subdivision, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 7, Page 13, in the office of the Chancery Clerk of Desoto County, Mississippi, being more particularly described as follows:

Beginning at a point in the east line of Southbridge Circle 175.0 feet northward of the north of the north line of Meadowbrook Drive, said point being the southwest corner of Lot 336; thence eastward 130.0 feet with the line dividing Lots 336 and 335 to a point which is the southeast corner of Lot 336; thence northward 34.21 feet with the east line of Lot 336 to a point; thence north-eastward 33.12 feet with said east line to a point which is the northeast corner of Lot 336; thence westward 142.30 feet with the line dividing Lots 336 and 337 to a point in the east line of Smithbridge Circle, said point being the northwest corner of Lot 336; thence southward with said east line 65.0 feet to the point of beginning.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 0 minutes A. M. 16 day of June 1976, and that the same has been recorded in Book 201 Page 139 records of Real Estate of said County.

Witness my hand and seal this the 16 day of June 1976

FEES \$ 3.50 pd.

SEAL H. P. Ferguson CLERK

FORM No. 4

DEED OF TRUST AND SECURITY AGREEMENT

Land — Farm Products — Farm Equipment

Lanny Culver and  
Bettye L. Culver

THIS agreement, this day made and entered into between \_\_\_\_\_

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

of the first part, hereinafter designated as the Debtor, whose address is c/o Bobb Carr Aircraft Sales  
(Street)

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

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

W. P. Dulaney Trustee, of the second part,  
hereinafter designated as Trustee; and

Planters Bank of Tunica, 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 thousand two hundred  
ninety two and 21/100  
Dollars (\$ 15,292.21 ) evidenced by their promissory note of even date here-  
with in favor of Bank, bearing interest at the rate of specified in said note 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:

\$15,292.21 due 9/13/76

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 15, in Section "A", of Lakeview Village Subdivision, as shown on the plat appearing  
of record in Plat Book 9, Page 9, in the Chancery Court Clerk's Office of DeSoto County,  
Mississippi, situated in Section 23, Township 1 South, Range 9 West.

CANCELLED BY AUTHORITY RECORDED IN  
205 PAGE 458  
3 DAY OF Dec 1976  
J. D. Ferguson  
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN  
PAGE  
DAY OF  
CHANCERY CLERK

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 15 day of June, 19 76

PIEDMONT BANK, TUNICA, MISS.  
By [Signature]  
Bank  
President

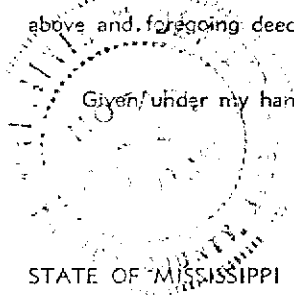
[Signature]  
Debtor  
By [Signature]

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 TUNICA

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Lanny Culver and Bettye L. Culver

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



Given under my hand and official seal, this the 15th day of June, 19 76

[Signature]  
NOTARY PUBLIC  
My Commission Expires: January 22, 1978

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

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

(President—Vice-President—Secretary—Treasurer)

respectively of the above named \_\_\_\_\_

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 0 minutes A. M. on 16 day of June 1976, and that the same has been recorded in Book 201 Page 143 records of Real Estate of said County.  
Witness my hand and seal this the 16 day of June 1976  
FEE \$ 5.00 pd. SEAL [Signature] CLERK

146

oh  
NOT

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }  
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank  
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed  
bearing date the 12 day of March 19 74, made and executed by Jessie Massey and  
Emma Massey of RFD 1, Nesbit, Miss. 38651, to The Hernando Bank  
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto  
County, in the State of Mississippi in Real Estate Trust Deed Record No. 172 on page 214  
of the Record of Trust Deeds, on the 12 day of March, 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 15th day of June, 19 76.

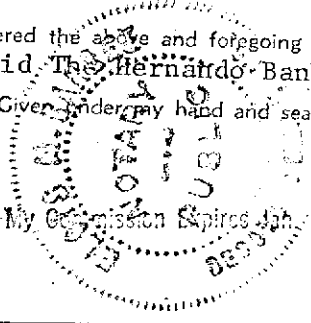
THE HERNANDO BANK

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

STATE OF MISSISSIPPI, }  
DeSoto County. } ss.

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

Given under my hand and seal of office this 15th day of June, A. D. 19 76



Elois M. Barbee

LAWRENCE-GREENWOOD 87844

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 0 minutes A. M.  
16 day of June 1976, and that the same has been recorded in Book 201 Page 146 records  
Real Estate of said County.  
Witness my hand and seal this the 16 day of June 1976  
FEES \$ 2.50 pd. SEAL H. P. Ferguson

VA Form 26-6322 (Home Loan)  
Revised January 1974. Use Optional Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

Assignment of this Instrument Recorded in

Real Estate T/O Book

No. 215 Page 678

This the 13 day of Sept. 19 77

MISSISSIPPI

A. J. Ferguson Clerk

# DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 11th day of June, 19 76,  
by and between

BURNEY GLENN STILL and wife, MERRY N. STILL,

Assignment of this Instrument Recorded in

Real Estate T/O Book

No. 359 Page 13

This the 27th day of Feb. 19 86

, hereinafter called the Grantor;

Tom B. Scott, Jr., hereinafter called the Trustee, and H. H. Ferguson Clerk

W. O. Taylor, D.C.

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 P. O. Box 1818, Jackson, Mississippi, hereinafter called the Beneficiary:

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

Lot 7, Summerset View Subdivision, First Addition, in Section 35, Township 1, Range 7, as per plat thereof recorded in Plat Book 4, Page 12, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

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

The Grantors covenant and agree that should this security instrument or note secured hereby be determined ineligible for guaranty under the Servicemen's Readjustment Act within thirty (30) days from the date hereof (written statement of any officer or authorized agent for the Veterans Administration declining to guarantee said note and/or this security instrument being deemed conclusive of such ineligibility), the present holder of the note secured hereby or any subsequent holder thereof may, at its option, declare all notes secured hereby immediately due and payable.

Principal Mutual Life Ins Co.

Assignment of this Instrument Recorded in

Real Estate T/O Book

No. 461 Page 634

This the 27 day of January 19 89

W. E. Davis by C. Cole Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK

670 PAGE 432

THIS 9 DAY OF Nov, 19 93

W. E. Davis  
CHANCERY CLERK

W. B. Sumner etc

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-Two Thousand and No/100----- Dollars (\$ 22,000.00 ), with interest from date at the rate of Eight & one-half per centum ( 8.5 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Unifirst Federal Savings & Loan Association, P. O. Box 1818 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 Sixty-Nine 18/100 Dollars (\$ 169.18 ), commencing on the first day of August, 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 July, 19x 2006.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Burney Glenn Still*  
-----  
Burney Glenn Still

*Merry N. Still*  
-----  
Merry N. Still

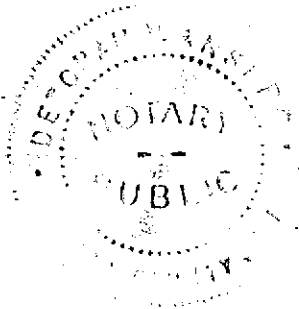
STATE OF MISSISSIPPI, }  
COUNTY OF DESOTO } ss:

Personally appeared before me Deborah B. Ansbroe the undersigned Notary Public in and for said County, the within named Burney Glenn Still and Merry N. Still, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 11th day of June, 1976.

*Deborah B. Ansbroe*  
-----

My Commission Expires January 8, 1980



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 0 minutes A.M. on the 16 day of June, 1976, and that the same has been recorded in Book 201 Page 147 records of Real Estate of said County.  
Witness my hand and seal this the 16 day of June 1976  
FEES \$ 5.00 pd.

*H. P. Ferguson*  
SEAL CLERK

DEED OF TRUST

14th day of June 1976

This Indenture Made and entered into this... day of... by and between Phillip McKnatt

of the first part, and William Sharp, Jr. Trustee, of the second part. WITNESSETH: That for and in consideration of Five Dollars cash in hand paid by the party of the second part to the parties of the first part, and the debt and trusts hereinafter mentioned, said parties of the first part have bargained and sold and do hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate situated and being in Shelby County, Tennessee, to-wit:

Hernando, DeSoto County, Mississippi 1200 Colonial Hill and being more specifically described as being: Lot 2119, Sect. J, Southaven West Subdivision, as shown on plat of record in Plat Book 4, page 283, in the Desoth County, Mississippi Chancery Court Clerk Office of Desoth County, Mississippi, to which plat is made reference for more specific description.

CANCELLED BY AUTHORITY RECORDED IN BOOK 249 PAGE 11 THIS 14 DAY OF Sept 1979 J. D. Ferguson CHANCERY CLERK

TO HAVE AND TO HOLD, the aforescribed real estate, together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the said party of the second part, its successors and assigns, in fee simple forever, and the said parties of the first part do hereby covenant with the said party of the second part, its successors and assigns, that they are lawfully seized in fee of the aforescribed real estate; that they have a good right to sell and convey the same; that the same is unencumbered,

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. But this is a Trust Deed, and is made for the following uses and purposes, and none other; that is to say: The said parties of the first part are justly indebted to /Allied Fidelity Insurance Co. or the holder of the notes hereinafter mentioned, in the sum of Five Thousand & 00/100----- Dollars, evidenced by Note of even Date

Said company is making a circuit bond for Billy Lewis who is charged with the offense of Arson and the purpose of this instrument is to indemnify said company against any loss it may sustain in making this bond in the amount of \$5000.00

It is further agreed that if and when Bill Lewis makes his appearance in the circuit Court of Sharp County, Ark., on the above named charge and when said company is Released of all liabilities on said bond and when all debts, fees, expenses or other obligations due on indemnity contract signed and dated 6-14-76 are paid in full, then this instrument is null and void.

The parties of the first part desire to secure and make certain the payment of said notes, and of any and all renewals and extensions thereof. Now, therefore, the parties of the first part agree and bind themselves that so long as any part of the indebtedness aforesaid shall remain unpaid, they will pay all taxes and assessments against said property promptly when due, and deposit all tax receipts with the said Trustee, will insure the buildings on said property for not less than \$..... against fire..... in some insurance company or companies approved by the holder of the greater portion of the outstanding indebtedness secured hereby and cause said policies to be made payable to said Trustee, for the benefit of the owner of said indebtedness as his interest may appear, and deposit said policies with the said Trustee as further security for said debt, no responsibility for the approval or maintenance of insurance being imposed

upon the Trustee; will protect the improvements on said property by proper repairs, and maintain them in good repair and condition; will pay such expenses and fees as may be necessary in the protection of the property and the maintenance and execution of this trust, 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. In the event of the destruction of the improvements by fire or other casualty, the net proceeds of the insurance shall be applied upon the indebtedness secured hereby in inverse order of its maturity, or at the option of the party of the first part, his heirs and assigns, such proceeds may be used to restore the improvements to their former condition.

The owner of any part of the indebtedness aforesaid may, at his discretion, advance and pay such sums as may be proper to satisfy taxes, maintain insurance and repairs, and protect and preserve the property, and such amounts so paid shall be held and treated as part of the expense of administering this trust.

If the said parties of the first part shall pay said indebtedness when due, and shall pay such sums as shall be necessary to discharge taxes and maintain insurance and repairs and the costs, fees and expenses of making, enforcing and executing this trust, when they shall severally be due and payable, then this conveyance shall become void, and the Trustee shall reconvey by quitclaim the property herein described at expense of said parties of the first part.

But if said parties of the first part shall fail to pay any part of said indebtedness, whether principal or interest, promptly when the same becomes due, or shall fail to pay any sum necessary to satisfy and discharge taxes and assessments before they become delinquent, or to maintain insurance or repairs, or the necessary expense of protecting the property and executing this trust, then, or in either event, all of the indebtedness herein secured shall, at the option of the owner of any of said notes and without notice, become immediately due and payable, principal and interest, and the said Trustee is hereby authorized and empowered to enter and take possession of said property, and before or after such entry to advertise the sale of said property for twenty-one days by three weekly notices in some newspaper published in Memphis, Tennessee, and sell the said property for cash to the highest bidder, 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 to the purchaser in fee simple, and deliver possession to the purchaser, which the parties of the first part bind themselves shall be given without obstruction, hindrance or delay.

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

If the notes secured hereby are placed in the hands of an attorney for collection, by suit or otherwise, or to enforce their collection by foreclosure or to protect the security for their payment, the party of the first part will pay all costs of collection and litigation, together with attorney's fees of 10%, and the same shall be a lien on the premises herein conveyed and enforced by a sale of the property as herein provided.

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

In the event that two trustees are named herein, either of the trustees shall be clothed with full power to act when action hereunder is required and the term "Trustee" shall be construed to mean "Trustees."

In the event that two trustees are named herein and the substitution of a trustee shall become necessary for any reason, the substitution of one trustee in the place of the two named herein shall be sufficient.

Wherever the word "Party" is used herein, it shall mean "Parties" if there are more than one person referred to and wherever pronouns occur herein, they shall be construed according to their proper gender and number according to the context of this instrument.

All erasures and interlineations were made before signing.

The necessity of the Trustee herein named, or any successor in trust, making oath or giving bond, is expressly waived.

Witness the signatures of the said parties of the first part this the day and year first above written.

*Phillip McKnatt*

STATE OF TENNESSEE, COUNTY OF SHELBY }

Before me, the undersigned, a Notary Public, within and for said County and State, at Memphis, duly commissioned and qualified, personally appeared ..... and ..... with whom I am personally acquainted, and who, upon their several oaths, acknowledged themselves to be, respectively, the ..... President, and the Secretary of ..... the within named bargainor, a corporation; and that they, as such ..... President and Secretary, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by the said ..... subscribing thereto the name of the corporation, by himself as such ..... President, and by the said ..... affixing and attesting thereto the corporate seal.

WITNESS my hand and Notarial Seal at my office in said Shelby County at Memphis, this ..... day of ....., 19 ..... MY COMMISSION EXPIRES: .....

Notary Public.

STATE OF TENNESSEE, COUNTY OF SHELBY }

On this, 14th day of June, 1976, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Phillip McKnatt to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written. My commission expires MY COMMISSION EXPIRES FEB. 21, 1978

Notary Public

State Tax ..... Party Responsible For Payment of Taxes: .....

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 0 minutes A. M. 16 day of June 1976, and that the same has been recorded in Book 201 Page 151 rec'd as Real Estate of said County.

Witness my hand and seal this the 16 day of June 1976

FEES \$ 3.50 pd.

SEAL H. P. Ferguson CLERK

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

**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, Tennessee, 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, 1976.

Memphis PRODUCTION CREDIT ASSOCIATION

BY: Wanda Garrett  
Secretary-Treasurer

STATE OF TENNESSEE  
COUNTY OF Shelby

On this 18th day of May, 1976, before me appeared Wanda Garrett to me personally known, who, being by me duly sworn, did say that he is the Secretary-Treasurer of 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

Carroll E. Berger  
Notary Public

This instrument was prepared by the \_\_\_\_\_ Production Credit Corporation, \_\_\_\_\_ Tennessee.

*gale*

STATE OF TENNESSEE, COUNTY OF SHELBY

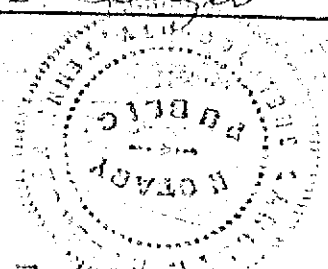
This day personally appeared before, the undersigned authority in and for said State and County the within named WANDA GARRETT, known to me to be the Secretary-Treasurer of Memphis Production Credit Association, a corporation, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned, for the purpose therein set forth, and in the capacity therein stated, for in behalf of Memphis Production Credit Association, after being duly authorized so to do.

Given under my hand and seal this 18th day of May, 1976.

My commission expires:

October 2, 1978

Carol J. Berger  
Notary Public



NOTARY PUBLIC STATE OF TENNESSEE

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 45 minutes A. M. 16 day of June 1976, and that the same has been recorded in Book 201 Page 153 records of Real Estate of said County.

Witness my hand and seal this the 16 day of June 1976

FEES \$ 2.00 pd.

SEAL H. P. Ferguson CLERK

This instrument prepared by: \_\_\_\_\_

TRUST DEED RELEASE

DeSoto Co., Miss.

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Register's Office of Shelby County, Tennessee, certain real property was conveyed by the hereinafter named grantors, to William Sharp, Jr. Trustee for Allied Fidelity Insurance Co.

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
Earl D. Gaylord and wife, Iva M. Gaylord	August 13, 1975	Book 189 Page 308 State of Mississippi, DeSoto Co.	

Tract 1: Part of the northwest Quarter, Section 36, Township 1, Range 9, described as beginning at the southwest corner of said quarter section; thence east 420 feet on the south line of said quarter section; thence north parallel with the west line of said quarter section 210 feet; thence west parallel with the south line of said quarter section 420 feet; thence south on the west line of said quarter section 210 feet to the beginning, and containing 2 acres, more or less.

Tract 2: 40 acres in the north half of the Southwest Quarter of section 36, Township 1, Range 9 described as the north half of the Southwest Quarter of said Section 36, less 2 acres off the east side thereof, more particularly described as beginning 9 chains north of the southeast corner of said North Half of the southwest Quarter, running thence west 3.16 chains, running\*

NOW, THEREFORE, in consideration of the premises the undersigned William E. Roe, President of Allied Fidelity Insurance Co. 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 his 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, William E. Roe, President of Allied Fidelity Ins. Co., covenants with the said grantor that he is the legal owner and holder of the notes described in and secured by said trust deed, and that he has the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said William E. Roe, President of Allied Fidelity Ins. Co. has hereunto set his hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 8th day of June 19 76

Signature of William E. Roe, President of Allied Fidelity Insurance Co.

on't on back

INDIANA }  
STATE OF ~~TENNESSEE~~ }  
COUNTY OF ~~SHELBY~~ }  
MARION }

On this 8th day of June, 19 76, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared William E. Roe to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

My commission expires 2nd day of October, 19 77  
Signature of Donna Darlene Dalton, Notary Public

INDIANA }  
STATE OF ~~TENNESSEE~~ }  
COUNTY OF ~~SHELBY~~ }  
MARION }

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared William E. Roe with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of the Allied Fidelity Ins. Co. the within named bargainer, a corporation, and that he as such President being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as President.

WITNESS my hand and seal at office in Indianapolis, Indiana, this 8th day of June, 19 76

My commission expires 2nd day of October, 19 77  
Signature of Donna Darlene Dalton, Notary Public

thence north 6.33 chains, running thence east 3.16 chains, running thence south 6.33 chains to the beginning, and less and except 38 acres off the south side thereof more particularly described as beginning at the southwest corner of the north half of the southwest quarter of said section; thence north on the section line 912.42 feet to the northwest corner of the tract conveyed to O. E. Moody, et ux, by deed recorded in Book 46, page 83; thence west 834.84 feet to a stake; thence south 417.42 feet to a stake; thence east 1,805.16 feet to the east line of the Southwest quarter of said section; thence south 495 feet; thence west 2,640 feet to the beginning.

*Allied Fidelity Corporation*

MANAGING GENERAL AGENT FOR

*Allied Fidelity Insurance Co.*

*Midland Insurance Company*

STATE OF INDIANA)

) SS:

AFFIDAVIT

COUNTY OF MARION)

I, MARY ELIZABETH BIKOFF, ASSISTANT SECRETARY OF ALLIED FIDELITY INSURANCE CO. DO HEREBY ATTEST THAT WILLIAM E. ROE IS A DULY ELECTED OFFICER OF ALLIED FIDELITY INSURANCE CO. AS PRESIDENT OF ALLIED FIDELITY INSURANCE CO. HE IS EMPOWERED IN THE ARTICLES OF INCORPORATION TO HAVE FULL AUTHORITY TO EXECUTE DOCUMENTS AND AFFIDAVITS AND ANY OTHER LEGAL INSTRUMENT ON BEHALF OF SAID CORPORATION. I FURTHER ATTEST THAT NO AMMENDMENT TO THE CONTRARY IS ENFORCE.

*Mary Elizabeth Bikoff*  
Mary Elizabeth Bikoff

Date June 8, 1976

(SEAL)



STATE OF MISSISSIPPI, DESOTO COUNTY

BOY 10205

INDIANAPOLIS, INDIANA 46219

certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 15 day of June 1976, and that the same has been recorded in Book 301 Page 155 records of Real Estate of said County.

Witness my hand and seal this the 16 day of June 1976

FEES \$ 3.50 pd.

SEAL *H.P. Ferguson* CLERK





ORDER TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Know all men by these presents: that O'Dell A. Sanders,  
President of Bank of Walls, Branch office Tunica County  
Bank, assignee of the beneficiary, Walls Realty Company, Inc., does hereby  
certify that a certain deed of trust bearing date the 25th day of May,  
1966, made and executed by James R. Rodgers and wife, Ruth S. Rodgers to  
Walls Realty Company, Inc., the above named beneficiary, and recorded in  
the office of the Chancery Clerk of DeSoto County, Mississippi, in real  
estate trust deed record No. 89, Page 525, of the record of the trust deeds,  
on the 26th day of May, 1966, is now fully paid and satisfied; and I do  
hereby authorize the clerk of the Chancery Court of said DeSoto County,  
Mississippi to enter satisfaction and certificate of payment in full upon  
this said instrument and that this order be recorded in the record of said  
county also as provided by law.

This the 11 day of June, 1976.

BANK OF WALLS, BRANCH OFFICE OF TUNICA COUNTY BANK

By O'Dell A. Sanders  
President

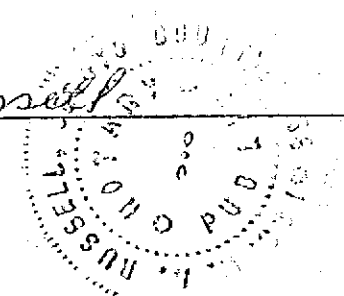
STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally came and appeared before me, the undersigned authority of  
law in and for the jurisdiction aforesaid, O'Dell A. Sanders,  
President of Bank of Walls, Branch of Tunica County Bank,  
who acknowledge that he signed and delivered the above and foregoing instrument  
on the day and date therein mentioned for and on behalf of said Bank after first  
being duly authorized so to do.

GIVEN under my hand and official seal of office this 11th day of June,  
1976.

Wm. W. A. Russell  
NOTARY PUBLIC



My commission expires:

My Commission Expires Nov. 7, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 1 o'clock 40 minutes P. M.  
16 day of June 1976, and that the same has been recorded in Book 201 Page 58 records  
Real Estate of said County.  
Witness my hand and seal this the 16 day of June 1976  
FEES \$ 2.50 pd. SEAL H. P. Ferguson

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ARKANSAS LOUISIANA GAS COMPANY

TO

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK

AND

COMMERCE BANK OF KANSAS CITY,  
NATIONAL ASSOCIATION,

AS TRUSTEES

---

**Fourteenth Supplemental Indenture**

*Dated as of June 1, 1976*

(Supplemental to Indenture dated as of September 1, 1953)

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First Mortgage Bonds, 9.30% Series due 1996

This Instrument Contains After-acquired Property Provisions.

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FOURTEENTH SUPPLEMENTAL INDENTURE, dated as of June 1, 1976, between ARKANSAS LOUISIANA GAS COMPANY, a corporation organized and existing under the laws of the State of Delaware (hereinafter sometimes called the "Company"), party of the first part, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, formerly Guaranty Trust Company of New York, a corporation organized and existing under the laws of the State of New York (hereinafter sometimes called the "Trustee"), and Commerce Bank of Kansas City, National Association, formerly Commerce Trust Company, a national banking association having its principal office and place of business in Kansas City, Missouri (hereinafter sometimes called the "Additional Trustee" and, together with the Trustee, called the "Trustees"), as Trustees, parties of the second part.

WHEREAS the Company heretofore executed and delivered an indenture of mortgage and deed of trust, dated as of September 1, 1953 (hereinafter called the "Original Indenture"), to secure its First Mortgage Bonds, issuable in series, and created thereunder an initial series of bonds designated as First Mortgage Bonds, 4½% Series due 1973; and

WHEREAS the Company heretofore executed and delivered thirteen indentures supplemental to the Original Indenture, each for one or more purposes permitted by the Original Indenture, as follows:

- First Supplemental Indenture, dated as of October 1, 1957
- Second Supplemental Indenture, dated as of December 1, 1959
- Third Supplemental Indenture, dated as of August 31, 1960
- Fourth Supplemental Indenture, dated as of September 30, 1961
- Fifth Supplemental Indenture, dated as of October 31, 1961
- Sixth Supplemental Indenture, dated as of December 1, 1962
- Seventh Supplemental Indenture, dated as of April 1, 1963
- Eighth Supplemental Indenture, dated as of March 1, 1965
- Ninth Supplemental Indenture, dated as of August 25, 1965
- Tenth Supplemental Indenture, dated as of July 1, 1969
- Eleventh Supplemental Indenture, dated as of September 1, 1970
- Twelfth Supplemental Indenture, dated as of September 1, 1974
- Thirteenth Supplemental Indenture, dated as of September 1, 1975, and

WHEREAS Commerce Trust Company (now Commerce Bank of Kansas City, National Association) was appointed an Additional Trustee under the Original Indenture and indentures supplemental thereto to act as Co-Trustee of property of the Company in the State of Missouri by an instrument dated as of June 28, 1968 executed and delivered by the Company and the Trustee, and accepted by Commerce Trust Company by an instrument dated August 2, 1968; and

WHEREAS the Company covenanted in and by the Original Indenture to execute and deliver such further instruments and do such further acts

as may be necessary or proper to carry out more effectually the purposes of the Original Indenture and to make subject to the lien thereof any property acquired after the execution and delivery of the Original Indenture and intended to be subjected to the lien thereof (the Original Indenture, such Supplemental Indentures and this Supplemental Indenture are herein collectively called the "Indenture"); and

WHEREAS the Company, since the execution and delivery of the Thirteenth Supplemental Indenture, has acquired certain additional property hereinafter described or mentioned and the Company desires to execute and deliver this Supplemental Indenture, in accordance with the provisions of the Original Indenture, for the purpose of further assuring, conveying and confirming unto the Trustees said additional property which by the terms of the Original Indenture is subject to the lien thereof; and

WHEREAS under Articles 2 and 3 of the Original Indenture the Company is authorized to issue additional bonds upon the terms and conditions expressed in the Original Indenture; and

WHEREAS the Company proposes to create a new series of First Mortgage Bonds, to mature June 1, 1996 and to be designated as First Mortgage Bonds, 9.30% Series due 1996 (hereinafter sometimes called the "Bonds" or "Bonds of the 1996 Series"); and

WHEREAS the Company, by appropriate corporate action, has duly resolved and determined to execute this Supplemental Indenture for the purpose of providing for the creation of the Bonds of the 1996 Series and of specifying the form, provisions and particulars thereof as in said Original Indenture provided or permitted and of giving to the Bonds of the 1996 Series the protection and security of the Original Indenture, and of further confirming the lien of the Original Indenture upon the additional properties hereinafter described; and

WHEREAS the text of the Bonds of the 1996 Series and of the Trustee's Certificate of Authentication to be endorsed thereon are to be substantially in the forms following:

[FORM OF BOND]

[FACE]

ARKANSAS LOUISIANA GAS COMPANY

FIRST MORTGAGE BOND

9.30% SERIES DUE 1996

DUE JUNE 1, 1996

REGISTERED

No. \_\_\_\_\_

REGISTERED

\$ \_\_\_\_\_

ARKANSAS LOUISIANA GAS COMPANY, a corporation organized and existing under the laws of the State of Delaware (hereinafter sometimes called the Company), for value received, hereby promises to pay to \_\_\_\_\_, or registered assigns, on June 1, 1996 (unless this bond shall have been called for previous redemption and provision made for the payment of the redemption price thereof), \_\_\_\_\_ Dollars at its office or agency in the Borough of Manhattan, The City of New York, and to pay interest thereon at said office or agency at the rate per annum specified in the title hereof from June 1, 1976, or from the most recent interest payment date to which interest has been paid or duly provided for on the bonds of this Series or, if this bond be dated between a record date specified below and the interest payment date in respect thereof, and the interest due on said date is paid, from such interest payment date, semi-annually on June 1 and December 1 in each year, commencing on December 1, 1976, until the Company's obligation with respect to such principal sum shall be discharged. The principal of, the premium, if any, and the interest on this bond shall be payable in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts. Subject to certain exceptions provided in the Fourteenth Supplemental Indenture, dated as of June 1, 1976, the interest so payable on any June 1 or December 1 will be paid to the person in whose name this bond (or the bond replaced hereby) is registered at the close of business on the May 15 or November 15 (record dates) next preceding such June 1 or December 1, whether or not a business day.

Reference is made to the further provisions of this bond set forth on the reverse hereof. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication endorsed hereon shall have been signed by Morgan Guaranty Trust Company of New York, or its successor, as Trustee under the Indenture.

IN WITNESS WHEREOF, ARKANSAS LOUISIANA GAS COMPANY has caused this bond to be signed in its name by the facsimile signature of its Chairman of the Board, and its corporate seal to be imprinted hereon and attested by the facsimile signature of its Secretary or an Assistant Secretary.

Dated:

ARKANSAS LOUISIANA GAS COMPANY,  
 By \_\_\_\_\_  
*Chairman of the Board.*

Attest:

\_\_\_\_\_  
*Secretary.*

## [FORM OF BOND]

## [REVERSE]

This bond is one of an issue of bonds of the Company, known as its First Mortgage Bonds, issued and to be issued in one or more series under and equally and ratably secured (except as any sinking, amortization, improvement or other fund established in accordance with the provisions of the indenture hereinafter mentioned may afford additional security for the bonds of any particular series) by a certain indenture of mortgage and deed of trust, dated as of September 1, 1953, made by the Company to Guaranty Trust Company of New York, now Morgan Guaranty Trust Company of New York, as Trustee (hereinafter called the Trustee) and a Fourteenth Supplemental Indenture, dated as of June 1, 1976 and certain other supplemental indentures, including a Second Supplemental Indenture, a Sixth Supplemental Indenture, a Ninth Supplemental Indenture, a Tenth Supplemental Indenture and a Twelfth Supplemental Indenture, which modified certain provisions of said indenture of mortgage and deed of trust, (said indenture of mortgage and deed of trust and all indentures supplemental thereto being herein called the Indenture). Effective August 2, 1968, Commerce Trust Company, now Commerce Bank of Kansas City, National Association, became an Additional Trustee under the Indenture. Reference is hereby made to the Indenture for a description of the property mortgaged, the nature and extent of the security, the rights and limitations of rights of the Company, the Trustees, and the holders of said bonds under the Indenture, and the terms and conditions upon which said bonds are and are to be issued and secured, to all the provisions of which Indenture and of all such supplemental indentures in respect of such security, including the provisions of the Indenture permitting the issue of bonds of any series for property which, under the restrictions and limitations therein specified, may be subject to liens prior to the lien of the Indenture, the holder, by accepting this bond, assents. To the extent permitted by and as provided in the Indenture, the rights and obligations of the Company and of the holders of said bonds may be changed and modified, with the consent of the Company, by the holders of at least 75% in aggregate principal amount of the bonds then outstanding, such percentage being determined as provided in the Indenture; *provided, however*, that in case such changes and modifications affect one or more but less than all series of bonds then outstanding, they shall be required to be adopted only by (i) the affirmative vote of the holders of at least 75% in aggregate principal amount of outstanding bonds of such one or more series so affected and (ii) the affirmative vote of the holders of a majority in aggregate prin-

principal amount of all of the bonds then outstanding; and *further provided*, that without the consent of the holder hereof no such change or modification shall be made which will extend the time of payment of the principal of, or of the interest or premium, if any, on, this bond or reduce the principal amount hereof or the rate of interest or the premium, if any, hereon, or revise the sinking fund provisions of the Indenture with respect to payments or ratios of gas supply to withdrawal as the same apply to bonds of this series, or effect any other modification of the terms of payment of such principal or interest or premium, if any, or permit the creation of any lien ranking prior to or on a parity with the lien of the Indenture on any of the mortgaged property, or deprive the holder hereof of the benefit of a lien upon the mortgaged property for the security of this bond, or reduce the percentage of bonds required for the adoption of changes or modifications as aforesaid. This bond is one of a series of bonds designated as First Mortgage Bonds, 9.30% Series due 1996, of the Company.

The bonds of this series are subject to redemption prior to maturity, upon not less than thirty, nor more than sixty, days' prior notice, as a whole at any time, or from time to time in part, at the option of the Company, all as more fully provided in the Indenture, at the principal amount of the bonds so to be redeemed and accrued interest to the date fixed for redemption, together with a premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation below:

If Redeemed During Twelve Months' Period Beginning June 1	Premium	If Redeemed During Twelve Months' Period Beginning June 1	Premium
1976	9.30%	1986	4.10%
1977	8.78%	1987	3.58%
1978	8.26%	1988	3.06%
1979	7.74%	1989	2.54%
1980	7.22%	1990	2.02%
1981	6.70%	1991	1.50%
1982	6.18%	1992	0.98%
1983	5.66%	1993	0.46%
1984	5.14%	1994	0.00%
1985	4.62%	1995	0.00%

except that prior to June 1, 1981 the bonds of this series may not be redeemed, directly or indirectly, as a part of a refunding operation involving the incurring of indebtedness having an interest rate or cost lower than the annual interest rate borne by said bonds.



The bonds of this series are also subject to redemption prior to maturity by the operation of the sinking fund provisions of the Indenture applicable to this series in the manner and to the extent provided in the Indenture at the principal amount of the bonds so to be redeemed and accrued interest to the date fixed for redemption.

If this bond or any portion hereof shall be called for redemption, and payment of the redemption price shall be duly provided by the Company as specified in the Indenture, interest shall cease to accrue hereon (or on the portion hereof to be redeemed) on and after the date of redemption fixed in the notice thereof.

The principal of this bond may be declared or may become due before the maturity hereof, on the conditions, in the manner and at the times set forth in the Indenture, upon the happening of a default as therein defined.

This bond is transferable by the registered owner hereof in person or by his duly authorized attorney at the office or agency of the Company in the Borough of Manhattan, The City of New York, upon surrender and cancellation of this bond and upon payment of charges, and thereupon a new fully registered bond of the same series and maturity, for a like principal amount, will be issued to the transferee in exchange therefor, as provided in the Indenture. The Company and the Trustees, any paying agent and any registrar may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment (except as otherwise stated on the face hereof) and for all other purposes. This bond, alone or with other bonds of the same series and maturity, may in like manner be exchanged at such office or agency for one or more new fully registered bonds of the same series and maturity, in denominations approved by the Company, of the same aggregate principal amount, all as provided in the Indenture. Upon each such transfer or exchange the Company may require the payment of charges as in the Indenture prescribed.

No recourse under or upon any covenant or obligation of the Indenture, or of any indenture supplemental thereto, or of this bond for the payment of the principal of, premium, if any, or the interest on this bond, or for any claim based thereon, or otherwise in any manner in respect thereof, shall be had against any incorporator, stockholder, officer or director, as such, of the Company, or of any successor corporation, whether former, present or future, either directly, or indirectly through the Company or any predecessor or successor corporation or the Trustee, by the enforcement of any assessment or otherwise, or by any legal or equitable proceeding by virtue of any constitution, statute, or otherwise (including, without limiting the generality of the foregoing, any proceeding to enforce any claimed liabil-

ity of stockholders of the Company based upon any theory of disregarding the corporate entity of the Company or upon any theory that the Company was acting as the agent or instrumentality of the stockholders), any and all such liability of incorporators, stockholders, officers and directors, as such, being released by the holder hereof, by the acceptance of this bond, and being likewise waived and released by the terms of the Indenture.

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This bond is one of the bonds, of the series designated therein, described in the within-mentioned Indenture.

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK, AS TRUSTEE,

By \_\_\_\_\_  
*Authorized Officer.*

AND WHEREAS all the requirements of law and of the charter and by-laws of the Company, including all requisite action on the part of the stockholders, directors and officers, and all things necessary to make the Bonds of the 1996 Series, when duly executed by the Company and authenticated and delivered by the Trustee, and duly issued, the valid, binding and legal obligations of the Company, and to constitute the Original Indenture and all indentures supplemental thereto, including this Supplemental Indenture, valid, binding and legal instruments for the security of all the bonds from time to time issued under the Original Indenture, including the Bonds of the 1996 Series, in accordance with the terms of such bonds and of such instruments, have been done, and been performed; and the execution and delivery hereof have been in all respects duly authorized;

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH: That Arkansas Louisiana Gas Company in consideration of the premises and of the mutual covenants herein contained, and of One Dollar (\$1.00) to it duly paid by the Trustees at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to create the Bonds of the 1996 Series and to specify the terms and provisions thereof, and to make definite and certain the lien of the Indenture upon the premises hereinafter described and to subject said premises directly to the lien of the Indenture, and to secure the payment of the principal of and interest and premium, if any, on all bonds from time to time outstanding under the Indenture, including the Bonds of the 1996 Series, according to the terms of said bonds, and to secure the performance and ob-

servance of all of the covenants and conditions contained in the Indenture, has executed and delivered this Supplemental Indenture and has granted, bargained, sold, warranted, alienated, remised, released, conveyed, assigned, transferred, mortgaged, hypothecated, affected, pledged, set over and confirmed, and by these presents does grant, bargain, sell, warrant, alienate, remise, release, convey, assign, transfer, mortgage, hypothecate, affect, pledge, set over and confirm unto Morgan Guaranty Trust Company of New York, as Trustee, and unto Commerce Bank of Kansas City, National Association, as Additional Trustee, jointly with Morgan Guaranty Trust Company of New York as to property in the State of Missouri, and to its or their respective successor or successors in the trust and their assigns forever, the following property to wit:

PART FIRST.

*Real Estate.*

All lands, land rights, interest in lands, leases and leaseholds (except oil, gas and mineral rights and oil, gas and mineral leases and leasehold rights) owned by Arkansas Louisiana Gas Company in the State of Arkansas and particularly in the following counties, to-wit:

Arkansas	Dallas	Lafayette	Pike
Ashley	Desha	Lawrence	Poinsett
Benton	Drew	Lee	Pope
Bradley	Faulkner	Lincoln	Prairie
Calhoun	Franklin	Little River	Pulaski
Chicot	Garland	Logan	Saline
Clark	Grant	Lonoke	Scott
Cleburne	Greene	Miller	Sebastian
Cleveland	Hempstead	Mississippi	Sevier
Columbia	Hot Spring	Monroe	St. Francis
Conway	Howard	Montgomery	Union
Craighead	Independence	Nevada	Van Buren
Crawford	Jackson	Ouachita	Washington
Crittenden	Jefferson	Perry	White
Cross	Johnson	Phillips	Woodruff
			Yell

All that certain piece and parcel of land situated in the County of Sumner, State of Kansas, described as follows:

(25365) That certain tract of land 50 feet wide and 100 feet long, being a portion of the NW $\frac{1}{4}$ , Section 17, Township 35 South, Range 1 East, Sumner County, Kansas, containing 0.11 acre, more or less, and

more particularly described in that certain lease dated December 30, 1975, executed by Roger Hackney, et ux to Arkansas Louisiana Gas Company, which is recorded in Book 176, Page 484, of the Deeds Records of Sumner County, Kansas.

All those certain pieces and parcels of land situated in the *Parish of Caddo, State of Louisiana*, described as follows:

(25336) That certain six acre tract of land lying in the Southerly portion of Olin Corporation's 200 acre tract of land in Irregular Section 30, Township 16 North, Range 12 West, as recorded in Conveyance Book 1194, Page 95, of the Records of Caddo Parish, Louisiana, and more particularly described in that certain Surface Lease dated November 21, 1975, executed by Olin Corporation to Arkansas Louisiana Gas Company, which is recorded under Registry No. 672744, of the Conveyance Records of Caddo Parish, Louisiana.

(25376) That certain 20 by 17.66 by 20.17 by 16 foot Lot in the Northeast Corner of Lot 131, Virginia Place, a subdivision in the City of Shreveport, Caddo Parish, Louisiana, as per that plat recorded in Book 28 at Page 208, Records of Caddo Parish, Louisiana, and more particularly described in Act of Exchange executed October 20, 1975, by Willis-Knighton Memorial Hospital, Inc. to Arkansas Louisiana Gas Company, which is recorded under Registry No. 676949, of the Conveyance Records of Caddo Parish, Louisiana.

All that certain piece and parcel of land situated in the *Parish of Claiborne, State of Louisiana*, described as follows:

(25314-A) That certain 400 square foot Lot, being a part of the  $W\frac{1}{2}$  of the  $SE\frac{1}{4}$  of the  $NE\frac{1}{4}$  of Section 14, Township 21 North, Range 7 West, Claiborne Parish, Louisiana, and more particularly described in that certain Deed, Conveyance and Act of Sale executed October 24, 1975, by Louisiana Gas Service Company to Arkansas Louisiana Gas Company, which is recorded in Book 417, Page 135, under Registry No. 272398, of the Conveyance Records of Claiborne Parish, Louisiana.

All those certain pieces and parcels of land situated in the *Parish of DeSoto, State of Louisiana*, described as follows:

(25303) That certain one acre Lot out of the  $SW\frac{1}{4}$  of the  $NE\frac{1}{4}$  of Fractional Section 12, Township 15 North, Range 13 West, De Soto Parish, Louisiana, containing 1.0 acre, more or less, and more partic-

ularly described in that certain Surface Lease dated September 8, 1975, executed by Clarence Nicholson Frierson, Jr., et al to Arkansas Louisiana Gas Company, which is recorded in Book 354, Page 597, under Registry No. 381052, of the Conveyance Records of De Soto Parish, Louisiana.

(25370) That certain 0.78 acre Lot out of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 15, Township 15 North, Range 14 West, De Soto Parish, Louisiana, and more particularly described in that certain Surface Lease dated January 27, 1976, executed by P. J. Loftus and Elizabeth Loftus to Arkansas Louisiana Gas Company, which is recorded in Book 363, Page 110, under Registry No. 383783, of the Conveyance Records of De Soto Parish, Louisiana.

All that certain piece and parcel of land situated in the *Parish of Jackson, State of Louisiana*, described as follows:

(25342) That certain one acre square Lot out of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 20, Township 15 North, Range 3 West, Jackson Parish, Louisiana, and more particularly described in that certain Surface Lease dated November 26, 1975, executed by Continental Can Company, Inc. to Arkansas Louisiana Gas Company, which is recorded in Book 154, Page 769, under Registry No. 226898, of the Conveyance Records of Jackson Parish, Louisiana.

All that certain piece and parcel of land situated in the *Parish of Ouachita, State of Louisiana*, described as follows:

(25380) That certain 100 foot square Lot out of the N/2 of the NW $\frac{1}{4}$  of Section 35, Township 18 North, Range 2 East, Ouachita Parish, Louisiana, and more particularly described in that certain Surface Lease dated March 4, 1976, executed by Julius C. Sanford, Jr., et al to Arkansas Louisiana Gas Company, which is recorded in Book 1067, Page 698, under Registry No. 721199, of the Conveyance Records of Ouachita Parish, Louisiana.

All that certain piece and parcel of land situated in the *Parish of Union, State of Louisiana*, described as follows:

(25335) That certain 100 foot by 184 foot Lot in the Town of Farmerville, Louisiana, and being a part of Section 30, Township 21 North, Range 1 East, Union Parish, Louisiana, containing fractional acre, more or less, together with all improvements situated thereon and

thereto belonging, and more particularly described in that certain Cash Sale Deed dated November 21, 1975, executed by J. C. Long to Arkansas Louisiana Gas Company, which is recorded in Book 321, under Registry No. 167334, of the Conveyance Records of Union Parish, Louisiana.

All those certain pieces and parcels of land situated in the *County of Comanche, State of Oklahoma*, described as follows:

(25306) That certain 40 foot by 40 foot Lot out of the NW/4 SW/4 of Section 15, Township 4 North, Range 10 West, Comanche County, Oklahoma, containing 0.0182 acre, more or less, and more particularly described in that certain lease dated September 23, 1975, executed by Joe R. Lutonsky, et ux to Arkansas Louisiana Gas Company, which is recorded in Book 903, Page 246, of the Records of Comanche County, Oklahoma.

(25307) That certain 20 foot by 40 foot Lot out of the SW/4 SE/4 of Section 24, Township 4 North, Range 11 West, Comanche County, Oklahoma, containing 0.02 acre, more or less, and more particularly described in that certain lease dated October 1, 1975, executed by Lee May, et ux to Arkansas Louisiana Gas Company, which is recorded in Book 903, Page 249, of the Records of Comanche County, Oklahoma.

All that certain piece and parcel of land situated in the *County of Custer, State of Oklahoma*, described as follows:

(25329) That certain tract of land 20 feet by 30 feet out of the W/2 SE/4 of Section 32, Township 14 North, Range 17 West, Custer County, Oklahoma, containing 0.0137 acre, more or less, and more particularly described in that certain lease dated November 3, 1975, executed by Jerry Waltrip, et al to Arkansas Louisiana Gas Company, which is recorded in Book 326, Page 501, of the Records of Custer County, Oklahoma.

All that certain piece and parcel of land situated in the *County of Garfield, State of Oklahoma*, described as follows:

(25290) The surface only of that certain one acre square in the NWC of the NW $\frac{1}{4}$  NW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 10, Township 22 North, Range 6 West, Garfield County, Oklahoma, and more particularly described in that certain Warranty Deed dated August 13, 1975, executed by Kenneth P. Simpson, et ux to Arkansas Louisiana Gas Company, which is recorded in Book 532, Page 194, of the Records of Garfield County, Oklahoma.

All that certain piece and parcel of land situated in the County of Haskell, State of Oklahoma, described as follows:

(25291) All that part of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 36, Township 10 North, Range 23 East, Haskell County, Oklahoma, lying North and West of an existing County Road, containing two acres, more or less, and more particularly described in that certain Surface Lease dated August 27, 1975, executed by John L. Wood, et ux to Arkansas Louisiana Gas Company, which is recorded in Book 308, Page 256, of the Records of Haskell County, Oklahoma.

All that certain piece and parcel of land situated in the County of McClain, State of Oklahoma, described as follows:

(25351) That certain tract of land 25 feet by 25 feet located in the SE $\frac{1}{4}$  SE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 5, Township 5 North, Range 2 West, McClain County, Oklahoma, containing 0.0143 acre, more or less, and more particularly described in that certain lease dated December 10, 1975, executed by Gloria Love Pendleton to Arkansas Louisiana Gas Company, which is recorded in Book 555, Page 157, of the Records of McClain County, Oklahoma.

All that certain piece and parcel of land situated in the County of Pontotoc, State of Oklahoma, described as follows:

(25378) Surface Rights Only in that certain 9.686 acre tract of land in the N $\frac{1}{2}$  NW $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 9, Township 4 North, Range 6 East, lying West of the Centerline of the Old Ada-Byng Highway, Pontotoc County, Oklahoma, and more particularly described in that certain Warranty Deed dated December 11, 1975, executed by E. R. Ebrite, et ux to Arkansas Louisiana Gas Company, which is recorded in Book 900, Page 248, of the Records of Pontotoc County, Oklahoma.

All that certain piece and parcel of land situated in the County of Woods, State of Oklahoma, described as follows:

(25337) That certain 0.963 acre Lot out of the W $\frac{1}{2}$  NW $\frac{1}{4}$  of Section 25, Township 27 North, Range 13 West, Woods County, Oklahoma, and more particularly described in that certain lease dated December 1, 1975, executed by Henry Korell, et ux to Arkansas Louisiana Gas Company, which is recorded in Book 347, Page 100, of the MISC. Records of Woods County, Oklahoma.

All that certain piece and parcel of land situated in the *County of Caldwell, State of Texas*, described as follows:

(25366) That certain 25 by 30 foot Lot situated in the City of Luling, Caldwell County, Texas, and being thirty feet off of the East end of Lot No. 91 in the Highland Estates Addition, and more particularly described in that certain Deed dated October 25, 1975, executed by C. H. Walden, et ux to Arkansas Louisiana Gas Company, which is recorded in Book 372, Page 6, of the Deed Records of Caldwell County, Texas.

All those certain pieces and parcels of land situated in the *County of Hemphill, State of Texas*, described as follows:

(25305) That certain tract of land out of the SE $\frac{1}{4}$  of Section 124, Block 41, of H. & T. C. R. R. Survey, containing 1.99 acres, more or less, and more particularly described in that certain Surface Lease dated November 12, 1973, executed by Lucile Wright to Arkansas Louisiana Gas Company, which is recorded in Book 135, Page 108, of the Deed Records of Hemphill County, Texas.

(25310) That certain 0.93 acre Lot out of Section 150, Houston and Texas Central Railroad Survey, Block 41, Hemphill County, Texas, and more particularly described in that certain Surface Lease Only dated September 24, 1975, executed by Grace H. Wright, Individually and as Independent Executrix of the Estate of Charles H. Wright, Deceased, to Arkansas Louisiana Gas Company, which is recorded in Book 135, Page 112, of the Deed Records of Hemphill County, Texas.

All that certain piece and parcel of land situated in the *County of Lavaca, State of Texas*, described as follows:

(25375) FIRST TRACT: That certain tract or parcel of land situated in Lavaca County, Texas, being a part of the John May League, within the Corporate Limits of the City of Yoakum, Texas, containing  $\frac{1}{3}$  of an acre of land; and

SECOND TRACT: Lying along side of the second tract herein described and BEGINNING at the west corner of the tract herein first described; THENCE N. 45 E. 179.5 feet to corner; THENCE N. 45 W. 161.8 feet to corner; THENCE S. 45 W. 179.5 feet to corner; THENCE S. 45 E. 161.8 feet to the place of beginning, containing  $\frac{2}{3}$  of an acre of land, less a parcel of land sold off the west side of said  $\frac{2}{3}$  of an acre, 100 feet by 179.5 feet, leaving



here now conveyed all in one tract of land, a tract of land fronting 142.7 feet on northeasterly side of Crittenden Street and running back between parallel lines 179.5 feet,

and all being more particularly described in that certain Deed dated December 22, 1975, executed by Ann Pattillo to Arkansas Louisiana Gas Company, which is recorded in Book 293, Page 571, of the Deed Records of Lavaca County, Texas.

All that certain piece and parcel of land situated in the *County of Morris, State of Texas*, described as follows:

(25372) That certain 25 foot square Lot, all of which is within a 100 foot easement granted to Southwestern Electric Power Company, out of the "Jenkins 80 acre" tract of land in the Davis S. King Survey, A-165, Morris County, Texas, containing 0.01 acre, more or less, and more particularly described in that certain lease dated January 26, 1976, executed by Davey L. Senko to Arkansas Louisiana Gas Company, which is recorded in Vol. 148, Page 480, of the Deed Records of Morris County, Texas.

All that certain piece and parcel of land situated in the *County of Wheeler, State of Texas*, described as follows:

(25325) That certain tract of land 100 feet by 100 feet located in the SW/4 of Section 6, of Brooks & Burleson Survey of Block 1, containing 0.23 acres of land, more or less, and more particularly described in that certain lease dated October 21, 1975, executed by David M. Britt, et al to Arkansas Louisiana Gas Company, which is recorded in Vol. 249, Page 102, of the Deed Records of Wheeler County, Texas.

## PART SECOND.

### *Oil, Gas and Mineral Leases and Mineral Interests.*

The oil, gas and mineral leases and mineral interests hereinbelow listed; together with all wells and well equipment, buildings, meter stations, regulating equipment, separators, drips, pipelines, and generally all personal property placed or situated on the lands covered by the said leases and mineral interests to be used in producing or transporting oil or gas and owned by the Company, or the interest therein so owned, together with the right of ingress or egress upon, over and from the same for the purpose of drilling, producing and marketing oil, gas and other minerals. The said leases and said interests, granted by the persons indicated on the dates shown,

and recorded in the public records of the county or parish in which are located the lands covered by the particular lease or conveyance of mineral interest, to all of which recordations reference is here made, are listed as follows:

Oil, Gas and Mineral Leases.

NONE.

PRODUCING ROYALTY.

**JOHNSON COUNTY, ARKANSAS**

12197—Arkansas Louisiana Gas Company's .001943 royalty interest in the Arkansas Western Gas Company—Phipps Lumber Company Well #1-2 comprising all of Section 2, Township 11 North, Range 25 West, Johnson County, Arkansas.

**BLAINE COUNTY, OKLAHOMA**

15253—Arkansas Louisiana Gas Company's .000242 royalty interest in the Tenneco Oil Company—Pekarek Well #1-18 comprising all of Section 18, Township 19 North, Range 10 West, Blaine County, Oklahoma.

**GRADY COUNTY, OKLAHOMA**

15579—Arkansas Louisiana Gas Company's .003418 overriding royalty and its .007813 royalty interest in the Walter Duncan, Inc.—Farwell Unit #1 comprising all of Section 14, Township 5 North, Range 8 West, Grady County, Oklahoma.

**UPSHUR COUNTY, TEXAS**

15869—Arkansas Louisiana Gas Company's .000632 royalty interest in the William D. McBee, et al Indian Rock Gas Unit #11 comprising 652.17 acres in the M. F. Flores Survey A-2, Upshur County, Texas.

PART THIRD.

*Pipelines and Distribution Plants.*

PIPELINES.

All gas pipelines owned by Arkansas Louisiana Gas Company, together with all easements, servitudes, highway and road and river crossing permits, and all other rights, privileges, tenements, hereditaments and appurtenances

belonging or in any wise appertaining to such pipelines in the State of Arkansas and particularly in the following counties, to-wit:

Arkansas	Dallas	Lafayette	Pike
Ashley	Desha	Lawrence	Poinsett
Benton	Drew	Lee	Pope
Bradley	Faulkner	Lincoln	Prairie
Calhoun	Franklin	Little River	Pulaski
Chicot	Garland	Logan	Saline
Clark	Grant	Lonoke	Scott
Cleburne	Greene	Miller	Sebastian
Cleveland	Hempstead	Mississippi	Sevier
Columbia	Hot Spring	Monroe	St. Francis
Conway	Howard	Montgomery	Union
Craighead	Independence	Nevada	Van Buren
Crawford	Jackson	Ouachita	Washington
Crittenden	Jefferson	Perry	White
Cross	Johnson	Phillips	Woodruff
			Yell

#### TRANSMISSION LINES.

*Line LIT-1:* An 8" line beginning at Arkansas Louisiana Gas Company's Elm Grove Compressor Station located in the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 23, Township 16 North, Range 12 West; thence in an Easterly direction through Sections 23, 22, 21 and Fractional Section 30, Township 16 North, Range 12 West; a distance of 3.25 miles to a point in the line located in Fractional Section 30, Township 16 North, Range 12 West, all in Bossier Parish, Louisiana and containing approximately: 17,158' of 8" Pipe.

Thence continuing as an 8" line through Fractional Section 30, Township 16 North, Range 12 West; a distance of 1.61 miles to Arkansas Louisiana Gas Company's Gayles Central Point Plant located in Fractional Section 30, Township 16 North, Range 12 West, all in Caddo Parish, Louisiana and containing approximately: 8,521' of 8" Pipe.

*Line LIT-2:* An 8" line beginning at Arkansas Louisiana Gas Company's Caspiana Central Point Dehydrator located in the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 12, Township 15 North, Range 13 West; thence in a Northerly direction through Section 12, Township 15 North, Range 13 West; a distance of .17 miles to a point in the line located in Section 12, Township 15 North, Range 13 West, all in DeSoto Parish, Louisiana and containing approximately: 916' of 8" Pipe.

Thence continuing as an 8" line through Sections 12 and 1, Township 15 North, Range 13 West, Section 6, Township 15 North, Range 12 West, and Governmental Section 32, Township 16 North, Range 12 West, Governmental Section 31, Lands of Daniels Succession Book "T", Page 606, Governmental Section 30, Lands of Daniels Succession Book "T", Page 606, Robson Plantation, Lot 3, Conveyance Book 250, Page 47, Township 16 North, Range 12 West, and Fractional Section 30, Township 16 North, Range 12 West; a distance of 3.82 miles to Arkansas Louisiana Gas Company's Gayles Central Point Plant located in Fractional Section 30, Township 16 North, Range 12 West, all in Caddo Parish, Louisiana and containing approximately: 20,186' of 8" Pipe.

*Line #36:* A 6" line beginning at Arkansas Louisiana Gas Company's Reams Compressor Station located in the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 10, Township 6 North, Range 15 East; thence in a Westerly direction through Sections 10, 9, 8, 7 and 6, Township 6 North, Range 15 East, Section 1, Township 6 North, Range 14 East, Sections 36 and 35, Township 7 North, Range 14 East; a distance of 5.20 miles to Arkansas Louisiana Gas Company's Ulan Dehydrator located in the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 35, Township 7 North, Range 14 East, all in Pittsburg County, Oklahoma and containing approximately: 27,461' of 6" Pipe.

#### FIELD LINES.

*Line AD-61:* A 6" line beginning at a point on Arkansas Louisiana Gas Company's Line ADT-10 located in the C/NE $\frac{1}{4}$  of Section 19, I. & G. N. R. R. Survey, Block 1; thence in a Northeasterly direction through Sections 19, 20 and 29, I. & G. N. R. R. Survey, Block 1; a distance of .56 miles to the Kerr-McGee, Norris #2-29 Well located in SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 29, I. & G. N. R. R. Survey, Block 1, all in Hemphill County, Texas and containing approximately: 2,953' of 6" Pipe.

*Line AD-62:* A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line AD-61 located in the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 29, I. & G. N. R. R. Survey, Block 1; thence in an Easterly direction through Section 29, I. & G. N. R. R. Survey, Block 1; a distance of .65 miles to the Kerr-McGee, Norris #1-29 Well located in the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 29, I. & G. N. R. R. Survey, Block 1, all in Hemphill County, Texas and containing approximately: 3,421' of 4" Pipe.

*Line AD-63:* A 6" line beginning at a point on Arkansas Louisiana Gas Company's Line AD-61 located in the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 29, I. &

G. N. R. R. Survey, Block 1; thence in a Northerly direction through Sections 29 and 44, I. & G. N. R. R. Survey, Block 1; a distance of 1.14 miles to the Kerr-McGee, Ed Littie et al #2-44 Well located in the C/SW $\frac{1}{4}$  of Section 44, I. & G. N. R. R. Survey, Block 1, all in Hemphill County, Texas and containing approximately: 6,021' of 6" Pipe.

*Line AD-64:* A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line AD-63 located in the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 29, I. & G. N. R. R. Survey, Block 1; thence in a Northeasterly direction through Sections 29 and 44, I. & G. N. R. R. Survey, Block 1; a distance of .66 miles to the Kerr-McGee, Norris #1-44 Well located in the C/SE $\frac{1}{4}$  of Section 44, I. & G. N. R. R. Survey, Block 1, all in Hemphill County, Texas and containing approximately: 3,477' of 4" Pipe.

*Line AD-66:* A 2" line beginning at a point on Arkansas Louisiana Gas Company's Line AD-55 located in the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 1, Township 21 North, Range 24 West; thence in an Easterly direction through Section 1, Township 21 North, Range 24 West, Section 6, Township 21 North, Range 23 West; a distance of 1.01 miles to the Sarkey's Inc., Larason #1-6 Well located in the C/SE $\frac{1}{4}$  of Section 6, Township 21 North, Range 23 West, all in Ellis County, Oklahoma and containing approximately: 5,340' of 2" Pipe.

*Line AD-67:* A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line ADW-2213 located in the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 6, Brooks and Burleson Survey, Block 1; thence in a Northeasterly direction through Sections 6, 7, 8 and 9, Brooks and Burleson Survey, Block 1, Sections 30 and 29, Roberts and Eddleman Survey, Block R E; a distance of 4.41 miles to the Arkla Exploration Company's Boydston #1-29 Well located in the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 29, Roberts and Eddleman Survey, Block R E, all in Wheeler County, Texas and containing approximately: 23,268' of 4" Pipe.

*Line AD-68:* A 6" line beginning at a point on Arkansas Louisiana Gas Company's Line ADT-2 located in the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 39, H. & G. N. R. R. Survey, Block A-7; thence in a Southeasterly direction through Sections 39 and 40, H. & G. N. R. R. Survey, Block A-7, Section 15, Block OS-2; to a point in the line between Wheeler County, Texas and Beckham County, Oklahoma; a distance of 1.42 miles, all in Wheeler County, Texas and containing approximately: 7,503' of 6" Pipe.

Thence continuing as a 6" line through Sections 18, 17, 20, 21 and 22, Township 10 North, Range 26 West; a distance of 3.72 miles to the

Helmerich and Payne, Cupp "C" #1 Well located in the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 22, Township 10 North, Range 26 West, all in Beckham County, Oklahoma and containing approximately: 27,164' of 6" Pipe.

*Line AD-69:* A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line AD-46 located in the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 3, Township 14 North, Range 17 West; thence in an Easterly direction through Sections 3 and 2, Township 14 North, Range 17 West; a distance of 1.06 miles to the Coquina Oil Corporation's Hostutler #1 Well located in the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 2, Township 14 North, Range 17 West, all in Custer County, Oklahoma and containing approximately: 5,580' of 4" Pipe.

*Line AD-70:* A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line AD-3 located in the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 38, H. & G. N. R. R. Survey, Block A-2; thence in an Easterly direction through Sections 38 and 37, H. & G. N. R. R. Survey, Block A-2; a distance of .15 miles to the Jake L. Hamon, Locke Cattle Company #3-A Well located in the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 37, H. & G. N. R. R. Survey, Block A-2, all in Hemphill County, Texas and containing approximately: 800' of 3" Pipe.

*Line AD-71:* A 2" line beginning at a point on an Arkansas Louisiana Gas Company Dehydrator located in the NW $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 166, H. & T. C. Survey, Block 41; thence in a Southwesterly direction through Section 166, H. & T. C. Survey, Block 41; a distance of .28 miles to the McCulloch Oil Corporation, Mathers Ranch #21 Well located in the C/SW $\frac{1}{4}$  of Section 166, H. & T. C. Survey, Block 41, all in Hemphill County, Texas and containing approximately: 1,500' of 2" Pipe.

*Line AD-72:* A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line ADT-5 located in the NW $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 9, Township 14 North, Range 17 West; thence in an Easterly direction through Section 9, Township 14 North, Range 17 West; a distance of .08 miles to the Arkla Exploration Company, Klein #1-9 Well located in the C/NE $\frac{1}{4}$  of Section 9, Township 14 North, Range 17 West, all in Custer County, Oklahoma and containing approximately: 400' of 3" Pipe.

*Line F-414:* A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line FT-12 located in the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 19, Township 15 North, Range 3 East; thence in an Easterly direction through Section 19, Township 15 North, Range 3 East; a distance of .46 miles to the

Guernsey Petroleum Company, Olinkraft #1 Well located in the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 19, Township 15 North, Range 3 East, all in Caldwell Parish, Louisiana and containing approximately: 2,416' of 3" Pipe.

*Line F-415:* A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line FT-11 located in the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 35, Township 18 North, Range 2 East; thence in a Westerly direction through Sections 35 and 34, Township 18 North, Range 2 East; a distance of .43 miles to the Arkla Exploration Company, Scott Enterprises #1 Well located in the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 34, Township 18 North, Range 2 East, all in Ouachita Parish, Louisiana and containing approximately: 2,286' of 3" Pipe.

*Line HW-2277:* A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line HW-1104 located in the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 4, Township 17 North, Range 1 East; thence in a Northeasterly direction through Section 4, Township 17 North, Range 1 East; a distance of .32 miles to the Arkla Exploration Company, Brimberry #1 Well located in the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 4, Township 17 North, Range 1 East, all in Ouachita Parish, Louisiana and containing approximately: 1,666' of 3" Pipe.

*Line LI-1:* An 8" line beginning at Arkansas Louisiana Gas Company's Caspiana Central Point Dehydrator located in the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 12, Township 15 North, Range 13 West; thence in a Southwesterly direction through Sections 12, 13, 14 and 23, Township 15 North, Range 13 West; a distance of 2.33 miles to a point in the line located in the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 23, Township 15 North, Range 13 West, all in DeSoto Parish, Louisiana and containing approximately: 12,280' of 8" Pipe.

Thence continuing as a 6" line through Sections 23 and 26, Township 15 North, Range 13 West; a distance of 1.4 miles to the Tenneco, Brown #1 Well located in the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 26, Township 15 North, Range 13 West, all in DeSoto Parish, Louisiana and containing approximately: 7,460' of 6" Pipe.

*Line LI-2:* A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line LI-1 located in the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 12, Township 15 North, Range 13 West; thence in a Westerly direction through Section 12, Township 15 North, Range 13 West; a distance of .23 miles to the Tenneco, Frierson #1 Well located in the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 12, Township 15 North, Range 13 West, all in DeSoto Parish, Louisiana and containing approximately: 1,227' of 4" Pipe.

*Line LI-3:* A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line LI-1 located in the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 13, Township 15 North, Range 13 West; thence in a Northeasterly direction through Section 13, Township 15 North, Range 13 West; a distance of .01 miles to the Tenneco, Turner #1 Well located in the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 13, Township 15 North, Range 13 West, all in DeSoto Parish, Louisiana and containing approximately: 50' of 3" Pipe.

*Line LI-4:* A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line LI-1 located in the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 13, Township 15 North, Range 13 West; thence in an Easterly direction through Section 13, Township 15 North, Range 13 West, Section 18, Township 15 North, Range 12 West; a distance of 1.25 miles to the Tenneco, Smith #1 Well located in the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 18, Township 15 North, Range 12 West, all in DeSoto Parish, Louisiana and containing approximately: 6,620' of 4" Pipe.

*Line LI-5:* A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line LI-6 located in the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 23, Township 15 North, Range 13 West; thence in a Northerly direction through Section 23, Township 15 North, Range 13 West; a distance of .003 miles to the Tenneco, Whited #1 Well located in the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 23, Township 15 North, Range 13 West, all in DeSoto Parish, Louisiana and containing approximately: 18' of 3" Pipe.

*Line LI-6:* A 6" line beginning at a point on Arkansas Louisiana Gas Company's Line LI-1 located in the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 23, Township 15 North, Range 13 West; thence in a Southeasterly direction through Sections 23 and 24, Township 15 North, Range 13 West; a distance of .72 miles to the Tenneco, Pace #1 Well located in the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 23, Township 15 North, Range 13 West, all in DeSoto Parish, Louisiana and containing approximately: 3,789' of 6" Pipe.

*Line LI-7:* A 6" line beginning at a point on Arkansas Louisiana Gas Company's Line LI-1 located in the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 23, Township 15 North, Range 13 West; thence in a Westerly direction through Sections 23 and 14, Township 15 North, Range 13 West; a distance of .83 miles to the Tenneco, Osby #1 Well located in the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 14, Township 15 North, Range 13 West, all in DeSoto Parish, Louisiana and containing approximately: 4,361' of 6" Pipe.

*Line LI-8:* A 6" line beginning at Arkansas Louisiana Gas Company's Elm Grove Compressor Station located in the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section



23, Township 16 North, Range 12 West; thence in a Southeasterly direction through Sections 23, 24 and 25, Township 16 North, Range 12 West; a distance of 1.34 miles to the Mobley, Elm Grove Plantation #1-A Well located in the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 25, Township 16 North, Range 12 West, all in Bossier Parish, Louisiana and containing approximately: 7,061' of 6" Pipe.

*Line LI-9:* A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line LI-8 located in the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 23, Township 16 North, Range 12 West; thence in a Northwesterly direction through Section 23, Township 16 North, Range 12 West; a distance of .20 miles to the Mobley, Caplis #1 Well located in the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 23, Township 16 North, Range 12 West, all in Bossier Parish, Louisiana and containing approximately: 1,032' of 4" Pipe.

*Line LI-10:* A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line LI-8 located in the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 25, Township 16 North, Range 12 West; thence in a Southwesterly direction through Sections 25 and 26, Township 16 North, Range 12 West; a distance of .48 miles to the Mobley, Caplis #2 Well located in the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 26, Township 16 North, Range 12 West, all in Bossier Parish, Louisiana and containing approximately: 2,514' of 4" Pipe.

*Line LI-11:* An 8" line beginning at Arkansas Louisiana Gas Company's Elm Grove Compressor Station located in the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 23, Township 16 North, Range 12 West; thence in a Northeasterly direction through Sections 23, 24 and 13, Township 16 North, Range 12 West; a distance of .64 miles to a point in the line located in the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 13, Township 16 North, Range 12 West, all in Bossier Parish, Louisiana and containing approximately: 3,387' of 8" Pipe.

Thence continuing as a 6" line through Section 13, Township 16 North, Range 12 West, Sections 18, 7 and 6, Township 16 North, Range 11 West, Section 31, Township 17 North, Range 11 West; a distance of 4.17 miles to the Mobley, Mims #1 Well located in the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 31, Township 17 North, Range 11 West, all in Bossier Parish, Louisiana and containing approximately: 22,012' of 6" Pipe.

*Line LI-12:* A 6" line beginning at a point on Arkansas Louisiana Gas Company's Line LI-11 located in the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 13, Township 16 North, Range 12 West; thence in a Southeasterly direction through Sections 13 and 24, Township 16 North, Range 12 West; a distance of .58 miles to the Mobley, Elm Grove Plantation #3 Well located in the SW $\frac{1}{4}$

of the NE $\frac{1}{4}$  of Section 24, Township 16 North, Range 12 West, all in Bossier Parish, Louisiana and containing approximately: 3,066' of 6" Pipe.

*Line LI-13:* A 6" line beginning at a point on Arkansas Louisiana Gas Company's Line LI-11 located in the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 13, Township 16 North, Range 12 West; thence in a Northerly direction through Sections 13, 12, 11 and 1, Township 16 North, Range 12 West; a distance of 3.08 miles to the Mobley, Brazzel #1 Well located in the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 1, Township 16 North, Range 12 West, all in Bossier Parish, Louisiana and containing approximately: 16,247' of 6" Pipe.

*Line LI-14:* A 2" line beginning at a point on Arkansas Louisiana Gas Company's Line LI-11 located in the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 18, Township 16 North, Range 11 West; thence in a Southerly direction through Section 18, Township 16 North, Range 11 West; a distance of .03 miles to the Mobley, Grigsby #1 Well located in the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 18, Township 16 North, Range 11 West, all in Bossier Parish, Louisiana and containing approximately: 153' of 2" Pipe.

*Line LI-15:* A 2" line beginning at a point on Arkansas Louisiana Gas Company's Line LI-11 located in the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 7, Township 16 North, Range 11 West; thence in an Easterly direction through Section 7, Township 16 North, Range 11 West; a distance of .03 miles to Mobley, Roos #1 Well located in the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 7, Township 16 North, Range 11 West, all in Bossier Parish, Louisiana and containing approximately: 137' of 2" Pipe.

*Line LI-16:* A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line LI-13 located in the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 11, Township 16 North, Range 12 West; thence in a Westerly direction through Section 11, Township 16 North, Range 12 West; a distance of .15 miles to the Mobley, Andrews #1 Well located in the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 11, Township 16 North, Range 12 West, all in Bossier Parish, Louisiana and containing approximately: 802' of 4" Pipe.

*Line LI-17:* A 2" line beginning at a point on Arkansas Louisiana Gas Company's Line LI-11 located in the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 6, Township 16 North, Range 11 West; thence in an Easterly direction through Section 6, Township 16 North, Range 11 West; a distance of .004 miles to the Mobley, Davis #1 Well located in the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 6, Township 16 North, Range 11 West, all in Bossier Parish, Louisiana and containing approximately: 19' of 2" Pipe.

*Line LI-18:* A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line LI-13 located in the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 1, Township 16 North, Range 12 West; thence in a Northeasterly direction through Sections 1 and 2, Township 16 North, Range 12 West; a distance of .34 miles to the Mobley, Tompkins Jr. et al #1 Well located in the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 2, Township 16 North, Range 12 West, all in Bossier Parish, Louisiana and containing approximately: 1,819' of 4" Pipe.

*Line LI-19:* A 6" line beginning at a point on Arkansas Louisiana Gas Company's Line LI-8 located in the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 25, Township 16 North, Range 12 West; thence in a Southerly direction through Sections 25 and 36, Township 16 North, Range 12 West; a distance of .77 miles to a point in the line located in the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 36, Township 16 North, Range 12 West, all in Bossier Parish, Louisiana and containing approximately: 4,046' of 6" Pipe.

Thence continuing as a 3" line through Section 36, Township 16 North, Range 12 West; a distance of .10 miles to the Mobley, Snyder #1 Well located in the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 36, Township 16 North, Range 12 West, all in Bossier Parish, Louisiana and containing approximately: 539' of 3" Pipe.

*Line LI-20:* A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line LI-11 located in the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 31, Township 17 North, Range 11 West; thence in an Easterly direction through Sections 31 and 32, Township 17 North, Range 11 West; a distance of .91 miles to the Mobley, Roos #2 Well located in the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 32, Township 17 North, Range 11 West, all in Bossier Parish, Louisiana and containing approximately: 4,789' of 4" Pipe.

*Line LI-21:* A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line LI-7 located in the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 14, Township 15 North, Range 13 West; thence in a Westerly, then Southerly direction through Sections 14, 15 and 22, Township 15 North, Range 13 West; a distance of 1.71 miles to the Tenneco, Caldwell #1 Well located in the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 22, Township 15 North, Range 13 West, all in DeSoto Parish, Louisiana and containing approximately: 9,038' of 4" Pipe.

*Line LI-22:* A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line LI-6 located in the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 24, Township 15 North, Range 13 West; thence in an Easterly direction through Section 24, Township 15 North, Range 13 West, Section 19, Township 15

North, Range 12 West; a distance of 1.06 miles to a point in the line located in the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 19, Township 15 North, Range 12 West; a distance of 1.06 miles to a point in the line located in the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 19, Township 15 North, Range 12 West, all in DeSoto Parish, Louisiana and containing approximately: 5,598' of 4" Pipe.

Thence continuing as a 2" line through Section 19, Township 15 North, Range 12 West; a distance of .04 miles to the Tenneco, Grigsby #1 Well located in the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 19, Township 15 North, Range 12 West, all in DeSoto Parish, Louisiana and containing approximately: 200' of 2" Pipe.

*Line LI-23:* A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line LI-11 located in the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 13, Township 16 North, Range 12 West; thence in a Southeasterly direction through Section 13, Township 16 North, Range 12 West, Sections 18 and 19, Township 16 North, Range 11 West; a distance of .56 miles to the Mobley, Roberts #1 Well located in the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 19, Township 16 North, Range 11 West, all in Bossier Parish, Louisiana and containing approximately: 2,939' of 4" Pipe.

*Line LI-24:* A 2" line beginning at a point on Arkansas Louisiana Gas Company's Line LI-11 located in the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 13, Township 16 North, Range 12 West; thence in a Northerly direction through Section 13, Township 16 North, Range 12 West; a distance of .002 miles to the Mobley, DeGuerce #1 Well located in the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 13, Township 16 North, Range 12 West, all in Bossier Parish, Louisiana and containing approximately: 10' of 2" Pipe.

*Line LI-25:* A 4" line beginning at Arkansas Louisiana Gas Company's Caspiana Central Point Dehydrator located in the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 12, Township 15 North, Range 13 West; thence in an Easterly direction through Section 12, Township 15 North, Range 13 West; to a point in the line between DeSoto Parish, Louisiana and Caddo Parish, Louisiana; a distance of .18 miles, all in DeSoto Parish, Louisiana and containing approximately: 965' of 4" Pipe.

Thence continuing as a 4" line through Section 12, Township 15 North, Range 13 West, Sections 7 and 8, Township 15 North, Range 12 West; a distance of 2.24 miles to the Arkla Exploration Company's, Hutchinson #3 Well located in the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 8, Township 15 North, Range 12 West, all in Caddo Parish, Louisiana and containing approximately: 11,802' of 4" Pipe.

*Line 0-574:* A 2" line beginning at a point on Arkansas Louisiana Gas Company's Line 0-369 located in the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 20, Township 10 North, Range 26 East; thence in a Westerly direction through Sections 20 and 19, Township 10 North, Range 26 East; a distance of .58 miles to the Daube Exploration Company, Gist #1 Well located in the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 19, Township 10 North, Range 26 East, all in Leflore County, Oklahoma and containing approximately: 3,045' of 2" Pipe.

*Line 0-575:* A 2" line beginning at a point on Arkansas Louisiana Gas Company's Line 0-474 located in the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 7, Township 7 North, Range 15 East; thence in a Westerly direction through Section 7, Township 7 North, Range 15 East, Section 12, Township 7 North, Range 14 East; a distance of .41 miles to the Hanover, Effinger #1 Well located in the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 12, Township 7 North, Range 14 East, all in Pittsburg County, Oklahoma and containing approximately: 2,176' of 2" Pipe.

*Line 0-576:* A 3" line beginning at Arkansas Louisiana Gas Company's Southeast Spiro Compressor Station located in the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 36, Township 9 North, Range 25 East; thence in a Southeasterly direction through Section 36, Township 9 North, Range 25 East, Sections 6 and 5, Township 8 North, Range 26 East; a distance of 1.76 miles to the Cleary Petroleum Corporation, Coleman #1-5 Well located in the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 5, Township 8 North, Range 26 East, all in Leflore County, Oklahoma and containing approximately: 9,275' of 3" Pipe.

*Line R-71:* A 2" line beginning at Arkansas Louisiana Gas Company's Hutchinson Dehydrator located in Irregular Section 30, Non-Government Survey Section 33, Township 16 North, Range 12 West; thence in an Easterly direction through Irregular Section 30, Non-Government Survey Section 33, Township 16 North, Range 12 West; a distance of .006 miles to the Arkla Exploration Company, Hutchinson #1 Well located in Irregular Section 30, Non-Government Survey Section 33, Township 16 North, Range 12 West, all in DeSoto Parish, Louisiana and containing approximately: 30' of 2" Pipe.

*Line R-73:* A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line RT-1 located in the NW $\frac{1}{4}$  of Projected Section 4, Lands of Daniel's Succession, Book "T", Page 606, Irregular Government Section 37, Township 15 North, Range 12 West; thence in a Northwesterly direction through Projected Section 4, Lands of Daniels Succession, Irregular

Government Section 37, Township 15 North, Range 12 West, Projected Sections 33 and 32, Lands of Daniels Succession, Irregular Government Section 30, Township 16 North, Range 12 West; a distance of .86 miles to the Arkla Exploration Company, Frierson #1 Well located in the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Projected Section 32, Lands of Daniels Succession, Irregular Government Section 30, Township 16 North, Range 12 West, all in Caddo Parish, Louisiana and containing approximately: 4,515' of 4" Pipe.

*Line R-74:* A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line RT-1 located in the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Projected Section 4, Lands of Daniels Succession, Book "T", Page 606, Irregular Government Section 37, Township 15 North, Range 12 West; thence in a Westerly direction through Projected Sections 4 and 5, Lands of Daniels Succession, Book "T", Page 606, Irregular Government Section 37, Township 15 North, Range 12 West; a distance of .86 miles to the Arkla Exploration Company, Caplis #1 Well located in the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Projected Section 5, Lands of Daniels Succession, Book "T", Page 606, Irregular Government Section 37, Township 15 North, Range 12 West, all in Caddo Parish, Louisiana and containing approximately: 4,542' of 4" Pipe.

*Line R-75:* A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line RT-1 located in the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 9, Irregular Government Section 37, Township 15 North, Range 12 West; thence in an Easterly direction through Section 9, Irregular Government Section 37, Township 15 North, Range 12 West; a distance of .57 miles to the Arkla Exploration Company, Hutchinson #2 Well located in the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 9, Irregular Government Section 37, Township 15 North, Range 12 West, all in Caddo Parish, Louisiana and containing approximately: 3,003' of 4" Pipe.

*Line R-76:* A 2" line beginning at a point on Arkansas Louisiana Gas Company's Line R-51 located in the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 9, Irregular Government Section 37, Township 15 North, Range 12 West; thence in a Southeasterly direction through Sections 9, 10 and 15, Irregular Government Section 37, Township 15 North, Range 12 West; a distance of .36 miles to the Arkla Exploration Company, Caspiana Plantation #2-15 Well located in the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 15, Irregular Government Section 37, Township 15 North, Range 12 West, all in Caddo Parish, Louisiana and containing approximately: 1,897' of 2" Pipe.

*Line R-77:* A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line RT-2 located in the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 15,

Township 15 North, Range 14 West; thence in a Southeasterly direction through Sections 15, 14, 23, 24 and 25, Township 15 North, Range 14 West, Section 30, Township 15 North, Range 13 West; a distance of 3.46 miles to the May Petroleum Company, Olinkraft #1 Well located in the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 30, Township 15 North, Range 13 West, all in DeSoto Parish, Louisiana and containing approximately: 18,268' of 4" Pipe.

*Line R-78:* A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line R-77 located in the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 25, Township 15 North, Range 14 West; thence in a Southwesterly direction through Section 25, Township 15 North, Range 14 West; a distance of .31 miles to the May Petroleum Company, Davis #1 Well located in the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 25, Township 15 North, Range 14 West, all in DeSoto Parish, Louisiana and containing approximately: 1,621' of 4" Pipe.

*Line R-79:* A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line R-77 located in the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 24, Township 15 North, Range 14 West; thence in a Southwesterly direction through Section 24, Township 15 North, Range 14 West; a distance of .03 miles to the May Petroleum Company, Davis #2 Well located in the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 24, Township 15 North, Range 14 West, all in DeSoto Parish, Louisiana and containing approximately: 160' of 4" Pipe.

*Line S-18:* A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line SW-2175 located in the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 34, Township 22 North, Range 12 West; thence in a Northeasterly direction through Sections 34, 35 and 36, Township 22 North, Range 12 West; a distance of .94 miles to the Arkla Exploration Company, Antrim #1-26 Well located in the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 26, Township 22 North, Range 12 West, all in Bossier Parish, Louisiana and containing approximately: 4,982' of 3" Pipe.

*Line 2-70:* A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line 2-61 located in the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 17, Township 18 North, Range 11 West; thence in a Northwesterly direction through Sections 17, 18 and 7, Township 18 North, Range 11 West; a distance of .80 miles to the H. C. M., Oblander #1 Well located in the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 7, Township 18 North, Range 11 West, all in Blaine County, Oklahoma and containing approximately: 4,210' of 4" Pipe.

*Line 2-71:* A 2" line beginning at a point on Arkansas Louisiana Gas

Company's Line 2-58 located in the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 22, Township 22 North, Range 21 West; thence in a Northerly direction through Sections 22 and 15, Township 22 North, Range 21 West; a distance of .87 miles to the Petroleum Incorporated, Sheppard #1 Well located in the C/SE $\frac{1}{4}$  of Section 15, Township 22 North, Range 21 West, all in Woodward County, Oklahoma and containing approximately: 4,600' of 2" Pipe.

*Line 2-72:* A 2" line beginning at a point on Arkansas Louisiana Gas Company's Line #2 located in the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 20, Township 18 North, Range 11 West; thence in an Easterly direction through Section 20, Township 18 North, Range 11 West; a distance of .08 miles to the Texas Oil and Gas Company, Boeckman #1-20 Well located in the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 20, Township 18 North, Range 11 West, all in Blaine County, Oklahoma and containing approximately: 400' of 2" Pipe.

*Line 36-7:* A 2" line beginning at a point on Arkansas Louisiana Gas Company's Line 36-1 located in the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 11, Township 6 North, Range 15 East; thence in a Southerly direction through Section 11, Township 6 North, Range 15 East; a distance of .05 miles to the Great Basin Petroleum, Silva #2-A Well located in the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 11, Township 6 North, Range 15 East, all in Pittsburg County, Oklahoma and containing approximately: 250' of 2" Pipe.

*Line 36-8:* A 2" line beginning at a point on Arkansas Louisiana Gas Company's Line 36-1 located in the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 12, Township 6 North, Range 15 East; thence in a Northeasterly direction through Section 12, Township 6 North, Range 15 East; a distance of .38 miles to the Great Basin Petroleum Company, Silva #3 Well located in the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 12, Township 6 North, Range 15 East, all in Pittsburg County, Oklahoma and containing approximately: 2,025' of 2" Pipe.

*Line 36-9:* A 2" line beginning at a point on Arkansas Louisiana Gas Company's Line 36-1 located in the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 12, Township 6 North, Range 15 East; thence in a Southeasterly direction through Section 12, Township 6 North, Range 15 East; a distance of .18 miles to the Great Basin Petroleum Company, Silva #4 Well located in the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 12, Township 6 North, Range 15 East, all in Pittsburg County, Oklahoma and containing approximately: 940' of 2" Pipe.

*Line 636-4:* A 2" line beginning at a point on Arkansas Louisiana Gas Company's Line 636-1 located in the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 7, Town-



ship 1 North, Range 8 East; thence in an Easterly direction through Sections 7 and 8, Township 1 North, Range 8 East; a distance of .59 miles to the Allied Materials Incorporated, Sandy #1 Well located in the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 8, Township 1 North, Range 8 East, all in Coal County, Oklahoma and containing approximately: 3,100' of 2" Pipe.

*Line 636-5:* A 2" line beginning at a point on Arkansas Louisiana Gas Company's Line 636-1 located in the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 12, Township 1 North, Range 7 East; thence in a Southerly direction through Section 12, Township 1 North, Range 7 East; a distance of .33 miles to the Clinton Oil Company, Greenan #2 Well located in the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 12, Township 1 North, Range 7 East, all in Pontotoc County, Oklahoma and containing approximately: 1,750' of 2" Pipe.

*Line 6-1-5:* A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line #6 located in the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 16, Township 35 South, Range 1 East; thence in a Northwesterly direction through Sections 16, 9, 8 and 17, Township 35 South, Range 1 East; a distance of 1.41 miles to the Wheatland Oil and Gas Incorporated, Hackney #1 Well located in the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 17, Township 35 South, Range 1 East, all in Sumner County, Kansas and containing approximately: 7,435' of 3" Pipe.

#### PART FOURTH.

##### *Franchises.*

#### ARKANSAS.

##### CADDO VALLEY

Gas franchise granted by Ordinance No. 3 of the Town of Caddo Valley, adopted June 12, 1975 in favor of Arkansas Louisiana Gas Company.

#### OKLAHOMA.

##### DUKE

Gas franchise granted by Ordinance No. 54 of the Town of Duke, adopted July 1, 1975 in favor of Arkansas Louisiana Gas Company.

##### ALLEN

Gas franchise granted by Ordinance No. 4 of the Town of Allen, adopted August 4, 1975 in favor of Arkansas Louisiana Gas Company.

**OLUSTEE**

Gas franchise granted by Ordinance No. 24 of the Town of Olustee, adopted July 1, 1975 in favor of Arkansas Louisiana Gas Company.

**PART FIFTH.***Gas Purchase Contracts.*

All the right, title and interest of the Company under, in and to the following contracts for the purchase of natural gas by the Company:

(GP-3974) Contract dated March 5, 1975, between Arkansas Louisiana Gas Company and Richard B. Nelson for the purchase of gas from the Ada Field, Webster Parish, Louisiana.

(GP-3985) Contract dated April 18, 1975, between Arkansas Louisiana Gas Company and Arkla Exploration Company for the purchase of gas from the Witcherville Field, Sebastian County, Arkansas.

(GP-4000) Contract dated April 25, 1975, between Arkansas Louisiana Gas Company and Stephens Production Company for the purchase of gas from the Cecil Field, Sebastian County, Arkansas.

(GP-4003) Contract dated April 29, 1975, between Arkansas Louisiana Gas Company and Stephens Production Company for the purchase of gas from the Fort Chaffee Field, Sebastian County, Arkansas.

(GP-3990) Contract dated April 30, 1975, between Arkansas Louisiana Gas Company and Pelto Oil Company for the purchase of gas from the Caspiana Field, Caddo and DeSoto Parishes, Louisiana.

(GP-3992) Contract dated April 29, 1975, between Arkansas Louisiana Gas Company and O. B. Mobley, Jr., et al, for the purchase of gas from the Elm Grove Field, Bossier Parish, Louisiana.

(GP-3993) Contract dated April 30, 1975, between Arkansas Louisiana Gas Company and Dalco Oil Company, et al, for the purchase of gas from the Elm Grove Field, Bossier Parish, Louisiana.

(GP-3991) Contract dated May 1, 1975, between Arkansas Louisiana Gas Company and O. B. Mobley, Jr., et al, for the purchase of gas from the Caspiana Field, Caddo and DeSoto Parishes, Louisiana.

(GP-3999) Contract dated April 28, 1975, between Arkansas Louisiana Gas Company and Joseph L. Hargrove, et al, for the purchase of gas in the Caspiana Area, Caddo and DeSoto Parishes, Louisiana.

(GP-4004) Contract dated May 23, 1975, between Arkansas Louisiana Gas Company and Hanna Oil and Gas Company for the purchase of gas from the Peterpender Field, Franklin County, Arkansas.

(GP-4015) Contract dated July 1, 1975, between Arkansas Louisiana Gas Company and Guernsey Petroleum Corporation, et al, for the purchase of gas from the Vixen Field, Caldwell Parish, Louisiana.

(GP-4023) Contract dated August 1, 1975, between Arkansas Louisiana Gas Company and Earlsboro Oil and Gas, Inc., et al, for the purchase of gas from the Stigler Field, Haskell County, Oklahoma.

Copies of the aforesaid contracts have been lodged with the Trustee prior to the execution hereof.

All other property, whether real, personal or mixed (except any hereinafter or hereinafter expressly excepted), and whether now owned or hereafter acquired by the Company and wheresoever situated, including (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing or of any general description contained in this Indenture) all gas plants, storage reservoirs (including base stock or cushion gas necessary to maintain pressure levels required for normal operating purposes), gathering facilities, transportation lines, pipe line equipment, compressor stations, pumping stations, substations, meter houses, telephone and telegraph lines, poles, wires, auxiliary equipment, distribution plants and systems, together with their extensions, feeders, branch lines and their extensions, bridges and culverts; all offices, plants, works, houses, buildings and structures, and the equipment thereof; all machinery, engines, mechanical equipment, electrical equipment, boilers, motors, pumps, regulators, drips, reducers and meters; all mains and pipes, service pipes, fittings, valves and connections, gates, compressors, tanks,

machine shops, tools, implements, apparatus, furniture, and chattels; all lines for the transportation or distribution of gas for any purpose, including pipes, conduits and all apparatus for use in connection therewith; oil or gas wells, casings, well equipment, tubing, derricks, leasehold equipment; natural gasoline extraction plants, and the machinery and equipment thereof; all real estate, lands, chattels real, interests in land, leases, leaseholds; all easements, servitudes, licenses, permits, consents, rights, powers, franchises (except the franchise to be a corporation and all franchises which are not assignable), privileges, rights of way and other rights in or relating to real estate or the occupancy of the same and all renewals, extensions, enlargements and modifications of any of them, and (except as hereinbefore or hereinafter expressly excepted) all the right, title and interest of the Company in and to all other property of any kind or nature appertaining to or used or occupied or enjoyed in connection with any property hereinbefore described. It is provided, however, that it is not intended hereby to subject to the lien of the Indenture any property of the Company, now owned or hereafter acquired, of the character of Excepted Property, as described by the Indenture.

TOGETHER WITH all and singular the rights, privileges, tenements, hereditaments and appurtenances now or hereafter belonging or in anywise appertaining to the aforesaid mortgaged property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of *Section 9.01* of the Original Indenture) the tolls, rents, revenues, issues, earnings, income, product and profits thereof (which assignment of the tolls, rents, revenues, issues, earnings, income, product and profits shall run with the land and be good and valid as against the Company or those claiming through or under it), and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid mortgaged property and franchises and every part and parcel thereof with the appurtenances thereto;

TO HAVE AND TO HOLD, all such properties, real, personal and mixed, hereby granted, bargained, sold, warranted, alienated, remised, released, conveyed, assigned, transferred, mortgaged, hypothecated, affected, pledged, set over or confirmed by the Company as aforesaid or intended so to be, unto the Trustees and their respective successors and assigns, forever;

SUBJECT, HOWEVER, to the reservations, exceptions, limitations and restrictions contained in the several deeds, leases, servitudes, easements, contracts or other instruments through which the Company acquired or claims title to or enjoys the use of the aforesaid properties; and subject also to

permitted encumbrances as defined in the Indenture, and, as to any property hereafter acquired by the Company, to any lien thereon existing, and to any liens for unpaid portions of the purchase money placed thereon at the time of such acquisition, and also subject to the provisions of *Article 13* of the Original Indenture;

IN TRUST NEVERTHELESS, upon the terms and trusts set forth in the Indenture, so that the same shall be held by the Trustees under and subject to the terms of the Indenture in the same manner and for the same trusts, uses and purposes as if said properties had been specifically contained and described in the Original Indenture;

PROVIDED, HOWEVER, and these presents are upon the condition that if the Company, its successors or assigns, shall pay or cause to be paid unto the holders of said bonds the principal and interest, and premium, if any, to become due in respect thereof at the times and in the manner stipulated therein and in the Indenture and shall keep, perform and observe all and singular the covenants and promises in said bonds and in the Indenture expressed to be kept, performed and observed by or on the part of the Company, then the Indenture and the estate and rights thereby granted shall cease, determine and be void, otherwise to be and remain in full force and effect.

AND THE COMPANY, for itself and its successors does hereby covenant and agree to and with the Trustees and their successors in trust, for the benefit of those who shall hold the bonds, or any of them, issued or to be issued under the Indenture, as follows:

## ARTICLE I.

### Creation and Description of the Bonds of the 1996 Series.

SECTION 1. A new series of bonds to be issued under and secured by the Indenture is hereby created, to be designated as First Mortgage Bonds, 9.30% Series due 1996. The Bonds of the 1996 Series shall be limited to an aggregate principal amount of Twenty-Five Million Dollars (\$25,000,000), excluding, however, any Bonds of the 1996 Series which may be executed, authenticated and delivered in exchange for or in lieu of or in substitution for other Bonds of the 1996 Series pursuant to the provisions of the Original Indenture or of this Supplemental Indenture. Said Bonds and the Trustee's Certificate of Authentication to be endorsed upon the Bonds shall be substantially in the forms hereinbefore recited. Each Bond of the 1996 Series shall be dated as provided in *Section 2.04* of the Orig-

inal Indenture, and shall mature June 1, 1996 and shall bear interest at the rate of 9.30% per annum, payable semi-annually on June 1 and December 1 in each year until the Company's obligation with respect to the principal thereof shall be discharged. The principal of and interest and premium, if any, on each such Bond shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York; and principal, premium, if any, and interest shall be payable in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

The holder of any Bond of the 1996 Series on any record date (as hereinbelow defined) with respect to any interest payment date shall be entitled to receive the interest payable on such interest payment date notwithstanding the cancellation of such Bond upon any exchange or transfer thereof subsequent to the record date and prior to such interest payment date, except if and to the extent that the Company shall default in the payment of the interest due on such interest payment date, in which case such defaulted interest shall be paid to the person in whose name such Bond (or any Bond or Bonds issued upon transfer or exchange thereof) is registered on a date fixed by the Company, which shall be not more than 15 and not less than 10 days before the date of payment of such defaulted interest. The term "record date" as used in this Section with respect to any interest payment date shall mean the close of business on the May 15 or November 15, as the case may be, next preceding such interest payment date, whether or not such May 15 and November 15 shall be a legal holiday or a day on which banking institutions in The City of New York are authorized by law to remain closed.

The Bonds of the 1996 Series shall be issued as fully registered Bonds in denominations of \$1,000 or multiples of \$1,000.

Bonds of the 1996 Series shall be registrable and interchangeable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in the manner and upon the terms set forth in *Section 2.05* of the Original Indenture, upon payment of charges as required or permitted by the provisions of *Section 2.08* of the Original Indenture.

SECTION 2. The Bonds of the 1996 Series described in Section 1 of this Article may be executed by the Company and delivered to the Trustee and, upon compliance with all applicable provisions and requirements of the Original Indenture in respect thereof, shall be authenticated by the Trustee and delivered (without awaiting the filing or recording of this Supplemental Indenture) in accordance with the written order or orders of the Company.

## ARTICLE II.

### Redemption of Bonds of the 1996 Series.

SECTION 1. The Bonds of the 1996 Series shall, in the manner provided in *Article 6* of the Original Indenture, be redeemable prior to maturity, upon not less than thirty (30) nor more than sixty (60) days' prior notice, as a whole at any time, or from time to time in part, at the option of the Company (exercised by resolution of the Board, a certified copy of which shall be delivered to the Trustee), at the principal amount of the Bonds so to be redeemed and accrued interest to the date fixed for redemption together with a premium as specified in the form of Bond set forth in this Supplemental Indenture (hereinafter called the "redemption price"); *provided, however*, that no Bonds of the 1996 Series may be redeemed prior to June 1, 1981, directly or indirectly, as a part of any refunding operation involving the incurring of indebtedness having an interest rate or cost (calculated in accordance with accepted financial practice) lower than the interest rate borne by said Bonds.

The Bonds of the 1996 Series shall also be redeemable through the operation of the Sinking Fund in the manner, to the extent and at the Sinking Fund redemption price provided in Article III of this Supplemental Indenture.

SECTION 2. The holder of each and every Bond of the 1996 Series issued hereunder hereby agrees to accept payment thereof prior to maturity on the terms and conditions in this Article II and in Article III of this Supplemental Indenture provided.

## ARTICLE III.

### Sinking Fund for Bonds of the 1996 Series.

SECTION 1. For the purpose of this Article, the first day of June, 1981 and the first day of June in each year thereafter to and including June 1, 1995 are called "Sinking Fund Payment Dates".

SECTION 2. The Company covenants and agrees that it will on June 1, 1981 create, and so long as any of the Bonds of the 1996 Series are outstanding maintain, a Sinking Fund for the Bonds of the 1996 Series, and that it will pay to the Trustee on or before each Sinking Fund Payment Date, so long as any Bonds of the 1996 Series are outstanding, for the account of such Sinking Fund, cash sufficient in amount to retire, at

prices not exceeding the Sinking Fund redemption price, hereinafter in this Article defined, the following respective principal amounts of Bonds of the 1996 Series:

On June 1, 1981—\$1,250,000	On June 1, 1989—\$1,250,000
On June 1, 1982—\$1,250,000	On June 1, 1990—\$1,250,000
On June 1, 1983—\$1,250,000	On June 1, 1991—\$1,250,000
On June 1, 1984—\$1,250,000	On June 1, 1992—\$1,250,000
On June 1, 1985—\$1,250,000	On June 1, 1993—\$1,250,000
On June 1, 1986—\$1,250,000	On June 1, 1994—\$1,250,000
On June 1, 1987—\$1,250,000	On June 1, 1995—\$1,250,000
On June 1, 1988—\$1,250,000	

The Company may, at its option, in addition to mandatory sinking fund payments, pay to the Trustee on or before the Sinking Fund Payment Date in any year, cash sufficient in amount to retire, at the sinking fund redemption price, an additional principal amount of Bonds of the 1996 Series not to exceed the principal amount required to be retired on such date and the amount of bonds so retired may be used as a credit to reduce the principal amount of Bonds of the 1996 Series required to be retired through the Sinking Fund in any subsequent year. The right to make any optional Sinking Fund payment pursuant to this paragraph shall be non-cumulative.

SECTION 3. The Company shall have the right at any time or from time to time to anticipate and obtain credit upon all or any part of any one or more of the mandatory sinking fund payments by delivering to the Trustee, not less than forty-five (45) days prior to the Sinking Fund Payment Date specified for any such payment, Bonds of the 1996 Series, or by applying as a credit upon any such payment any Bonds of the 1996 Series previously redeemed in accordance with the provisions of the last paragraph of Section 2 hereof, each such Bond to be applied by the Trustee in lieu of cash in an amount equal to the Sinking Fund redemption price of such Bond.

Whenever the Company pursuant to this Section 3 shall deliver to the Trustee Bonds of the 1996 Series for account of the Sinking Fund or shall apply as a credit upon any mandatory sinking fund payment any Bonds of the 1996 Series redeemed pursuant to the last paragraph of Section 2 hereof, the Company shall file with the Trustee a certificate of the Company stating that the Bonds so surrendered are to be credited upon a specified mandatory Sinking Fund payment or payments and that none of such Bonds so surrendered include any Bonds purchased by the Com-



pany or retired through the use of the proceeds of any insurance on any mortgaged property or the proceeds of the release or disposition of any part of the mortgaged property.

SECTION 4. All cash paid by the Company to the Trustee pursuant to the provisions of this Article shall be applied to the retirement of Bonds of the 1996 Series as provided in this Article.

SECTION 5. The Company covenants that, so long as any of the Bonds of the 1996 Series are outstanding, it will file annually with the Trustee a Certificate of Gas Supply substantially in the form required by Article 5 of the Original Indenture and such Certificate to be filed in the years 1977, 1980, 1983, 1986, 1989, 1992 and 1995 shall be signed by an independent engineer.

At the end of each year to and including 1985 the amount of gas supply shall be not less than 12 times the amount of withdrawal by the Company therefrom during such year, in 1986 the number of times that the gas supply shall at least equal withdrawal shall be 11 times and thereafter the number of times that the gas supply shall at least equal withdrawal shall be decreased by one for each succeeding year.

In the event that in any Certificate of Gas Supply the ratio of gas supply to withdrawal shall be less than the required ratio as set forth in the preceding paragraph then said Certificate shall state the date of exhaustion of gas supply.

In the event that the Certificate of Gas Supply so filed in 1981 or any succeeding year, shall show that the date of exhaustion of gas supply is a date earlier than June 1, 1996, the schedule of Sinking Fund payments shall be revised by proportionately increasing the Sinking Fund payments due on the next succeeding June 1 and each Sinking Fund Payment Date thereafter up to and including the Sinking Fund Payment Date immediately preceding said date of exhaustion of gas supply so that such revised Sinking Fund payments shall aggregate an amount equal to the principal amount of the Bonds of the 1996 Series outstanding immediately prior to such next succeeding June 1; provided that the amount of such revised Sinking Fund payments shall be adjusted so that each payment shall be a multiple of \$1,000.

If any subsequent Certificate of Gas Supply shall show a date of exhaustion of gas supply earlier than such date shown in the next preceding Certificate used as the basis for revising the schedule of Sinking Fund payments

hereunder, the schedule of Sinking Fund payments shall again be revised in the manner provided in the preceding paragraph.

If any subsequent Certificate of Gas Supply signed by an independent engineer shall show a date of exhaustion of gas supply later than such date shown in the next preceding Certificate used as the basis for revising the schedule of Sinking Fund payments hereunder, the schedule of Sinking Fund payments shall again be revised in a manner similar to that provided in the second preceding paragraph.

If the schedule of Sinking Fund payments has been revised in the manner provided in the third preceding paragraph and any subsequent Certificate of Gas Supply signed by an independent engineer shall show the ratio of gas supply to withdrawal to be not less than the required ratio as set forth in the fifth preceding paragraph, the original schedule of Sinking Fund payments stated in Section 2 of this Article III shall be restored; in any such case, so much of the aggregate principal amount of Bonds of the 1996 Series theretofore retired through the operation of the Sinking Fund payments which is in excess of the requirements of the restored schedule of Sinking Fund payments shall be credited proportionately to the then remaining Sinking Fund payments.

Promptly after the revision of any schedule of Sinking Fund payments shall take effect as provided in this Section, the Company will file with the Trustee a certificate of the Company setting forth the revised schedule and, within a reasonable time after receipt of such certificate, the Trustee shall mail copies thereof in the manner and to the extent provided in *subsection (c) of Section 7.04* of the Original Indenture.

The terms "gas supply" and "date of exhaustion of gas supply" shall, for the purpose of this Section, have the meanings specified in *Section 5.02* of the Original Indenture.

SECTION 6. The Sinking Fund redemption price applicable to Bonds of the 1996 Series to be purchased or redeemed under the provisions of this Article shall be the principal amount thereof with accrued interest to the date fixed for redemption.

SECTION 7. Not less than seventy (70) days prior to each Sinking Fund Payment Date, the Company will deliver a statement of the Company to the Trustee (a) stating (i) the amount of the next succeeding mandatory Sinking Fund payment, (ii) the amount of any optional Sinking Fund payment which the Company elects to make, (iii) the aggregate principal amount of Bonds of the 1996 Series, if any, which the Company intends to

surrender not less than forty-five (45) days prior to the Sinking Fund Payment Date and (iv) the principal amount of Bonds of the 1996 Series, if any, previously redeemed or surrendered pursuant to the last paragraph of Section 2 hereof, or pursuant to Section 3 hereof, which the Company elects to apply as a credit in satisfaction of its mandatory Sinking Fund obligation pursuant to this Article and (b) deducting from the principal amount of Bonds to be retired on said Sinking Fund Payment Date the aggregate principal amount of Bonds of the 1996 Series which the Company states will be surrendered or credited. Such statement shall also state that any Bonds to be delivered or which form the basis of any credit do not include any Bonds which have been previously credited against any Sinking Fund payment. Such statement in this Article referred to as "the statement", and the balance resulting from the deduction described in (b) above is hereinafter in this Article referred to as the amount, or the principal amount, "set forth in the statement".

SECTION 8. The Trustee shall apply the cash paid to it under this Article for the account of the Sinking Fund to the purchase or redemption of Bonds of the 1996 Series, at prices not exceeding the Sinking Fund redemption price, in an aggregate principal amount equal to the amount set forth in the statement. The provisions of the last four paragraphs of Section 5.05 of the Original Indenture shall apply to the purchase or redemption of Bonds of the 1996 Series except that references therein to "Sinking Fund redemption price" and "Sinking Fund Payment Date" shall mean Sinking Fund redemption price and Sinking Fund Payment Date as those terms are defined in this Article III.

SECTION 9. Any cash balance at any time in the Sinking Fund amounting to less than a sum sufficient to redeem \$50,000 principal amount of Bonds of the 1996 Series (unless otherwise directed by the Company) shall be added to any succeeding Sinking Fund cash payment or payments, and be applied to such purchase or redemption along with such succeeding payment or payments.

SECTION 10. All Bonds purchased, redeemed, or retired under the provisions of this Article shall forthwith be cancelled by the Trustee, and shall thereafter be delivered to the Company upon the written order of the Company. The Trustee shall note on its records the fact of such cancellation.

Bonds so purchased, redeemed or retired, or surrendered to the Trustee under the provisions of this Article, shall not thereafter, so long as any Bonds of the 1996 Series are outstanding, be made the basis for the issue of bonds, or the withdrawal of cash, or the taking of a credit under any of the provisions of the Indenture.

When none of the Bonds of the 1996 Series are outstanding then the aggregate principal amount of Bonds purchased, redeemed or retired or surrendered to the Trustee in satisfaction of the Company's obligations under this Article, may be made the basis for the issue of bonds, under the provisions of *Section 3.07* of the Original Indenture, or the withdrawal of cash, or the taking of a credit under any of the provisions of the Indenture.

#### ARTICLE IV.

##### Particular Covenants of the Company.

SECTION 1. The Company hereby covenants that, so long as any of the Bonds of the 1996 Series shall remain outstanding, the Company will not declare or pay any dividends on its common stock (other than dividends payable in shares of its common stock), or make any other distribution on any shares of its common stock, or purchase, acquire or otherwise retire, directly or indirectly, any shares of its common stock (other than with the net proceeds of additional common stock financing), if, as a result thereof, the cumulative aggregate amount of such dividends, distributions and purchases exceeds the amount of the earned surplus of the Company (computed before deducting any amount in respect of such dividends, distributions and purchases) accumulated subsequent to December 31, 1975, determined in accordance with generally accepted accounting principles, plus \$45,000,000, and the Company warrants that it has not, since December 31, 1975, declared or paid any dividend nor made any distribution or purchase which would produce any such result; *provided, however*, that, for the purposes of this Section, in determining at any time or from time to time the amount of earned surplus arising subsequent to December 31, 1975:

(a) no deduction or addition shall be made for any or all of the following charges or credits to earned surplus:

(1) surplus adjustments applicable to a period or periods prior to January 1, 1976;

(2) charges for the write-off at any time of any unamortized discount and expense existing at December 31, 1975, and any premium and expense, including duplicate interest, paid in connection with the retirement of funded debt of the Company existing at December 31, 1975;

(3) charges or credits arising from the sale, abandonment or readjustment of value of property or investments owned on December 31, 1975, whether or not subject to the lien of the Indenture;

(4) charges to earned surplus with respect to transfers from surplus to capital; and

(5) any charge in respect of intangible drilling and development costs and other costs associated with the exploration for and development of oil and gas reserves which were unamortized as of January 1, 1976, for financial accounting purposes, but which had been deducted for Federal income tax purposes in years prior to said date; and

(b) there shall be included in operating expenses the greater of (i) depletion and depreciation charges on the books of the Company from January 1, 1976 to the date of determination of the amount of such earned surplus, or (ii) the principal amount of the outstanding bonds of all series under the Indenture required to be retired under the provisions of any Sinking Fund applicable to any such series, in each case, from January 1, 1976 to the date of determination of the amount of such earned surplus.

In computing earned surplus of the Company, the income or earnings of any subsidiary of the Company shall be included only if and to the extent that a cash dividend to the Company has been declared and paid and earnings or losses of any subsidiary shall not be included pursuant to the so-called "equity method of accounting".

SECTION 2. The Company hereby covenants that, so long as any of the Bonds of the 1996 Series shall remain outstanding, the covenants and agreements of the Company set forth in Section 2 of Article IV of the Second Supplemental Indenture (except the restriction on the aggregate principal amount of outstanding funded debt of all consolidated subsidiaries) shall be and remain in full force and effect, and be duly observed and complied with by the Company irrespective of whether or not any of the Bonds of the 1979 Series shall then remain outstanding.

SECTION 3. The Company hereby covenants that, so long as any of the Bonds of the 1996 Series shall remain outstanding, the covenants and agreements of the Company set forth in Sections 4.23 and 4.24 of the Original Indenture shall be and remain in full force and effect, and be duly observed and complied with by the Company, even though no Bonds of the 1973 Series shall then remain outstanding.

## ARTICLE V.

### The Trustees.

The Trustees accept the trust created by this Supplemental Indenture upon the terms and conditions in the Original Indenture and in this Supple-

mental Indenture set forth. The recitals in this Supplemental Indenture are made by the Company only and not by the Trustees. Each and every term and condition contained in *Article 14* of the Original Indenture shall apply to this Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Supplemental Indenture.

## ARTICLE VI.

### Miscellaneous Provisions.

SECTION 1. The Indenture is in all respects ratified and confirmed, and the Original Indenture, this Supplemental Indenture and all other indentures supplemental to the Original Indenture shall be read, taken and construed as one and the same instrument. Neither the execution of this Supplemental Indenture nor anything herein contained shall be construed to impair the lien of the Indenture on any of the property subject thereto, and such lien shall remain in full force and effect as security for all bonds now outstanding or hereafter issued under the Indenture. All covenants and provisions of the Indenture shall continue in full force and effect, except as specifically amended in this Supplemental Indenture, and this Supplemental Indenture shall form part of the Indenture. All terms defined in *Article 1* of the Original Indenture shall, for all purposes of this Supplemental Indenture, have the meanings in said *Article 1* specified, except as specifically amended in the Sixth and Ninth Supplemental Indentures, unless the context otherwise requires.

SECTION 2. Any term defined in Section 303 of the Trust Indenture Act of 1939 and not otherwise defined in the Indenture shall, with respect to this Supplemental Indenture and the Bonds of the 1996 Series, have the meaning assigned to such term in such Section 303 as in force on the date of the execution of this Supplemental Indenture.

SECTION 3. This Supplemental Indenture may be executed in any number of counterparts, and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

SECTION 4. This Supplemental Indenture and each Bond of the 1996 Series issued hereunder shall be deemed to be a contract made under the laws of the State of New York and for all purposes shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Arkansas Louisiana Gas Company, party hereto of the first part, has caused this Supplemental Indenture to be signed in its corporate name by its Chairman of the Board, President or a Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, and Morgan Guaranty Trust Company of New York, one of the parties hereto of the second part, in evidence of its acceptance of the trust hereby created, has caused this Supplemental Indenture to be signed in its corporate name and its corporate seal to be hereunto affixed by one of its Trust Officers and attested by one of its Assistant Trust Officers, and Commerce Bank of Kansas City, National Association, one of the parties hereto of the second part, in evidence of its acceptance of the trust hereby created, has caused this Supplemental Indenture to be signed in its corporate name by a Vice President and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, all as of the first day of June, 1976.

ARKANSAS LOUISIANA GAS COMPANY,

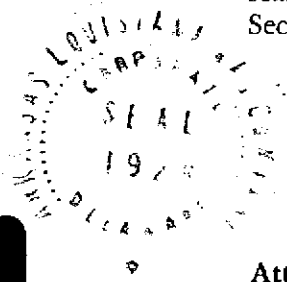
By James C. Baker  
Vice President.

Attest: J. T. Shaffer  
Secretary.

Signed, sealed and delivered by ARKANSAS  
LOUISIANA GAS COMPANY in the presence of

Billie Bolding

Ally Cook



MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK,

By [Signature]  
Trust Officer.

Attest:  
[Signature]  
Assistant Trust Officer.



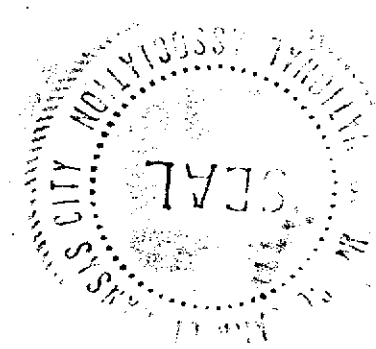
Signed, sealed and delivered by MORGAN  
GUARANTY TRUST COMPANY OF NEW YORK  
in the presence of

[Signature]  
[Signature]

COMMERCE BANK OF KANSAS CITY,  
NATIONAL ASSOCIATION,

By [Signature]  
Vice President.

Attest:  
[Signature]  
Assistant Secretary.



Signed, sealed and delivered by COMMERCE BANK OF  
KANSAS CITY, National Association, in the presence of

[Signature]  
[Signature]



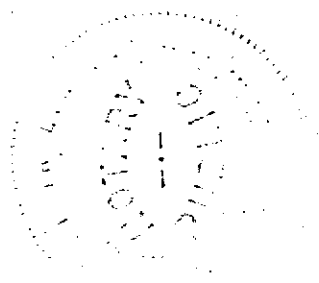
STATE OF ARKANSAS }  
COUNTY OF PULASKI } ss.:

Before me, VIRGINIA E. ROTH, a Notary Public in and for said County of Pulaski, and State of Arkansas, on this 2nd day of June, 1976, personally appeared JAMES C. BAKER, personally known to me to be the identical person who subscribed the name of ARKANSAS LOUISIANA GAS COMPANY to the foregoing instrument as its Vice President, and known to me to be such Vice President of said corporation, and who, being by me duly sworn, according to law, did depose and say that he resides at 5123 Country Club, Little Rock, Arkansas, 72207; that he is a Vice President of ARKANSAS LOUISIANA GAS COMPANY, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of such corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said JAMES C. BAKER acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the consideration, uses and purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

*Virginia E. Roth*  
\_\_\_\_\_  
Notary Public.

My Commission expires September 1, 1977.



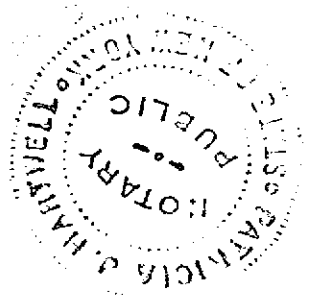
STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

Before me, PATRICIA J. HARTWELL, a Notary Public in and for said County and State, on this 7th day of June, 1976, personally appeared J. W. FLAHERTY, personally known to me to be the identical person who subscribed the name of MORGAN GUARANTY TRUST COMPANY OF NEW YORK to the foregoing instrument as one of its Trust Officers, and known to me to be such Trust Officer of said corporation, and who, being by me duly sworn, according to law, did depose and say that he resides at 805 Harding Street, Westfield, New Jersey, 07090; that he is a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said J. W. FLAHERTY acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the consideration, uses and purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

*Patricia J. Hartwell*  
Notary Public.

PATRICIA J. HARTWELL  
Notary Public, State of New York  
No. 43-4616768  
Qualified in Richmond County  
Certificate filed in New York County  
Commission Expires March 30, 1977



STATE OF MISSOURI }  
COUNTY OF JACKSON } ss.:

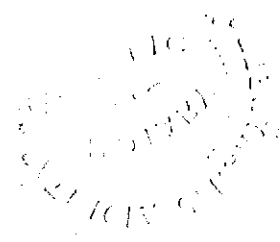
Before me, ANNA MAE DOOHAN, a Notary Public in and for said County and State, on this 4th day of June, 1976, personally appeared M. E. TALBOT, personally known to me to be the identical person who subscribed the name of COMMERCE BANK OF KANSAS CITY, National Association, to the foregoing instrument as one of its Vice Presidents, and known to me to be such Vice President of said corporation, and who, being by me duly sworn, according to law, did depose and say that he resides at 6001 West 90th Street, Overland Park, Kansas, 66207; that he is a Vice President of COMMERCE BANK OF KANSAS CITY, National Association, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said M. E. TALBOT acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the consideration, uses and purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

*Anna Mae Doohan*  
Notary Public



My Commission expires May 27, 1979.



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 50 minutes P. M. 16 day of June 1976, and that the same has been recorded in Book 201 Page 159 records of Real Estate 3/4 of said County.

Witness my hand and seal this the 17 day of June 1976

FEES \$ 60.00 pd.

SEAL *H. P. Ferguson* CLERK



# DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

James L. Murphy, Inc.

of the first part, hereinafter designated as the Grantor,

B. T. Jack Amos Trustee, of the second part, hereinafter designated as Trustee, and

James W. Amos of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of  
Thirteen thousand and 00/100----- DOLLARS

(\$ 13,000.00 ) evidenced by one promissory note of even date herewith in favor of  
the beneficiary, bearing interest at the rate of 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:

This note is payable in weekly installments of \$ 200<sup>00</sup>  
beginning June 22, 1976 with a like installment due on Tuesday of 7  
each week thereafter until paid in full.

CANCELLED BY AUTHORITY RECORDED IN BOOK  
1225 PAGE 515  
THIS 30 DAY OF June, 2000  
W E Amos  
CHANCERY CLERK  
y B Cleveland

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:

3.737 acres located in Section 27, Township 1, Range 6 west, in the Town of Olive Branch, DeSoto County, Mississippi, and being more particularly described as follows:

Beginning at a point in the centerline of Mt. Pleasant Road 116.74 feet west of the east line of the southwest quarter of Section 27, Township 1, Range 6 west; thence a distance of 213.26 feet to a point; thence north 0 degrees 11 minutes 44 seconds east a distance of 770.17 feet to a point; thence north 89 degrees 48 minutes 02 seconds east a distance of 208.99 feet to a point; thence south 0 degrees 07 minutes 18 seconds east a distance of 772.09 feet to the point of beginning.

210

This is subject to 20 foot right of way off the south side thereof being the north one-half of Mt. Pleasant Road as it fronts said property on the south side.

This is a second deed of trust and is second to that certain deed of trust in favor of Unifirst Federal Savings and Loan Association recorded in Deed of Trust Book 188, Page 303 in the Office of the Chancery Clerk of DeSoto County, Mississippi. A default in any of the terms of said first deed of trust shall be deemed a default in this deed of trust and shall allow the holder of this deed of trust to pursue any of the remedies available for default according to the terms of this deed of trust.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other 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 15th day of June 1976.

JAMES L. MURPHY, INC.  
By: *James L. Murphy*  
James L. Murphy, President



This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named James L. Murphy who severally acknowledged that he

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

Given under my hand and official seal, this the 15th day of June 1976.

My Commission Expires: Jan 29, 1980 *Robert M. Smith*  
Notary Public

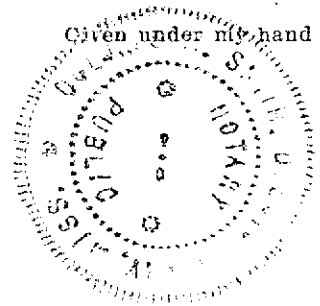
STATE OF MISSISSIPPI  
COUNTY OF DESOTO

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

James L. Murphy, President

respectively of the above named James L. Murphy, Inc.

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



Given under my hand and official seal of office, this the 15<sup>th</sup> day of June 19 76

*Walter M. Smith*  
Notary Public

My Commission Expires: Jan 29 1980

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 40 minutes P. M. 16 day of June 1976, and that the same has been recorded in Book 201 Page 209 Real Estate of said County.

Witness my hand and seal this the 17 day of June 1976

FEES \$ 5.00 pd.

SEAL *H. P. Ferguson*

LAND DEED OF TRUST

from

to

Trustee

Filed for Record June 16, 19 76

1:40 o'clock P. M.

*H. P. Ferguson*, Clerk

STATE OF MISSISSIPPI }  
Desoto County }  
Chancery Court

I certify that this Deed of Trust was filed for

record in my office at 1:40 o'clock P. M. on

the 16 day of June, 19 76

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.



# DEED OF TRUST

THIS DEED OF TRUST is made this 10th day of June, 1976, among the Trustor, Joseph Poppenheimer and wife, Barbara Poppenheimer (herein "Borrower"), Frances P. Nothern, (herein "Trustee"), and the Beneficiary, Leader Federal Savings and Loan Association of Memphis, a corporation organized and existing under the laws of the United States of America, (herein "Lender").

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

(See Addendum Attached)

TOGETHER, with all the improvements, tenements and appurtenances now or hereafter erected on the property, and all easements, rents, and all fixtures now or hereafter attached to or used in connection with the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust and all the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property".

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by a certain amortized promissory note of even date herewith (herein "Note") in the principal sum of One Hundred Twenty-three Thousand & 00/100 (\$123,000.00) Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on the first day of June, 1996; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust, as well as all renewals and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances as hereinafter provided.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to easements and restrictions of record.

COVENANTS. Borrower further covenants and agrees as follows:

1. **Prepayment.** Borrower will pay the indebtedness as provided. Extra payments may be made at any time and interest if any will be charged only on the unpaid balance, except that at the option of the Lender six months advance interest may be charged on that part of the aggregate amount of all prepayments in any one year which exceed twenty per cent of the original principal indebtedness.

2. **Funds for Taxes and Insurance.** Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents, if any, plus one-twelfth of yearly premium installments for hazard insurance required under paragraph 5 hereof, all as estimated initially and from time to time by Lender, to be applied by Lender to pay said taxes, assessments, insurance premiums and ground rents. The Funds are pledged as additional security for the sums secured by this Deed of Trust. No earnings or interest shall be payable to Borrower on the Funds. Lender shall have the right to hold the Funds in any manner Lender selects and may commingle the Funds with monies held by Lender.

If the amount of the Funds held by Lender shall not be sufficient at any time to pay taxes, assessments and insurance premiums and ground rents as they fall due, Lender may treat the deficiency in accordance with paragraph 15, item ii or iii. Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly credit to Borrower any Funds held by Lender.

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

4. **Charges, Liens and Service Charges.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, in accordance with paragraph 2 hereof, or if Lender so directs, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly discharge any lien which has priority over this Deed of Trust.

At the option of the Lender, the Borrower agrees to pay a service charge not exceeding six (6) cents for each dollar or fraction thereof of any installment payment including the required tax and insurance accruals, when paid more than fifteen (15) days from the due date thereof, which service charge is to cover the extra expense involved in handling late payments.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured by insurance carriers satisfactory to Lender against loss by fire, hazards included within the terms "extended coverage", and such other hazards as Lender shall designate and in such amounts and for such periods as Lender shall require. Borrower shall pay all premiums on insurance policies in accordance with paragraph 2 hereof, or, if Lender so directs, by Borrower making payment, when due, directly to the insurance carriers. All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all paid-premium receipts. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender

may make Proof of Loss if not made promptly by Borrower. Lender is authorized and empowered to collect and receive insurance proceeds, and to apply the insurance proceeds or any part thereof at Lender's option to the restoration or repair of the Property damaged or to the reduction of the principal of the Note or to the reduction of the principal of Future Advances, if any. Any such application to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 12 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. **Preservation and Maintenance of Property and Leaseholds.** Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold, and with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property. If Borrower fails to keep the property in good repair as required by Lender, Lender who shall have the right of reasonable inspection, may advance funds to make such repairs as it may reasonably deem necessary for the proper preservation thereof with the right in such instances to enter upon the property itself or by and through its agent or representative and may thereafter proceed in accordance with the provisions of paragraph 15, item ii or iii hereof.

In the event the improvements of said premises shall be abandoned or unoccupied for a period of fifteen (15) days or more, the Lender shall have the right to enter the improvements for the purpose of protecting same and may do such things to this end as is reasonable and such expense in connection herewith may be treated in accordance with paragraph 15, items ii or iii.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which affects the Property or title thereto, or the interest of Lender therein, including, but not limited to, eminent domain, insolvency, code enforcement, and arrangements and proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as Lender deems necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and may thereafter proceed in accordance with the provisions of paragraph 15, item ii or iii hereof.

8. **Condemnation.** All awards, proceeds or damages, direct or consequential, in connection with any condemnation or injury to the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned and shall be paid to Lender to the extent of the sums secured by this Deed of Trust. Lender is hereby authorized in the name of Borrower to execute and deliver valid acquittances thereof and may appeal from any such award. Lender at its option shall apply such awards, proceeds or damages to restoration of the Property or to the reduction of the principal of the Note or to the reduction of the principal of Future Advances, if any. Any such application to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof, or change the amount of such installments.

9. **Future Advances.** The Lender may hereafter, at its option, at any time before full payment of this mortgage make Further Advances to the Borrower or their successors in title, and the same with interest as may be agreed upon shall be secured by this mortgage; provided, however, that the amount of principal secured by this mortgage and remaining unpaid shall not at the time of and including any such advance exceed the original principal sum secured hereby; and provided further that if the Lender at its option shall make such Further Advance or Advances as aforesaid, the Borrower or their successors agree to execute and deliver to the Lender a note in evidence of each such Advance and bearing such terms as the Lender shall require. The Borrower covenants and agrees to repay same as aforesaid with interest thereon and the Borrower does further covenant and agree that each note evidencing the same shall be secured by this mortgage and shall be subject to all of the covenants and conditions contained herein. Advances to such successors shall not release Borrower or successors from liability.

10. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. **Forebearance by Lender Not a Waiver.** Any delay, forbearance, discontinuance or cancellation by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. All remedies of Lender are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently or independently.

12. **Power of Foreclosure.** In the event of Borrower's failure to discharge fully and promptly each and every obligation of the Note or Notes secured and of this Deed of Trust in the manner and upon the terms set forth herein, anything in said Note or in this instrument heretofore or hereafter to the contrary notwithstanding, the entire indebtedness and all obligations secured shall at the option of the Lender become immediately due and collectible without notice and the whole of said indebtedness shall bear interest immediately thereafter at the maximum legal statutory contract rate until paid and the Trustee is hereby authorized to advertise the property above described once each week for three (3) consecutive weeks, giving notice of the time and date of sale, which shall be not less than twenty-one (21) days after the date of publication of first notice and of the terms of sale in a newspaper published in the County, in which said property is situated, and to sell the said property in whole or in part at its option and the sale of a part shall not release the remainder as security for the remaining debt unpaid, all within the legal hours of sale at the door of the Court House at the County seat of said County at public outcry to the highest and best bidder for cash and in bar of all equity of redemption, homestead, dower, courtesy, and all other rights and exemptions of every kind, all of which are hereby expressly waived. The Lender of the indebtedness hereby secured may bid at any sale under this Deed of Trust or order of Court resulting hereunder.

All parties in interest hereby expressly waive oath, inventory and bond for execution of this trust on the part of the Trustee or any successor Trustee.

In case of sale hereunder, the Trustee shall execute to the purchaser all necessary title papers and place the purchaser in quiet and peaceful possession of the property. From the date of such sale, any party occupying the premises shall become the tenant at will of the purchaser at the sale and obligated to pay a reasonable rent therefor.

In the event of default, foreclosure, and sale of the property by the Trustee, the proceeds of the sale shall be applied by the Trustee as follows: First, to pay the expenses of executing this trust, including all attorneys' fees, Court costs, all amounts advanced or expenses incurred by the Lender for the account of the Borrower and compensation to the Trustee and all interest due; second, to pay the debt secured by this instrument; third, to pay the balance, if any, to the Borrower upon delivery and

## ADDENDUM

Part of Lot 27, Section A, of the Fourth Addition to Whitehaven View Subdivision, of record in Plat Book 1, Page 43, of the Office of the Chancery Clerk of DeSoto County, Mississippi, being more particularly described as follows:

Beginning at the point of intersection of the present west line of Mill Branch Road (60 feet wide); as widened) and the north line of State Line Road; thence westwardly along the north line of State Line Road a distance of 100.00 feet to a point in the west boundary line of Section A, Fourth Addition to Whitehaven View Subdivision; thence northwardly along the west boundary line of said subdivision a distance of 202.06 feet to the southwest corner of Lot 26; thence eastwardly along the line dividing Lots 26 and 27 a distance of 100.00 feet to a point in the present west line of Mill Branch Road; thence southwardly along the present west line of Mill Branch Road a distance of 202.00 feet to the point of beginning, Section 14, Township 1, Range 8.

J.C. (Init.)

B.P. (Init.)

surrender to the purchaser of possession of the property, less the expense of obtaining possession and reasonable rents accrued.

13. **Subsequent Transfers of Title.** If Borrower or any of Borrower's successors in title should convey the subject property or any interest therein to any other party without first obtaining written consent of the Lender, or should a creditor, receiver, or trustee in bankruptcy obtain any interest in the property or should any party obtain an interest by attachment or sale in accordance with the orders of any Court of competent jurisdiction or by any means other than inheritance or devise, the entire principal balance, together with interest and service charges accrued thereon and any prepayment penalty to which the Lender would otherwise be entitled were the Borrower desiring to pay off the indebtedness secured hereby in advance, shall become immediately due and payable at the option of the Lender.

14. **Notice.** Any notice from Lender to Borrower under this Deed of Trust shall be deemed to have been given by Lender and received by Borrower when mailed by certified mail by Lender to Borrower at the Property Address stated below or at such other address as Borrower may designate to Lender by certified mail received by Lender at Lender's address stated above, or at such other address designated by Lender to Borrower.

15. **Optional Advancements in Event of Default.** In every instance herein where Borrower or his successor shall fail to pay any amount when due, the same shall constitute default hereunder and Lender at its option may, without limitation, but by way of specific inclusion do any one of the following:

- (i) Demand the entire principal debt, advances hereunder and accrued interest and charges;
- (ii) Advance the funds necessary to satisfy the obligation and demand payment thereof within thirty (30) days from date of said demand, together with interest thereon at the maximum legal statutory contract rate, all of which shall be secured by this Deed of Trust.
- (iii) Advance the funds necessary to satisfy the obligation and add the same to the principal debt secured hereby, which advancement shall bear interest at the then maximum legal statutory contract rate, all of which shall be secured by this Deed of Trust.

16. **Substitution of Trustee.** In the event of the death, refusal, or of the inability for any cause, on the part of the Trustee named herein, or of any Successor Trustee, to act at any time when action under the foregoing powers and trust may be required, or for any other reason satisfactory to the Lender, the Lender is authorized either in its own name or through an attorney or attorneys in fact appointed for that purpose by written instrument duly registered, to name and appoint a successor or successors to execute this trust, such appointment to be evidenced by writing, duly acknowledged; and when such writing shall have been registered, the substituted Trustee named therein shall thereupon be vested with all the right and title, and clothed with all the power of the Trustee named herein and such like power of substitution shall continue so long as any part of the debt secured hereby remains unpaid.

17. **Other Trustee To Act.** In the event more than one Trustee is named any one of the named Trustees or their successor or successors is authorized to act separately and independently of the other in all respects hereunder including but not limited to the advertisement of foreclosure, the sale of the security, and the execution of the necessary title papers to the purchaser thereof.

18. **Liability of Signers.** Any and all persons executing this instrument shall be deemed a Borrower and primarily liable as such and, therefore, responsible for all amounts due or to become due hereunder and all obligations hereof unless a contrary intention is specifically provided for herein.

19. **Successors and Assigns Bound; Number; Gender; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. In the event the ownership of the premises hereby conveyed, or any part thereof, becomes vested in a person other than the Borrower, the Lender, its successors or assigns, may, without notice to the Borrower, deal with such successor or successors in interest with reference to this instrument and the debt or debts hereby secured, in the same manner as with the Borrower and specifically without limitation of said general provision may make any said additional advance mentioned above to said successor or successors in interest without in any way vitiating or discharging the Borrower's liability hereunder or upon the debt thereby secured. No sale of the premises hereby conveyed and no forbearance on the part of the Lender or its assigns and no extension of the time for the payment of the debt hereby secured given by the Lender or its assigns shall operate to release, discharge, modify, change or affect the original liability of the Borrower herein either in whole or in part.

20. It is further agreed that if a portion or all of the proceeds of the loan secured hereby is loaned for construction, repairs, improvements or betterments on the above described property, or if any additional advance is made under the provisions hereof and should such construction, repairs, improvements or betterments not be completed according to agreed plans and specifications within eighteen months after the date hereof, or the date of the note evidencing such advance, then all of the remainder of the aforesaid principal sum with all arrearages of interest, and any additional advance made under the provisions hereof with arrearages of interest, taxes, assessments, insurance premiums and sums paid pursuant to the provisions hereof, shall at the option of the said Association, its successors or assigns, become immediately payable and foreclosure may be had as provided herein.

IN WITNESS WHEREOF, we have hereunto signed our names, this 10th day of June

1976

*Joseph Poppenheimer*  
 \_\_\_\_\_  
 Joseph Poppenheimer  
*Barbara Poppenheimer*  
 \_\_\_\_\_  
 Barbara Poppenheimer

STATE OF TENNESSEE,  
COUNTY OF SHELBY

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and qualified, **Joseph Poppenheimer and wife, Barbara Poppenheimer,** the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal, at office this 10<sup>th</sup> day of June, 19 76

Thomas R. Dyer  
NOTARY PUBLIC

My commission expires

Sept - 27 - 1976

Property known as:

Mail tax notice to: Leader Federal Savings & Loan Assn. of Memphis  
158 Madison Avenue, Memphis, Tennessee

This instrument was prepared by  
Leader Federal Savings and Loan Assn. of Memphis

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock and 30 minutes A. M. 14 day of June 19 76 and that the

Loan Number 1-34,003-14

Loan Amount \$ 123,000.00

State Tax \$ \_\_\_\_\_

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 June 1976, and that the same has been recorded in Book 201 Page 213 records of said County.

Witness my hand and seal this the 17 day of June 1976

SEAL H. P. Ferguson CLERK

218  
ASSIGNMENT OF RENTS  
AS ADDITIONAL SECURITY FOR  
PAYMENT OF NOTE SECURED BY DEED OF TRUST

1-31,003-14

THIS ASSIGNMENT made this 10th day of June, 1976

by and between JOSEPH POPPENHEIMER and wife, BARBARA POPPENHEIMER,

party of the first part, and

LEADER FEDERAL SAVINGS AND LOAN ASSOCIATION OF MEMPHIS, a Corporation organized and existing under an Act of Congress of the United States of America, party of the second part:

WITNESSETH:

That for value received and as additional security for the loan hereinafter mentioned, the party of the first part hereby transfers, assigns, and sets over unto the party of the second part, its successors and assigns all the right title and interest of the party of the first part in and to all rents, leases both now and in the future, and other considerations to be realized from the rental of strip commercial building, located on the hereinafter described property and the party of the first part does hereby authorize and empower party of the second part, its successors and assigns, to collect the said rents and other considerations as they may become due and does hereby direct said tenants to pay such rents as shall hereafter become due to the party of the second part upon demand, it being understood and agreed, however, that until such demand is made, the party of the first part is authorized to continue to collect said rents in the same manner as if this assignment was not in existence.

The term of this assignment shall be until a certain Note and Deed of Trust of even date herewith executed by parties of the first part to Frances P. Nothern as Trustee, conveying the said premises hereinafter described for the purpose of securing to the party of the second part the sum of One Hundred Twenty-three Thousand Dollars (\$123,000.00)

shall have been paid in full and satisfied, and the release of said Deed of Trust shall, likewise, constitute a release thereof.

Property address: 6121-25-35-41 Millbranch  
Prepared by Vineyard, Walt, Dyer & James  
158 Madison Avenue  
Memphis, Tennessee 38103

This assignment is given as additional security for the payment of the above described indebtedness and the amounts collected hereunder by party of the second part, less the expense of collection, if any, shall be applied on account of taxes on said real estate, insurance premiums and delinquencies of principal and interest thereunder.

Nothing herein shall be construed as making the party of the second part a mortgagee in possession, nor shall party of the second part be liable for laches or failure to collect said rents, and it is understood that party of the second part is to account only for rents actually collected.

It is understood and agreed that neither the existence of this assignment nor the exercise of its privilege to collect said rents shall be construed as a waiver by party of the second part of the right to enforce payment of the debt above mentioned in strict accordance with the terms and provisions of said Note and Deed of Trust for which this assignment is given as additional security.

The real property upon which the the rentals for which are hereby pledged and assigned, are described as follows, in DeSoto County ~~of Shelby~~, State of ~~Tennessee~~ Mississippi, to-wit:

Part of Lot 27, Section A, of the Fourth Addition to Whitehaven View Subdivision, of record in Plat Book 1, Page 43, of the Office of the Chancery Clerk of DeSoto County, Mississippi, being more particularly described as follows:  
Beginning at the point of intersection of the present west line of Mill Branch Road (60 feet wide); as widened) and the north line of State Line Road; thence westwardly along the north line of State Line Road a distance of 100.00 feet to a point in the west boundary line of Section A, Fourth Addition to Whitehaven View Subdivision; thence northwardly along the west boundary line of said subdivision a distance of 202.06 feet to the southwest corner of Lot 26; thence eastwardly along the line dividing Lots 26 and 27 a distance of 100.00 feet to a point in the present west line of Mill Branch Road; thence southwardly along the present west line of Mill Branch Road a distance of 202.00 feet to the point of beginning; being Section 14, Township 1, Range 8.

EXECUTED the day and year first above written.

*J.P.*  
Joseph Poppenheimer  
Joseph Poppenheimer  
Barbara Poppenheimer  
Barbara Poppenheimer

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STATE OF TENNESSEE)

COUNTY OF SHELBY )

On this 10<sup>th</sup> day of June, 1976, before me, a Notary Public in and for said State and County, at Memphis, duly commissioned and qualified, personally appeared \_\_\_\_\_

Joseph Poppenheimer and wife, Barbara Poppenheimer

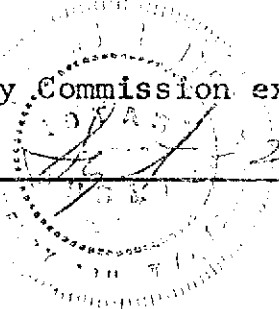
to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

[Signature]  
Notary Public

My Commission expires:

Sept 27 1976



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 June 1976, and that the same has been recorded in Book 201 Page 218 records of Real Estate TID of said County.

Witness my hand and seal this the 17 day of June 1976  
FEES \$ 4.00 pd. SEAL A.P. Ferguson CLERK



FOR VALUE RECEIVED, RICHARD L. ROUDEBUSH, as Administrator of Veterans Affairs, being the present holder, does hereby, by his authorized Attorney-in-Fact, sell, assign, transfer and deliver unto FIDELITY MORTGAGE COMPANY, P. O. Box 1286, Jackson, Mississippi 39205, that(those) certain purchase-money deed(s) of trust herein listed securing indebtedness(es) in favor of the Administrator of Veterans Affairs, his successors in office and assigns, Beneficiary, together with the Deed of Trust Note(s) secured by said Deed(s) of Trust and all escrows, hazard insurance and deposits held in connection therewith, which said Deed(s) of Trust is(are) recorded in the office of the Chancery Clerk of DESOTO County, Mississippi, and is(are) more specifically identified below:

PAYMENT GUARANTEED UNDER VETERANS ADMINISTRATION REGULATION 4600:

<u>VA LOAN NO.</u>	<u>DATE OF LOAN</u>	<u>BORROWER'S NAME</u>	<u>ORIGINAL PRINCIPAL</u>	<u>VOL.</u>	<u>PAGE(S)</u>
SH-3909	3-9-76	HUMBER, John D. and Dorothy Y.	\$30,900.00	197	169
SH-3959	4-3-76	JOYNER, Raymond R. and Gloria D.	\$23,900.00	198	147

IN WITNESS WHEREOF, the said RICHARD L. ROUDEBUSH, as Administrator of Veterans Affairs, has caused this instrument to be executed in his name and on his behalf by the undersigned Acting Loan Guaranty Officer of the Veterans Administration, being thereunto duly appointed, qualified, and acting pursuant to Sections 212 and 1820, Title 38, U. S. Code, and Section 36:4342 and 36:4600 of the Regulations pursuant thereto, as amended, and who is authorized to execute this instrument.

THIS the 8th day of June, 1976.

RICHARD L. ROUDEBUSH  
 ADMINISTRATOR OF VETERANS AFFAIRS  
 BY Ralph H. Martin  
 RALPH H. MARTIN  
 LOAN GUARANTY OFFICER OF THE  
 VETERANS ADMINISTRATION.  
 HIS ATTORNEY-IN-FACT.

STATE OF MISSISSIPPI  
 COUNTY OF HINDS

Before me, the undersigned authority in and for the State and County aforesaid, personally appeared RALPH H. MARTIN Loan Guaranty Officer of the Veterans Administration, an Agency of the United States Government, who acknowledged that he signed and delivered the foregoing instrument on the date, in the capacity, and for the purpose therein mentioned, being duly authorized so to do.

Given under my hand and official seal at Jackson, Hinds County, Mississippi, this the 8th day of June, 1976.

My Commission Expires March 2, 1978

Shirley J. Knight  
 NOTARY PUBLIC

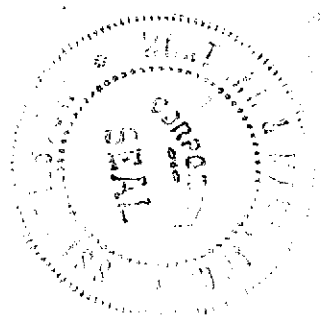
STATE OF MISSISSIPPI, DESOTO COUNTY  
 I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M.  
 day of June 1976, and that the same has been recorded in Book 201 Page 221 records of  
Real Estate 710 of said County.  
 Witness my hand and seal this the 17 day of June 1976  
 SEAL H. P. Ferguson CLERK  
 FEES \$ 3.00 pd.

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 Rowan H. Taylor, Trustee, Wortman & Mann, Inc. and recorded in Book 196 at Pages 389 of the Records of Deeds or Deeds of Trust in your office.

Witness my signature, this the 14th day of June, 1976.



WORTMAN & MANN, INC.

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

STATE OF MISSISSIPPI COUNTY OF HINDS

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

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



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 2 o'clock 40 minutes P. M. 16 day of June 1976, and that the same has been recorded in Book 201 Page 222 records of Real estate T.D. of said County. Witness my hand and seal this the 17 day of June 1976 FEES \$ 2.50 pd. SEAL H.P. Ferguson CLERK

DEED OF TRUST

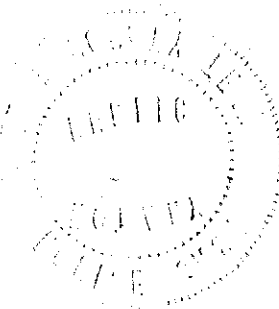
In consideration of the payment of One Dollar and in order to secure the indebtedness and obligations herein stated,

James L. Rambo and wife, Lela O. Rambo sell and convey to Leo Bearman

TRUSTEE, the following described property in DeSoto County, Tennessee:

(Section "A") Lot 168, 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 8 through 14, in the office of the Chancery Clerk of DeSoto County, Mississippi, being more particularly described as follows:

Beginning at a point in the southeasterly line of Evergreen Cove at the end of a 20-foot radius curve, said curve connecting the southeasterly line of Evergreen Cove with the northeasterly line of Camelot Road; thence northeastwardly along the southeasterly line of Evergreen Cove 94.7 feet to a point at the western-most corner of Lot 169 of said subdivision; thence southeastwardly 93.89 feet to a point at the southern-most corner of said Lot 169; thence southwestwardly 97.93 feet to a point in the northeasterly line of Camelot Road at the western-most corner of Lot 167 of said subdivision; thence northwestwardly along the northeasterly line of Camelot Road 80.79 feet to a point at the beginning of said 20-foot radius curve; thence northwardly along the arc of said curve 30.25 feet to the point of beginning.



CANCELLED BY AUTHORITY, RECORDED IN BOOK 1239 PAGE 595 THIS 22nd DAY OF August, 2000 W. E. Davis CHANCERY CLERK by: J. Parkers

For prior record of conveyance see:

TO HAVE AND TO HOLD such property, with all hereditaments and appurtenances, unto the Trustee, his successors and assigns, in fee simple forever.

The undersigned covenant they are lawfully seized in fee and possessed of such property, have authority to sell and convey the same, that title is unencumbered except: National Mortgage

and they will warrant the same against all claims.

But this conveyance is made in trust to secure the payment by James L. Rambo and Lela O. Rambo to Blazer Financial Services, Inc. of a loan evidenced by a note of even date herewith payable 36 months after date to the order of Blazer Financial Services, Inc. in the principal amount of

Three Thousand Four Hundred Twenty and No/100 (\$ 3420.00)

with interest at six per cent (%) per annum after maturity. Such note provides for acceleration of payment in the event of impairment of the collateral security or failure of the undersigned to perform any covenant in any contract concerning the collateral security.

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MAIL TAX NOTICES TO:  
JAMES L. RAMBO  
880 CAMELOT ROAD  
HORN LAKE, MISSISSIPPI 38637

The undersigned agree to maintain the improvements on such property in good repair and fully insured against damage by fire and other casualty, in an amount and manner satisfactory to the holder of the indebtedness secured by this instrument, with loss payable to the Trustee, and the undersigned shall pay all taxes and assessments against such property. In the event of a failure to effect such insurance or to pay any insurance premium, tax or assessment when due, the holder of the indebtedness hereby secured, or the Trustee, may pay same and any sum so expended shall become a debt secured by this instrument; which sum the undersigned agree to reimburse forthwith with interest at the rate of six per cent (6%) per annum.

The undersigned shall retain possession of the property hereby conveyed and receive and use the rents and profits thereof until default, after which the rents and profits thereof shall be due and payable to the holder of the debt hereby secured. If such indebtedness be paid, when due, and nothing shall remain owing on the obligation hereby secured, then the holder of the note will execute proper release of the lien of this Deed of Trust. If the undersigned shall fail to pay any part of such indebtedness, whether principal or interest, promptly when the same becomes due, or shall fail to pay any sum necessary to satisfy and discharge taxes and assessments before they become delinquent, or to maintain insurance or repairs, or the necessary expense of protecting the property and executing this trust, all of the indebtedness herein secured shall, at the option of the owner of such indebtedness, without notice, become immediately due and payable, and the said Trustee is authorized and empowered to enter and take possession of said property, and before or after such entry to advertise the sale of said property for twenty-one days by three weekly notices in some newspaper published in

Shelby County, and sell such property for cash to the highest bidder, free from equity of redemption, homestead, dower and all other exemptions, all of which are hereby expressly waived, and the Trustee shall execute a conveyance to the purchaser in fee simple, and deliver possession to the purchaser, which the undersigned bind themselves shall be given without obstruction, hindrance or delay. The holder of the indebtedness secured hereby may bid at any sale held under this instrument. All parties at interest hereby expressly waive inventory and bond for execution of this trust on the part of the Trustee.

In event of default, foreclosure and sale of the property by the Trustee, the proceeds of the sale shall be applied by the Trustee: First, to the payment of the expense of this trust and its execution, including a reasonable attorney's fee and Trustee's fee, and all sums expended or become liable for an account of any of the provisions of this Trust Deed; Second, to the payment of the debt secured by this instrument; and the Trustee will hold any balance subject to the order of the undersigned or to the order of the holder of inferior liens, if any.

In the event of any default in the terms and conditions of any other Deed of Trust or mortgage, the lien of which is or becomes paramount to the lien of this instrument, the owner of the indebtedness secured by this instrument may declare such indebtedness due for all purposes and foreclosure and sale may be had hereunder, or such holder may pay any sums necessary to comply with the terms of such paramount Deed of Trust or mortgage, which sums when so paid shall be secured by the lien of this instrument and shall bear interest from the date of such payment at the rate of six per cent (6%) per annum.

In addition to the power of sale above provided, the holder of the debt hereby secured shall have the right to proceed in a Court of equity to foreclose this Deed of Trust and shall be entitled to judgment for his debt and any advances lawfully made by him under the provisions of this Deed of Trust. He shall also be entitled to the appointment of a receiver to collect rents, issues and profits while such suit is pending and to judgment over for any difference between the amount paid for the property either at a Trustee's sale or a sale under order of the court and the total indebtedness accrued under the provisions of this instrument.

The holder of the debt hereby secured, at his option, is authorized to remove the Trustee and appoint a successor to execute this Trust in which successor shall be vested all title, powers and authority vested in the Trustee named herein. Such appointment shall be in writing and shall be registered in the Register's Office.

This 7th day of June, 1976

*Lela O Rambo*  
*James L Rambo*

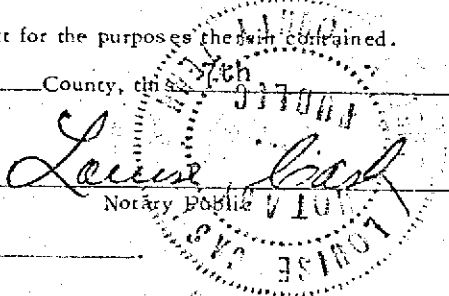
STATE OF TENNESSEE  
COUNTY OF Shelby

Personally appeared before me, Louise Cash, a Notary Public in and for said County and State Shelby County, Tennessee

James L. Rambo and Lela O. Rambo the within named bargainer, with whom I am personally acquainted, and who acknowledged that the Y executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office, in 7th Shelby County, this 7th day of June, 1976

My Commission expires April 25, 1979



This instrument was prepared by Louise Cash  
Blazer Kinancial Services, Inc.  
1268 Getwell Road  
Memphis, TN 38111

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 50 minutes A. M. 17 day of June 1976, and that the same has been recorded in Book 801 Page 223 records of Real Estate TID of said County.  
Witness my hand and seal this the 17 day of June 1976  
FEES \$ 3.50 pd.

*A.P. Ferguson*  
SEAL

# DEED OF TRUST

THIS DEED OF TRUST is made this 15th day of June, 1976, among the Grantor, Donna F. Conner, a widow,

Donald M. Brown (herein "Borrower"),  
Guaranty Trust Savings & Loan Association (herein "Trustee"),  
and the Beneficiary, Guaranty Trust Savings & Loan Association, a corporation organized and existing under the laws of the State of Tennessee, whose address is 5100 Poplar Avenue, Memphis, Tennessee (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 8, Section B, Holiday Hills Subdivision, situated Section 34, Township 1 South, Range 6 West, DeSoto County, Mississippi, as per plat recorded Plat Book 11, page 11, Chancery Clerk's Office, DeSoto County, Mississippi.

Appointment of Successor Trustee of this instrument Recorded in Real Estate 718  
Book No. 292 Page 692  
This 9 day of Feb 1982  
H. B. Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK  
330 PAGE 480  
THIS 14 DAY OF Jan 1985  
W. M. Ferguson  
CHANCERY CLERK DS.

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 Nineteen Thousand Six Hundred (\$19,600.00) 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 July 1, 1991; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

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

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

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

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

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

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

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

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

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

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

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

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums.** Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

**10. Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

**11. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

**12. Remedies Cumulative.** All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

**13. Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

**14. Notice.** Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

**15. Uniform Deed of Trust; Governing Law; Severability.** This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

**17. Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

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expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DeSoto County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

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

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

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

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

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

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

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

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

Donna F. Conner  
Donna F. Conner —Borrower

\_\_\_\_\_  
—Borrower  
9560 Pigeon Roost Road  
Olive Branch, MS 38654  
Property Address

STATE OF MISSISSIPPI, DeSoto COUNTY ss:

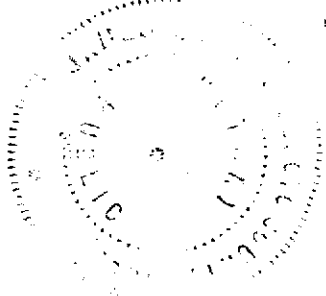
Personally appeared before me, the undersigned authority in and for said County and State, the within named Donna F. Conner who acknowledged that s. he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 15th day of June, A.D., 1976.

My Commission expires:

5-4-77

Thomas E. Glendon  
Notary Public



STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock and 30 minutes A. M. 17 day of June 1976 and that the same has been recorded in Book No. \_\_\_\_\_ records of \_\_\_\_\_

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 June 1976, and that the same has been recorded in Book 201 Page 225 records of \_\_\_\_\_ of said County.

Witness my hand and seal this the 17 day of June 1976

FEES \$ 5.00 pd.

SEAL H. P. Ferguson CLERK

W, r, k, v  
O. B. Miss

W. S. - 00



# DEED OF TRUST

THIS DEED OF TRUST is made this 11th day of June, 1976 among the Grantor, JIMMY D. SULLINGER and wife, JACKIE S. SULLINGER, (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:

East

Lot 48, Pleasant Hill Estates/Subdivision, Section B, 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.

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.

770      190  
 No. 10      July      95  
W. E. Davis  
 Chancery Clerk By: m. saylor, d.c.

Assignment of this Instrument Recorded in  
Real estate T 15 Book  
 No. 506 Page 145  
 This the 26th day of April 19 90

W. E. Davis Clerk  
Gay D. Saylor, D.C.

which has the address of 4505 Cherry Tree Street, Olive Branch, Mississippi, 38654 (herein "Property Address");  
[State and Zip Code]

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

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated June 11, 1976, (herein "Note"), in the principal sum of FIFTY-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 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

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.

*Jimmy D. Sullinger*  
Jimmy D. Sullinger - Borrower  
*Jackie S. Sullinger*  
Jackie S. Sullinger - Borrower

STATE OF MISSISSIPPI, ..... DESOTO ..... County ss:

On this ..... 11th ..... day of ..... June ..... 1976., personally appeared before me, the undersigned authority in and for said County and State, the within named.. Jimmy D. Sullinger..... and Jackie S. Sullinger....., 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



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

(Space Below This Line Reserved For Lender and Recorder)

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M.  
17 day of June 1976, and that the same has been recorded in Book 201 Page 229 records of  
Real Estate TID of said County.  
Witness my hand and seal this the 17 day of June 1976  
FEES \$ 5.00 pd.  
SEAL *H. P. Ferguson* CLERK

Fidelity

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 THOMAS A. WALKER AND WIFE, WANDA O. WALKER to COLONIAL SAVINGS & LOAN, and recorded in Book 110 at Page 337, and which deed of trust was assigned by \_\_\_\_\_ to \_\_\_\_\_, 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 10th day of June, 1976.

CITY FEDERAL SAVINGS AND LOAN ASSOC.

By [Signature]  
R. T. Winkle Vice President  
By [Signature]  
Loretta J. Glogorski Asst. Secretary

STATE OF New Jersey  
COUNTY OF Somerset

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named R. T. Winkle and Loretta J. Glogorski, who acknowledge to me that they are Vice President and Asst. Secretary, respectively, of City Federal Savings and 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 10th day of June, 1976.

Carol Kwasnaza  
NOTARY PUBLIC

Carol Kwasnaza

My Commission Expires:

Carol Kwasnaza  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 24, 1980

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 June 1976, and that the same has been recorded in Book 201 Page 233 records of Real Estate TID of said County.  
Witness my hand and seal this the 17 day of June 1976  
Fees \$ 2.50 pd.

SEAL [Signature]

PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated December 3, 1973, executed by Wilson Searight to William F. Hagan as Trustee(s), Vernon J. McBride and Eddie H. Gatlin as Beneficiary, which Deed of Trust is recorded in Book 169, Page 35, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned Vernon J. McBride and Eddie H. Gatlin, 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 Wilson Searight, the following described property located in DeSoto County, Mississippi, to-wit:

Lot 48, Section B, Pleasant Hill Estates East Subdivision, in Section 7, Township 2, Range 6, as per plat thereof recorded in Plat Book 12, Pages 26-31, in the office of the Chancery Clerk of DeSoto County, Mississippi.

To have and to hold the aforesaid real property unto the said Wilson Searight and to his successors, heirs and assigns in fee simple forever, free and discharged from the lien of said Deed of Trust and the indebtedness secured thereby.

But this is a partial release and as to all other property described in and conveyed by said Deed of Trust not heretofore nor hereby released, the lien of same shall continue in full force and effect.

WITNESS our signatures this the 11th day of June, 1976.

~~XXXXXXXX~~

Eddie H. Gatlin  
Eddie H. Gatlin

By: Vernon J. McBride  
Vernon J. McBride

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

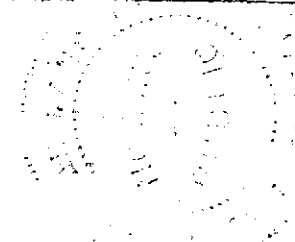
Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Vernon J. McBride and Eddie H. Gatlin who acknowledged that ~~xxx~~ respectively for and on behalf of and by authority of ~~xxxxxx~~ they signed the above and foregoing instrument and affixed the corporate seal of said corporation ~~xxxxxx~~ and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office this the 11th day of June, 1976.

Deborah B. Ambro  
NOTARY PUBLIC

My Commission Expires:

My Commission Expires: \_\_\_\_\_



Lot 651, Carriage Hills

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

ORDER TO CLERK TO CANCEL  
DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS: That First National Bank of Southaven, the beneficiary, does hereby certify that a certain trust deed bearing date of the 28th day of February, 1975, made and executed by Billy W. Garrett and Patricia Ann Garrett to Edwin C. Hardin, Trustee for the benefit of the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, Mississippi, in Book 183, Page 576, of the Records of Trust Deeds, on the 6th day of March, 1975, is now fully paid and satisfied; and I/we, as beneficiary, do hereby authorize the Clerk of the Chancery Court of said County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

THIS the \_\_\_\_\_ day of June, 1976.

By FIRST NATIONAL BANK OF SOUTHAVEN

ATTEST:

Richard Taylor

By: Jack W. Ussery

STATE OF Mississippi  
COUNTY OF DeSoto

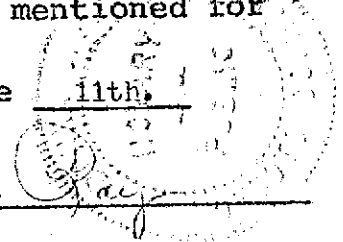
PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Jack W. Ussery and Richard A. Taylor, who acknowledged that as President and Vice President, respectively, for and on behalf of and by authority of First National Bank, Hernando, they signed and delivered the above and foregoing instrument on the day and year therein mentioned for the purposes therein expressed.

GIVEN under my hand and seal of office this the 11th day of June, 1976.

Sanna J. Gage  
Notary Public

My commission expires:

My Commission Expires Nov. 24, 1979.



STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. on the 17 day of June, 1976, and that the same has been recorded in Book 201 Page 235 records of said County.  
Witness my hand and seal this the 17 day of June, 1976  
Fees \$ 2.50 pd.  
SEAL H. P. Ferguson CLERK

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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 of Tunica County Bank  
 for the use and benefit of Lanny G. Culver and wife Betty L. Culver  
 dated the 17 day of August, 19 73 and recorded in mortgage record book No. 164  
 Page 375  
 dated the ~~15~~ day of \_\_\_\_\_, 19 \_\_\_\_\_ and recorded in mortgage record book No. \_\_\_\_\_  
 Page \_\_\_\_\_  
 dated the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_ and recorded in mortgage record book No. \_\_\_\_\_  
 Page \_\_\_\_\_  
 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 15 day of June, 19 76

*J. G. Austin*  
*Branch Manager*

STATE OF Miss.  
COUNTY OF Desoto

Personally appeared before me J. G. Austin  
 a Notary Public in and for said county and state Desoto - Miss.  
 who acknowledged that he signed and delivered the foregoing instrument as his voluntary act and  
 deed on the day and year therein mentioned.

Witness my hand and official seal this the 16<sup>th</sup> day of June, 19 1976

*Wm. W. A. Russell*

My Commission Expires Nov. 3, 1978

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 June 1976, and that the same has been recorded in Book 801 Page 236 records of  
Real Estate TID of said County.  
 Witness my hand and seal this the 17 day of June 1976  
 FEES \$ 2.50 pd. SEAL *H. P. Ferguson* CLERK



FORM No. 4

DEED OF TRUST AND SECURITY AGREEMENT

Land — Farm Products — Farm Equipment

THIS agreement, this day made and entered into between Mary F. Cansler-Mary Louise Gray and Louise C. Crawford

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

of the first part, hereinafter designated as the Debtor, whose address is Rt. 1 Box 153  
(Street)

Lake Cormorant, DeSoto, Mississippi 38641  
(City) (County) (State)

said address being Debtor's Louise C. Crawford's —Residence  
(Place of Business—Residence)

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

Bank of Walls, Branch of Tunica County Bank 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 Twenty seven hundred sixteen Dollars (\$ 2,716.00) evidenced by one promissory note dated of even date here-with in favor of Bank, bearing interest at the rate of specified by note 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:

Taylor "Chancellor" and Taylor "Cancellor"—Being One and the Same Person as  
Taylor Cansler—Record Owner — Deceased—May 31, 1969

40 Acres, more or less, being the Southeast Quarter of the Northwest Quarter of Section 23, Township 2 South, Range 9 West DeSoto County Mississippi.

CANCELLED BY AUTHORITY RECORDED IN BOOK

204 PAGE 140

THIS 21 DAY OF Sept. 1976

W. H. Ferguson  
CHANCERY CLERK

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Debtor does hereby grant to Bank a security interest pursuant to the Uniform Commercial Code in the following goods (check appropriate box or boxes):

A. Crops—All crops of every kind and character planted or growing, or to be planted or growing within one year from the date hereof, on the land described herein.

B. Livestock—

C. Farm Supplies—All feed, fertilizers, fuels, chemicals, poisons, planting seed, repair parts, tools and any and all other agricultural supplies owned by Debtor and used in his crop production or livestock operations.

D. Farm Equipment—All farm equipment and farm machinery of every description owned by Debtor and used in his crop production or livestock operations.

E. All property similar to that described under Items A to D inclusive, which at any time may hereafter be acquired by Debtor including, but not limited to, additions and replacements and progeny of livestock and poultry.

F. All products and proceeds of any of the property described under Items A to E inclusive.

All of the goods described under Items A to F inclusive (hereinafter called "Collateral"), are to secure (1) payment of the above mentioned note; (2) further advances, to be evidenced by like note or notes, to be made by Bank to Debtor, which advances shall not exceed \$\_\_\_\_\_ outstanding at any one time; (3) all other liabilities (primary, secondary, direct, contingent, sole, joint, or several) due or to become due or which may be hereafter contracted or acquired, of each Debtor (including each Debtor and any other person) to Bank; and (4) performance by Debtor of the agreements hereinafter set forth.

**DEBTOR WARRANTS, REPRESENTS AND AGREES AS FOLLOWS:**

1. Debtor is the owner of the Collateral clear of all liens and security interests except the security interest granted hereby, and Debtor has the right to make this agreement.
2. The equipment covered by this agreement shall be used principally in farming operations.
3. All of the Collateral is or will become located, kept or grown on the above mentioned land.
4. Debtor agrees to pay Bank: (a) the sums evidenced by all promissory notes executed pursuant to this agreement in accordance with the terms of the agreement and of the notes; (b) all sums, including reasonable attorney's fees and legal expenses, paid or incurred by Bank in pursuing any of its rights and remedies or in remedying any default pursuant to this agreement, together with interest thereon at the rate herein stipulated from the date the same shall have been paid; and (c) at Bank's option, the entire unpaid indebtedness to Bank, whether created or incurred pursuant to this agreement or otherwise, upon Debtor's default or if Bank deems itself insecure.
5. Debtor shall at all times keep the Collateral at the location described in this agreement, unless notice is given to Bank in advance of, and Bank consents in writing to its removal to another location.
6. Debtor shall keep the Collateral in good condition; attend to and care for the Collateral; do all other acts which may be necessary to raise and fatten the livestock and to grow, cultivate, spray, irrigate, cut, harvest, pick, clean, preserve and protect the crops and farm products, all according to the most approved methods of farming and husbandry. Debtor shall permit Bank to enter Debtor's farm at reasonable times to examine the Collateral.
7. Debtor shall not transfer, create or permit to be acquired any interest in or against the Collateral or the land herein conveyed, or permit any charge, including rent and taxes, to remain unpaid to or by any third person.
8. Debtor shall not sell or otherwise dispose of any of the Collateral without the prior written consent of Bank. The inclusion of proceeds in this agreement does not authorize Debtor to sell, dispose of or otherwise use the Collateral in any manner, not specifically authorized by the agreement.
9. Debtor shall at all times keep the Collateral and the proceeds from any authorized disposition identifiable and separate from other property of the Debtor or any other person.
10. Debtor shall procure and maintain at his own expense insurance covering the Collateral and buildings on the land herein conveyed against all expected risks, and those risks which Bank may designate, under policies satisfactory to Bank, for the duration of this agreement, and the policies shall name Bank as its interest may appear and shall be deposited with Bank.
11. Debtor shall, as Bank may request and require, procure and deliver to Bank or execute any security agreement, financing statement or other writing necessary to create, preserve, protect or enforce Bank's rights and interests to or in the Collateral described in this agreement or in any other Collateral agreed to by the parties.
12. Debtor will keep the Collateral in good condition and repair, reasonable wear and tear excepted, and will permit Bank and its agents to inspect the Collateral at any time.
13. Debtor shall be in default under this agreement: (a) when he has made any misstatement in connection with or has failed to pay or perform any of his obligations, agreements or affirmations under this or any other agreement with Bank; (b) when any event occurs which results in acceleration of the maturity of the indebtedness of Debtor under any agreement with any

person; (c) upon the death, dissolution, termination of existence or business failure of Debtor, or the appointment of a receiver for any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding in bankruptcy or insolvency by or against, Debtor or any surety for Debtor; or (d) when Bank in good faith deems itself insecure and its prospect of payment impaired.

Until default, Debtor may harvest, process, store and use the Collateral in any lawful manner not inconsistent with this agreement or any insurance covering the Collateral, and may use and consume Collateral in preserving and preparing for market livestock or poultry, or in planting, cultivating or harvesting crops, any of which is Collateral under this agreement.

UPON DEFAULT, all sums secured hereby shall immediately become due and payable at Bank's option without notice to Debtor and Bank may proceed to enforce payment of same and to exercise all of the rights and remedies of a secured party under the Uniform Commercial Code of Mississippi or other applicable law and all rights provided herein, in the notes mentioned above, or in any other applicable security or loan agreement, all of which rights and remedies shall, to the full extent permitted by law, be cumulative including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, to perform all of the operations which Debtor has agreed to perform hereunder and to take such other measures as Bank may deem necessary for the care, growing, harvesting, protection, preservation, and marketing of the Collateral. Bank may require Debtor to assemble the Collateral and make it available to Bank at a place to be designated by Bank which is reasonably convenient to Bank and Debtor. Any notice of sale, disposition or other intended action by Bank, sent to Debtor at the address specified herein, or such other address of Debtor as may from time to time be shown on Bank's records, at least five days prior to such action, shall constitute reasonable notice to Debtor.

Also upon default, Trustee or his successor or successors, at the request of Bank, acting by any officer thereof, or at the request of any owner or holder of the notes secured hereby, shall sell said land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. The sale of said lands hereunder shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code, 1942 and Amendments, if any, thereto and Trustee shall make deed to the purchaser or purchasers. Should the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to Trustee and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties or in two judicial districts of the same county, Trustee may sell the whole in any of the counties, or in either of the judicial districts of the county in which any part of the land lies. Out of the proceeds of sale the Trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the Debtor, or to his proper representatives, agents or assigns.

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

Bank may remedy in any reasonable manner or waive any default of Debtor without waiving the default remedied or any other prior or subsequent default.

In the event of Debtor's default or insolvency, any moneys or other property at any time in the possession of Bank belonging to any of the parties liable hereon to Bank, and any deposits, balance of deposits or other sums at any time credited by or due from said Bank to any of said parties, may at all times, at the option of Bank, be held and treated as collateral security for the payment of notes, executed pursuant to this agreement, whether due or not due, or any other liability of the said parties, and Bank may at any time, at its option, set off the amount due or to become due hereon against any claim of any of said parties against Bank.

If any provision of this agreement is held invalid, such invalidity shall not affect the validity or enforceability of the remaining provisions of this agreement.

This agreement shall inure to the benefit of Bank's successors and assigns and shall bind Debtor's heirs, representatives, successors and assigns. If more than one Debtor executes this agreement, their obligation shall be joint and several.

IN WITNESS WHEREOF, this agreement has been executed this 8 day of June, 1976

Bank of Wells-Branch of Tunica County Bank  
By J. G. Austin  
ATP Branch Manager

Mary F. Cansler Debtor  
By Mary Louise Gray PA  
Louise C. Crawford

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 Mary F. Cansler - Mary Louise Gray PA & Louise C. Crawford who severally acknowledged that They signed and delivered the above and foregoing deed of trust and security agreement on the day and year therein mentioned.

Given under my hand and official seal, this the 16<sup>th</sup> day of June, 1976  
Mrs. W.A. Russell  
NOTARY PUBLIC  
My Commission Expires Nov. 1, 1977

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 June 1976, and that the same has been recorded in Book 201 Page 237 records of Real Estate TTD of said County.  
Witness my hand and seal this the 17 day of June 1976  
\$ 5.00 pd.  
SEAL H.P. Ferguson

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# DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between Sidney Clinton Sheffield  
and Mrs. Linda Lee Sheffield,

of the first part, hereinafter designated as the Grantor, James E. Cahill, Jr.,

Trustee, of the second part, hereinafter designated as Trustee, and  
Peoples Bank, Senatobia, Mississippi,

of the third part, hereinafter designated as the Beneficiary.

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

\*\*\*\* Twenty-eight thousand & no/100\*\*\*\*\* DOLLARS

(\$ 28,000.00 ) evidenced by a promissory note of even date herewith in favor of  
the beneficiary, bearing interest at the rate of nine per centum per annum after  
6/12/76 , providing for the payment of attorney's fees in case of default and being due  
and payable as follows, to-wit:

In monthly installments of \$200.00, including interest, each, the  
first installment to become due and payable on or before the 1st  
day of July, 1976, and one installment to become due and payable  
on or before the 1st day of each succeeding month, with balance  
of note and interest to become due and payable on or before  
June 12, 1977.

CANCELLED BY AUTHORITY RECORDED IN BOOK  
227 169  
THE 26 DAY OF June 1978  
K. G. Ferguson  
CHANCERY CLERK

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

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

DeSoto County

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

The following described land lying and being situated in Section  
Thirteen (13), Township Four (4), Range Eight (8) West, DeSoto,  
County, Mississippi:

Lot 172, Section A, Buena Vista Lakes Subdivision, as shown on plat  
appearing of record in Plat Book 4, pages 34 through 37, of record  
in the Chancery Court Clerk's Office of DeSoto County, Mississippi,  
to which recorded plat reference is hereby made for a more part-  
icular description.

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 12th day of June 19 76

*Sidney C. Sheffield*  
.....  
*Linda Lee Sheffield*  
.....

STATE OF MISSISSIPPI,  
COUNTY OF TATE

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Sidney Clinton Sheffield and Mrs. Linda Lee Sheffield 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 June 19 76

My Commission Expires: 3-6-77 *W. A. Brewer*  
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 35 minutes A. M. 17 day of June 1976, and that the same has been recorded in Book 201 Page 240 records of Real Estate TID of said County.  
Witness my hand and seal this the 17 day of June 1976  
FESS pd. *H. P. Jackson*  
SEAL

# DEED OF TRUST ON LAND

FOR AND IN CONSIDERATION of One Dollar to <sup>Us</sup> ~~me~~ Rebecca Johnson and her husband

George Johnson in hand paid by Sidney Hurdle Trustee,

and the further consideration hereinafter set out OUR have bargained, sold and conveyed, and by these presents do bargain, sell and convey to the said Trustee the following property in Marshall County, Mississippi, to-wit:

Lot No. 7 described as BEGINNING at a point on the west line of

Section 28, Township 1, Range 5 west, which point is 1226.0 feet

north of the southwest corner of said Section 28; thence continu-

ing north along the west line of said Section 28 a distance of

107.5 feet; thence east along the south line of the Johnson Tract

210.0 feet to a point; thence north along the east line of the

Johnson Tract 419.4 feet to a point, said point being the southwest

corner of Lot No. 6; thence east along the south line of Lot No. 6

a distance of 584.2 feet; thence south 526.9 feet to a point; thence

west 794.2 feet to the point of beginning.

There is excluded from the above described property, a parcel of land lying in DeSoto County, Mississippi, described as follows:

Beginning at a point on the west line of Section 28, Township 1,

Range 5 West, which point is 1226.0 feet north of the southwest

corner of said Section 28, thence continuing north along the west

line of said Section 28 a distance of 107.5 feet to a point, thence

east 608 feet to a point, thence south 107.5 feet to a point, thence

west 608 feet to the point of beginning, containing 1.5 acres.

And We warrant the title to said property against the lawful claims of all persons whomsoever; in trust however;

to secure the following indebtedness: TWO THOUSAND TWO HUNDRED NINETY THREE

AND 63/100 (\$2,293.63) dollars, evidenced by one promissory note of

evendate herewith due and payable to the order of The Citizens Bank

Collierville, Tenn. in monthly installment of \$38.22 per month and

the first installment due and payable on July 10th 1976 and each

consecutive month thereafter until paid in full.

or so much thereof as may be actually furnished, and for any further amounts that may be furnished.

Now, if We shall, on or before the 10 day of each month next,

pay such indebtedness in full, with all interest then due, then this conveyance to be void; but should We fail to

pay the same, on or before the 10th day of each month next, or any part thereof, then

the said Trustee shall take possession of said property, by himself or agent, and proceed to sell the same within lawful

hours, at public sale to the highest bidder for cash, in front of the south door of the court house of said county, after

having first advertised the time, terms and place of sale as prescribed by the statutes of the State of Mississippi now in

force. The proceeds of said sale to be first applied to the payment of said indebtedness and the making and executing of

this trust; the balance, if any, as the law requires.

In case of the death or failure of said Trustee to act, the said Citizens Bank

or any legal holder of said note, shall have the power to substitute some other person to execute this trust by

writing under their hand.

WITNESS OUR hand S and seal, this 10th day of June 19 76

Witnesses:

[Signature]  
[Signature]

Rebecca Johnson  
George Johnson

CANCELED BY AUTHORITY RECORDED IN BOOK  
233 PAGE 6/15 1978  
THE 15th DAY OF Nov 1978  
H. B. [Signature]  
CHANCERY CLERK

Tennessee  
THE STATE OF MISSISSIPPI,  
Shelby County.

Personally appeared before me Wm. T. Stamps

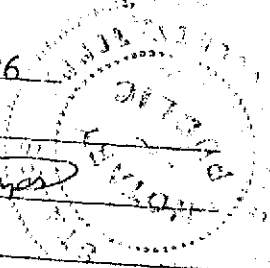
A Notary

Johnson and George Johnson in and for said County, the within named Rebecca  
who acknowledged that they signed and delivered the  
foregoing conveyance on the day and year therein mentioned.

Given under my hand, this 10th day of June 1976

MY COMMISSION EXPIRES SEPT. 27, 1977

W. T. Stamps  
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M.  
17 day of June 1976, and that the same has been recorded in Book 201 Page 243 records of  
Real Estate TID of said County.  
Witness my hand and seal this the 17 day of June 1976  
FEES \$ 3.00 pd.

SEAL H. P. Ferguson CLERK



4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.  
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Barry Bridgforth Realty, Inc.  
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed  
bearing date the May day of 19 75, made and executed by Edward L. Pollan  
of Memphis, Tennessee to Barry Bridgforth Realty, Inc.  
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto  
County, in the State of Mississippi in Realestate Trust Deed Record No. 186 on page 1  
of the Record of Trust Deeds, on the May day of 19 75, 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.

BARRY BRIDGFORTH REALTY, INC.

BY: Barry Bridgforth  
Barry Bridgforth, President

STATE OF MISSISSIPPI, } ss.  
DeSoto County.

Personally came and appeared before me, the undersigned authority a Notary Public  
Barry Bridgforth, President of  
in and for County and State aforesaid, Barry Bridgforth Realty, Inc. who acknowledged that he signed and  
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned. after being duly  
authorized so to do on behalf of said corporation.  
Given under my hand and seal of office this 15th day of June A. D. 19 76

MY COMMISSION EXPIRES:  
8-11-76

Gayle B. Daniels  
Notary Public

Dixie Litho-Southaven 87844

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 10 minutes A. M.  
17 day of June 1976, and that the same has been recorded in Book 201 Page 245 records o  
Real Estate 718 of said County.  
Witness my hand and seal this the 17 day of June 1976  
SEAL H. P. Ferguson CLERK  
FE 2.50 pd.

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4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI,

ss.

DeSoto County,

KNOW ALL MEN BY THESE PRESENTS: That, Barry Bridgforth Realty, Inc.

of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed

bearing date the 19th day of June 1975, made and executed by Rhuel P. Dickinson

and wife, Eugenia K. Dickinson of Memphis, Tennessee, to Barry Bridgforth Realty, Inc.

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

County, in the State of Mississippi, in Real Estate Trust Deed Record No. 176 on page 580

of the Record of Trust Deeds, on the 20th day of June 74 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.

BARRY BRIDGFORTH REALTY, INC.

BY: Barry Bridgforth, President

STATE OF MISSISSIPPI,

ss.

DeSoto County,

Personally came and appeared before me, the undersigned, authority a Notary Public Barry Bridgforth, President of

in and for said County and State aforesaid, Barry Bridgforth Realty, Inc. who acknowledged that he signed and

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned after being duly authorized to do on behalf of said corporation.

Given under my hand and seal of office this 16th day of June A. D. 1976

MY COMMISSION EXPIRES:

2-11-76

Ray G. Daniels

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 10 minutes A. M. 17 day of June 1976, and that the same has been recorded in Book 201 Page 246 rec of said County.

Witness my hand and seal this the 17 day of June 1976

SEAL H. P. Ferguson

FEES \$ 2.50 pd.

# DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between SUZANNE R. KERR

of the first part, hereinafter designated as the Grantor,

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

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

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of  
Thirty thousand and no/100- - - - - DOLLARS  
(\$ 30,000.00 ) evidenced by a promissory note of even date herewith in favor of  
the beneficiary, bearing interest at the rate of ten per centum per annum after  
maturity , providing for the payment of attorney's fees in case of default and being due  
and payable as follows, to-wit:

Due and payable on or before Aug 4, 1976

CANCELLED BY AUTHORITY RECORDED IN BOOK  
202 PAGE 462  
26 DAY OF July 1976  
*W. B. Ferguson*  
CHANCERY CLERK

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

### DE SOTO COUNTY

State of Mississippi, and more particularly described as follows, to-wit: Part of the Southwest Quarter of the Southwest Quarter of Section 34, Township 1, Range 6 West, described as BEGINNING at an iron pin in the southeast corner of the Southwest Quarter of the Southwest Quarter of Section 34, Township 1, Range 6 West; thence with the south line of said Section 34, south 84° 20' West 1,227.7 feet to a point in the east right-of-way of Mississippi State Highway #305; thence with said right-of-way north 2° 40' west 37.7 feet to a concrete post; thence north 35° west 65.05 feet to a concrete post; thence with said right-of-way on a cord of north 4° 23' west 311.9 feet to a concrete post; thence continuing with said right-of-way north 5° 50' west 388.1 feet to an iron pin; thence north 83° 30' east 418 feet to an iron pin; thence north 5° 50' west 209 feet to an old iron pin; thence north 83° 39' east 839.4 feet to an iron pin in the east line of the Southwest Quarter of the Southwest Quarter of Section 34, Township 1, Range 6 West; thence with said east line south 5° 25' west 1,019.5 feet to the BEGINNING, containing 26.52 acres of land as surveyed by Cooper and Cannon, C. E. in March, 1959, all bearings

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

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

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

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

Second. The grantor will at all times during 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 18 th day of March 19 76

*Suzanne R. Keen*

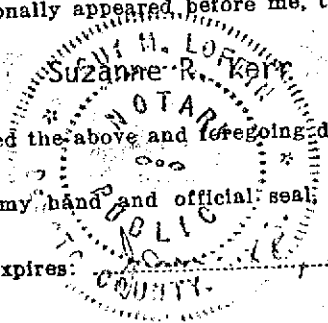
STATE OF MISSISSIPPI,  
COUNTY OF

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 18 th day of March 19 76

My Commission Expires: \_\_\_\_\_



*Henry O. Poffe*  
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. 18 day of June 1976, and that the same has been recorded in Book 201 Page 247 records of said County.  
Witness my hand and seal this the 18 day of June 1976  
FEES \$ 5.00 pd. SEAL *H. P. Ferguson* CLERK

KAY MORRIS

To { DEED OF TRUST

LINDA V. LANDER

THIS INDENTURE, Made this 17TH day of June, 1976 between Kay Morris, Party

and Linda V. Lander, Party, 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 Three Thousand Three Hundred and 00/100

(\$3,300.00), with interest at the rate of 8% per annum, repayable in 37 monthly instalments of \$100.00 each and 1 final instalment of \$39.40, with the first payment being due on July 15, 1976, and each subsequent and succeeding instalment due on the 15th day of each month thereafter, and the final instalment, if not sooner paid, due and payable on August 15, 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 David A. Gustafson, Trustee, the party Y of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ...

Appointment of Successor Trustee of this instrument Recorded in Real Estate Book No. 215 Page 588 This 13 day of July 1976 H. J. Ferguson Clerk

Lot 158, Section A, In Brook Hollow Subdivision on Section 24, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 7, Page 8, in the office of the Chancery Clerk of said County.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Real Estate Trust Deed Book 132, Page 496, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Assignment of this Instrument Recorded In

Real Estate Book

No. 215 Page 588

This the 13 day of July 1976

H. J. Ferguson Clerk

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

Witness my signature the date written above.

Kay Morris

Kay Morris

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me Kay Morris a notary public of said County, the within named 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 17th day of June 1976.

My Commission expires 19-2-79

Mary K. Waller Notary public

STATE OF MISSISSIPPI, DeSOTO COUNTY.

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

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 10 minutes A. M. 18 day of June 1976, and that the same has been recorded in Book 201 Page 250 records of said County.

Witness my hand and seal this the 18 day of June 1976

FEES \$ 2.50 pd.

SEAL H. J. Ferguson CLERK

# DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

ROBERT RUSSELL and wife, MELBA J. RUSSELL,  
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  
ELEVEN THOUSAND ONE HUNDRED TWENTY-THREE AND 40/100 - - - - - DOLLARS  
(\$ 11,123.40 ) evidenced by one (1) promissory note of even date herewith in favor of  
the beneficiary, bearing interest at the rate of ten (10) per centum per ----- annum after  
maturity , providing for the payment of attorney's fees in case of default and being due  
and payable as follows, to-wit:

Sixty (60) equal monthly payments of \$185.39 each, beginning on the  
18th day of July, 1976, with a like payment due and payable on the  
18th day of each and every successive month thereafter until paid  
in full, the 60th and final payment being due and payable on the  
18th day of June, 1981.

**CANCELLED BY AUTHORITY RECORDED IN BOOK**  
226 PAGE 177  
7 DAY OF June 1978  
*J. S. Ferguson*  
CHANCERY CLERK

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

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

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

Lot 1502, Section "E", of Southaven West Subdivision, in Section 22,  
Township 1 South, Range 8 West, (DeSoto County, Mississippi) as per  
revised plat thereof recorded in Plat Book 3, Pages 27 and 28, in  
the Office of the Chancery Clerk of DeSoto County, Mississippi.

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

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

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

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

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

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



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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 17th day of June, 19 76.

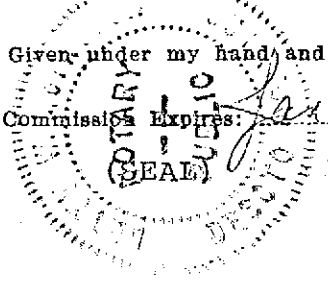
✓ Robert Russell  
Robert Russell  
✓ Melba J. Russell  
Melba J. Russell

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 RUSSELL and wife, who severally acknowledged that they  
MELBA J. RUSSELL,  
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 June, 19 76.

My Commission Expires: Jan 24 1979 Betty St. McIntosh  
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 4 o'clock 10 minutes P. M.  
17 day of June 1976, and that the same has been recorded in Book 201 Page 251 records of  
Real Estate TD of said County.

Witness my hand and seal this the 18 day of June 1976  
FEE \$ 5.00 pd. SEAL H. P. Ferguson CLERK

PREPARED BY:  
SIDNEY M. KATZ, ATTY.  
4041 KNIGHT ARNOLD RD.  
MEMPHIS, TENNESSEE 38115

Fuqua 50027

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 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:

<u>GRANTOR</u>	<u>Date of Instrument</u>	<u>Recorded</u>	<u>Description of Property</u>
John Huland Fuqua Jr. and Wife, Rebecca M. Fuqua	April 20, 1964	Book 75 Page 601	Lot 824, Sec C Southaven in Section 23, Township 1 South, Range 8 West

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 grantor 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 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 APR 27 1976 day of 19

The Bowery Savings Bank  
L. M. Athanaze 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.

My commission expires \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ Notary Public

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

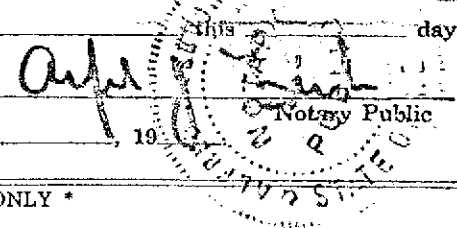
STATE OF NEW YORK  
COUNTY OF NEW YORK

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared L. M. Athanaze with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the DEPUTY MORTGAGE OFFICER of the TIDE BOWERY SAVINGS BANK the within named bargainer, a corporation, and that he as such 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 ALFRED J. LYONAVICH 19  
NOTARY PUBLIC, State of New York  
NO. 01154501457

My commission expires \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
Qualified in Nassau County day of \_\_\_\_\_  
(Term Expires March 30, 1977)



\* 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 40 minutes P M. 17 day of June 1976, and that the same has been recorded in Book 201 Page 254 record of Real Estate 712 of said County.

Witness my hand and seal this the 18 day of June 1976

FEES 2.50 pd.

SEAL H. P. Ferguson CLERK

VA Form 26-5322 (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 TID Book  
No. 295 Page 164  
This the 7 day of April 1983  
A. D. Ferguson Clerk

MISSISSIPPI

# DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 17th day and between

WINFORD R. PENNA and wife MELBA J. PENNA in  
Assignment of this instrument Recorded in  
Real Estate TID Book  
No. 322 Page 740  
This the 4 day of Sept 1982  
A. D. Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK  
675 PAGE 49  
THIS 2 day of Dec 1976  
DAY OF  
W. G. Davis Clerk  
290 CHANCERY CLERK  
7 day of April 1983  
A. D. Ferguson Clerk

WILSON P. BARTON, JR., hereinafter called the Trustee, and  
BOYLE MORTGAGE COMPANY

Assignment of this instrument Recorded in  
Real Est TID Book  
No. 378 Page 261  
This the 6 day of Jan 1986  
having its principal office at  
38117, hereinafter called the  
A. D. Ferguson Clerk

and existing under the laws of the State of Tennessee  
post-office address at P. O. Box 17800, Memphis, Tennessee  
Beneficiary:

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

Lot 47, Section "A", Carriage Hills Subdivision, in Section 23, Township 1 South, Range 8 West, as shown of record in Plat Book 3, Pages 13 and 14, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi.

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

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

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

Borrower covenants and agrees that if on any future date the above described property is declared by appropriate authority to be located in a special flood hazard area, and the Holder of the indebtedness, its successor or assigns, requires flood insurance and same is available under the National Flood Insurance Act of 1968, as amended by the Flood Disaster Act of 1973, and/or subsequent similar legislation, the Borrower will immediately secure and deliver to the Lender a flood insurance policy in an amount not less than the minimum specified by the Lender with the first year premium paid in full. Borrower further agrees that a sum equal to one-twelfth of the annual renewal premium will be paid monthly with the installments of principal and interest according and subject to the provisions and Lenders option contained in subsequent paragraphs hereof governing escrow for taxes, mortgage loan insurance and hazard insurance. Borrower and Lender covenant and agree that the rights of acceleration, remedy and reinstatement as set forth in other paragraphs hereof shall also apply to this covenant.

Borrower covenants that the property described herein is now, or will be within 90 days, occupied as his principal residence.

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

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

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Thirty Thousand and no/100-----Dollars (\$ 30,000.00 ), with interest from date at the rate of eight and One-half per centum ( 8½ %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Boyle Mortgage Company, P. O. Box 17800, in Memphis, Tennessee 38117 , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Thirty & 70/100 Dollars (\$ 230.70 ), commencing on the first day of August , 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 July 2006. ~~xxx~~

*WPH*  
*mg*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Winford R. Penna*  
-----  
WINFORD R. PENNA

*Melba J. Penna*  
-----  
MELBA J. PENNA

STATE OF MISSISSIPPI, }  
COUNTY OF DESOTO } ss:

Personally appeared before me Rose B. Loftis, the undersigned a Notary Public in and for said County, the within named Winford R. Penna and Melba J. Penna, 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 17th day of June, 1976.

*Rose B. Loftis*  
-----  
NOTARY PUBLIC

My Commission Expires April 28, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock no minutes A M.  
18 day of June 1976, and that the same has been recorded in Book 201 Page 255 records  
Real Estate T/D of said County.  
Witness my hand and seal this the 18 day of June 1976  
FEES \$ 5.00 pd. SEAL *H. P. Ferguson* CLERK

RELEASE OF DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS, that the undersigned is the true and lawful holder and owner of that certain indebtedness in the principal sum of \$ 15,400.00 and all interest, evidenced by one negotiable promissory note, as set out in and secured by that certain Deed of Trust bearing date of October 27th 1970, executed by Millard Ray Norris and wife Sandra Alice Norris, to Delta Title Company, Trustee(s), of record in the Register's Office of ~~Tennessee~~ <sup>Mississippi</sup> DeSoto County, in Deed Book 121, page 403, to which reference is made for description of the property conveyed and the indebtedness secured thereby.

And all the indebtedness secured by said Deed of Trust having been fully paid and discharged, The Philadelphia Saving Fund Society hereby releases and discharges the lien of said Deed of Trust aforesaid in full.

This the 28th day of April, 1976

This instrument was prepared by:

Ivyone McGhee  
Ivyone McGhee  
12 South 12th Street  
Philadelphia, Pennsylvania 19107

THE PHILADELPHIA SAVING FUND SOCIETY  
[Signature]  
Assistant Vice President  
[Signature]  
Corporate Secretary

STATE OF PENNSYLVANIA)

) TO-WIT:

CITY OF PHILADELPHIA)

Thomas C. Keiser

Before me, C. A. Whayland, a Notary Public for the City in the State aforesaid,

personally appeared and G. L. Banyai, with whom I am personally acquainted,

and who upon oath acknowledged themselves to be the Assistant Vice President and Secretary, respectively, of The Philadelphia Saving Fund Society, and that he, as such Assistant Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as Assistant Vice President, and that he, G. L. Banyai, as Corporate Secretary attested the same as Corporate Secretary.

WITNESS my hand and official seal at my office in Philadelphia, Pennsylvania on this the 28th day of April, 1976

My commission expires:

[Signature]  
Notary Public

THOMAS C. KEISER  
Notary Public, Philadelphia, Philadelphia Co.  
My Commission Expires March 21, 1977

(Tennessee Form)

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A M. on the 18 day of June 1976, and that the same has been recorded in Book 201 Page 259 records of Desoto T/D of said County.

Witness my hand and seal this the 18 day of June 1976

FEE \$ 2.50 pd.

SEAL [Signature] CLERK

# RELEASE OF DEED OF TRUST

TO THE CLERK OF THE CHANCERY COURT of the \_\_\_\_\_ District of the  
County of DeSOTO in the State of Mississippi:

You are hereby authorized and directed to mark cancelled and satisfied of record the following described  
Deed(s) of Trust executed by Tom Smythe Cooper & wife, Margie Nix Cooper  
to C. Willis Connell, Jr., Trustee

for the benefit of Bank of Clarksdale  
which is (are) recorded in the Records of Deeds of Trust in your office:

One dated the 6th day of May, 19 76, and recorded in Book  
No. 199, at Page 550

The indebtedness secured by said Deed (s) of Trust was never assigned by the undersigned to anyone ~~and was~~  
~~fully paid~~

WITNESS OUR HAND AND SEAL, this the 16th day of June, 19 76

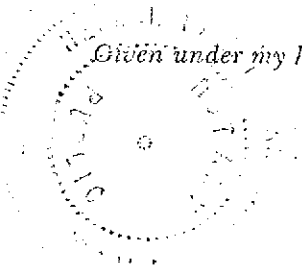
BANK OF CLARKSDALE  
By: Donald L. Moak  
Senior Vice President

STATE OF MISSISSIPPI  
COAHOMA COUNTY

This day personally appeared before me, the undersigned authority in and for the State and County afore-  
said, the within named Donald L. Moak, Senior Vice President

of the Bank of Clarksdale  
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 16th day of June, 19 76



Gene H. Rainey  
Notary Public

My Commission expires 11-10 19 76

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock no minutes A M.  
on 18 day of June 1976, and that the same has been recorded in Book 201 Page 260 records o  
of said County.  
Witness my hand and seal this the 18 day of June 1976  
SEAL H.P. Ferguson  
FEES \$ 2.50 pd.



DEED OF TRUST THIS 16<sup>th</sup> DAY OF Dec. 19 86

H. H. Ferguson  
Chancery Clerk by D. Taylor D.C.

THIS DEED OF TRUST is made this 14th day of June 1976, among the Grantor, Frederick W. Burford and wife, Devoe B. Burford, Security Title Company, National Bank of Commerce, a corporation organized and existing under the laws of Tennessee, whose address is Commerce Square, Memphis, Tennessee

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 7, Section "A", revised, Churchwood Estates Subdivision, in Section 2, Township 2 South, Range 8 West, as shown of record in Plat Book 12, Pages 45 and 46, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi.

Assignment of this Instrument Recorded in Real Estate T 10 Book 203 Page 174 This the 16 day of August 19 76 H. H. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate T 10 Book 203 Page 172 This the 16 day of Aug. 19 76 H. H. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate T 10 Book 203 Page 169 This the 16 day of August 19 76 H. H. Ferguson Clerk

which has the address of 7816 Farnell Drive Horn Lake, Miss. 38637 (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 14, 1976 (herein "Note"), in the principal sum of Thirty Three Thousand Nine Hundred Fifty Dollars 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... Desota... 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 conveyance 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.

*Frederick W. Burford*  
Frederick W. Burford —Borrower  
*Devoe B. Burford*  
Devoe B. Burford —Borrower

STATE OF MISSISSIPPI, DeSoto County ss:

On this 14th day of June, 1976, personally appeared before me, the undersigned authority in and for said County and State, the within named Frederick W. Burford and wife, Devoe B. Burford, 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 April 22, 1978

*Rose B. Loftis*  
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 00 minutes A M. 18 day of June 1976, and that the same has been recorded in Book 201 Page 261 records of Desoto TID of said County.

Witness my hand and seal this the 18 day of June 1976

FEES \$ 5.00 pd.

SEAL *H. H. Ferguson* CLERK

# 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 June, 1976, by and between

RANDALL O'NEILL EDWARDS and wife, TERRY Y. EDWARDS, hereinafter called the Grantor;  
John Land McDavid, hereinafter called the Trustee, and

BAILEY MORTGAGE COMPANY, a corporation organized and existing under the laws of the State of Mississippi, having its principal office and post-office address at 161 E. Amite St., Jackson, Mississippi, hereinafter called the Beneficiary:

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

Lot 62, Section A, HOYTTE AUSTIN LAKE SUBDIVISION, in Section 6, Township 2 South, Range 8 West, as shown on a map or plat thereof recorded in Plat Book 3, Pages 8, 9, and 10, in the office of the Chancery Court Clerk of DeSoto County, Mississippi.

*421 18 362 700 W.B. JOHNSON DS-DC*

Assignment of this Instrument Recorded in  
Real Estate 770 Book  
No. 251 Page 717  
This the 8 day of Nov 1979  
H. L. 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 BAILEY MORTGAGE COMPANY

a corporation organized and existing under the laws of the State of Mississippi, the payment of a certain promissory note of even date herewith in the principal sum of Twenty-five Thousand One Hundred Fifty and No/100-----Dollars (\$ 25,150.00 ), 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 E. Amite Street,

in Jackson, Mississippi or at such other place as the holder may designate, in writing, in monthly installments of One Hundred Ninety-three and 40/100-----Dollars (\$ 193.40 ), commencing on the first day of August, 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 July, 2006.

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

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

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

- (a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:
  - (I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or
  - (II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

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

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

- (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
- (II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (III) interest on the note secured hereby; and
- (IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (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 \_\_\_\_\_ from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the \_\_\_\_\_ time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

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



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

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

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

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

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

*Randall O'Nell Edwards*  
 RANDALL O'NELL EDWARDS

*Terry Y. Edwards*  
 TERRY Y. EDWARDS

STATE OF MISSISSIPPI,  
 COUNTY OF DESOTO

} ss:

Personally appeared before me I, the undersigned Lee V. Hamberlin  
 in and for the said County, the within named Randall O'Nell Edwards and  
 Terry Y. Edwards, 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 June, 1976

My Commission Expires: 12/5/78

*Lee V. Hamberlin*  
 Lee V. Hamberlin

STATE OF MISSISSIPPI

} ss:

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 June 1976, and that the same has been recorded in Book 201 Page 265 records of Desoto County of said County.

Witness my hand and seal this the 18 day of June 1976

FEES \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

Clerk of the Court of Chancery

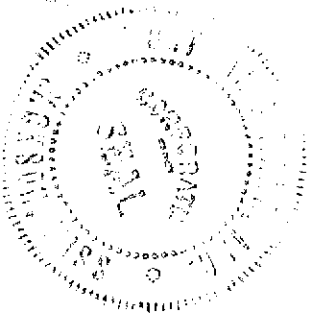
*Lee V. Hamberlin*

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 Rogco Building Corporation to Rowan H. Taylor, Trustee, Wortman & Mann, Inc. and recorded in Book 197 at Pages 537 of the Records of Deeds or Deeds of Trust in your office.

Witness my signature, this the 14th day of June, 1976.



WORTMAN & MANN, INC.

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

STATE OF MISSISSIPPI
COUNTY OF HINDS

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

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



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 10 o'clock 00 minutes A.M. 18 day of June 1976, and that the same has been recorded in Book 201 Page 268 rec. of said County.
Witness my hand and seal this the 18 day of June 1976
FEES \$ 2.50 pd.
SEAL H.P. Ferguson CLERK



~~Not Satisfied and Cancelled~~  
This 5th day of Jan 1972  
W. H. [unclear]  
By B. F. [unclear]  
[unclear]  
Clerk

DEED OF TRUST  
LAND

THIS INDENTURE, this day made and entered into between Jessie Massey and his wife, Emma Massey, Parties

of the first part, hereinafter designated as the Grantor, F. C. Holmes, Jr., of Hernando, Mississippi, Trustee, of the second part, hereinafter designated as Trustee, and  
The Hernando Bank, Hernando, Mississippi, Party of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of  
----- Six Thousand Dollars and no/100----- DOLLARS

(\$ \$6,000.00 ) evidenced by their promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of Ten per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Said \$6,000.00 is evidenced by the one joint note of the Grantors for said amount and is due and payable in three annual installments of principal of \$2,000.00 each, with one of said installments due on or before December 5 of each of the years 1976, 1977, and 1978, respectively, until paid, and with each of said installments bearing ten (10) percent interest per annum from date until paid, said interest being payable annually on the unpaid principal balance, and said interest being due and payable at time of payment of principal installment.

Partial Release of this Instrument Recorded in  
Real Estate 710 Book  
No 207 Page 266  
This 5th day of Jan 1972  
W. H. Ferguson Clerk

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 lands~~ situated in the County of DeSoto,

State of Mississippi, and more particularly described as follows, to-wit:  
40 acres, situated in the Northeast Quarter of Section Thirty Four (34), Township Two (2), Range Seven (7) West, and more particularly described as follows, to-wit:

The North 66-2/3 acres of the East One/Third of said Section 34, BUT LESS AND EXCEPT THEREFROM 23-1/3 acres in a strip of equal width off of the West side thereof, and leaving 43-1/3 acres, BUT LESS AND EXCEPT THEREFROM 1 acre conveyed to Troy Taylor, Jr. and wife, by deed of record in Book 94, Page 98, and 1/2 acre conveyed to Brights Water Association by deed of record in Book 96, Page 265, and 1 acre conveyed to Jessie Jones and wife by deed of record in Book 97, Page 508, and 1 acre conveyed to A. C. Thornton and wife by deed of record in Book 97, Page 552, all in the Deed Records of DeSoto County, Mississippi, and with full reference being now made to all of said deeds for complete metes and bounds descriptions of said excepted lands.

Grantor warrants that this deed of trust is a first and paramount lien against said lands.