

DEED OF TRUST

THIS INDENTURE, this day made and entered into between MS. EARLINE D. CLEVELAND

AND MS. SUE CLEVELAND WIGGINGS MOTHER & DAUGHTER

hereinafter designated as GRANTOR; MR PERRY YEOMAN

Trustee, hereinafter designated as TRUSTEE; and FIRST FAMILY FINANCIAL SERVICES, INC.

407 WEST MAIN ST SENATOBIA, MS 38668

hereinafter, together with Assignees, designated as Beneficiary,

WITNESSETH: THAT WHEREAS, Grantor is indebted to the Beneficiary in the sum of \$ 11485.20

before addition of precomputed charges, evidenced by a promissory note of even date herewith payable to the order of Beneficiary bearing interest at the rate specified therein, being payable in monthly installments with the final installment being due on the 21st day of January, 19 2105, (the "Note") and which note authorizes the acceleration of the indebtedness if any installment be not paid when due.

NOW THEREFORE, Grantor being desirous of securing payment of said indebtedness when due does hereby convey and warrant to the said Trustee the following described property situated in the County of DESOTO and State of Mississippi, to-wit:

The following lands containing 117.58 acres, more or less, and being located and situated in Section 28, Township 3, Range 7 West, DeSoto County, Mississippi, to-wit:

The west fifty acres of the north one hundred acres of the southeast quarter of Section twenty-eight (28), Township three (3), Range seven (7) west, and being the west 50 acres of the 100 acre tract of land conveyed to Malcolm Baxter by Mrs. Mildred Banks by warranty deed of date November 17, 1941. This is the same land conveyed by Malcolm Baxter to George N. Cleveland in Deed Book 32 at Page 374 and dated May 20, 1946.

Sixty (60) Acres, the South part of the Southeast Quarter of Section Twenty-eight (28), Township Three (3), Range Seven (7) West, as conveyed by W. A. Leudigale to George N. Cleveland in Deed Book 35 at Page 359 on December 23, 1947.

The West 50 acres of the South 100 acres of the Northeast Quarter of Section 28, Township 3, range 7 West, in DeSoto County, Mississippi, and being part of the same land conveyed to John Cleveland by Lorenzo Meriweather. Being the same land recorded in Deed Book 36 at Page 112 as conveyed by John Cleveland to George Cleveland on February 14, 1949.

LESS AND EXCEPT the following conveyances as recorded in the Chancery Court records of DeSoto County, Mississippi, to-wit:
Deed Book 35 at Page 358
Deed Book 224 At Page 367
Deed Book 224 at Page 404
Deed Book 225 at Page 547
Deed Book 226 at Page 725

CANCELLED BY AUTHORITY, RECORDED IN BOOK 978 PAGE 578

THIS 13 DAY OF March, 19 98.
W. E. Davis

CHANCERY CLERK, DeSoto County, Mississippi

STATE MS. - DESOTO CO. FILED

JAN 19 1 20 PM '93

RECORDED 1-25-93
DEED BOOK 621
PAGE 122
W.E. DAVIS CH. CLK.

It is agreed and understood that Grantor will pay all taxes and other liens on said property as same fall due, and will effect and maintain insurance on any building located on said property in the sum of not less than the amount of the indebtedness secured hereby, with loss payable clause in favor of Beneficiary as his interest may appear, failing in which, Beneficiary may, at his option, effect and maintain such insurance, pay all past due taxes and/or other prior liens, and any sum of money so paid out by him on insurance, taxes or past due liens that prime this instrument, shall become and be a part of the indebtedness herein secured, and may be declared immediately due and become a default hereunder the same as though it was the principal indebtedness.

IN TRUST, if at any time any part of said indebtedness or any interest thereon shall be past due and unpaid, or other default made, Beneficiary may declare all of said indebtedness secured hereby immediately due, and Trustee shall, on demand of Beneficiary, proceed to sell said property on any secular day, at the Court House door of Desoto County, Mississippi, at public outcry to the highest bidder for cash, within legal hours, after giving notice of the time, place and terms of sale as provided by law, and out of the proceeds of said sale Trustee shall first pay all expenses of conducting the sale and of executing the trust herein, next the amount of indebtedness remaining unpaid, whether or not all be then due, and the balance of the proceeds, if any, shall be paid to the undersigned. Trustee herein shall have the option of selling personal property covered hereby at the Court House door as set out herein or at the location of said personal property and also the option of obtaining possession of such personalty after default hereunder either before or after proceeding with and/or consummation of sale hereunder. Beneficiary shall have the same right to purchase the property at the foreclosure sale as would a purchaser who is not a party to this Deed of Trust.

It is hereby agreed that Beneficiary may, at his pleasure, appoint in writing another Trustee in the place of the one herein named or for any substitute Trustee, and who, when so appointed, shall have all the powers and duties as are conferred upon the Trustee herein named.

It is agreed by Grantor that this deed of trust is to secure the payment of any and all other indebtednesses of Grantor to Beneficiary that now exists, or that might arise during the ensuing five years from the date hereof.

Witness Our signatureS this 15th day of January, A.D. 1993

Earline D Cleveland
MS EARLINE D. CLEVELAND

Sue Cleveland Wiggins
MS SUE CLEVELAND WIGGINGS

STATE OF MISSISSIPPI
COUNTY OF TATE

Before me the undersigned authority in and for above said county and state, this day personally appeared MS. EARLINE D. CLEVELAND & MS SUE CLEVELAND WIGGINGS

who in my presence acknowledged that they signed and delivered the above and foregoing instrument on the day, month and year therein shown as their own act and deed and for all purposes therein stated.

Witness my signature and the seal of my office on this the 15th day of January, 19 93

George Woodcock
TATE
County, Miss.

My Commission Expires:

My Commission Expires Feb. 28, 1995

172 555
RE-16-MTG. MISS. (8/87)

21st July 95
W. E. Davis by: P. Starkey