

VA Form 26-6322 (Home Loan)
Revised January 1974. Use Op-
tional Section 1810, Title 38,
U.S.C. Acceptable to Federal
National Mortgage Association
(Amended May, 1989)

MISSISSIPPI

This Instrument Prepared By:

Marcia K. Parks
97 Stateline Road East, Suite
Southaven, Mississippi 38671

3720

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 30th day of July, 19 93
by and between

Larry A. Gary and wife, Brenda F. Gary

CANCELLED BY AUTHORITY, RECORDED IN BOOK
1446 PAGE 635
THIS 18th DAY OF Jan 2003
W.E. Davis

CHANCERY CLERK by P. Stanley

hereinafter called the Grantor; Thomas F. Baker, IV
, hereinafter called the Trustee, and
First Tennessee Bank National Association

and existing under the laws of the State of United States Of , a corporation organized
post-office address at P. O. Box 1000, Dept. 47, Memphis, TN 38148 , having its principal office and
Beneficiary: , hereinafter called the

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

Lot 105, Summerwood Subdivision, Part IV, in Section 22, Township 1 South,
Range 7 West, DeSoto County, Mississippi, as per Plat thereof recorded in Plat
Book 22, Pages 33-36, in the Office of the Chancery Clerk of DeSoto County,
Mississippi.

Brenda F. Gary joins in this instrument to convey any homestead rights she
may have in the property.

STATE MS.-DESOTO CO. BC
FILED BC

AUG 4 8 31 AM '93

Bank United
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN
Real Estate TID BOOK.
NO. 897 PAGE 707
THIS THE 1th DAY OF April 19 97.
W.E. Davis
CHANCERY CLERK
by P. Stanley

BK 652 PG 575
W.E. DAVIS, CH. CLK.
by B. Cleveland

THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

SEE RIDER ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

Initials WJ Initials TS
together with all buildings and improvements thereon or that may hereafter be erected 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;

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

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

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

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

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

Larry A. Gary
.....
Larry A. Gary
Brenda F. Gary
.....
Brenda F. Gary
.....
.....

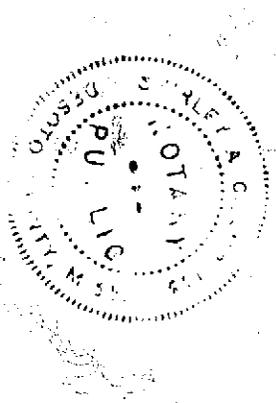
STATE OF Mississippi }
COUNTY OF DESOTO }ss:

PERSONALLY came and appeared before me, the undersigned authority in and for the said county and state, on this 30th day of July, 1993, within my jurisdiction, the within named Larry A. Gary* who acknowledged that he executed and delivered the above and foregoing instrument on the day and year therein mentioned.

*and wife, Brenda F. Gary,

Spivey A. Hamilton
.....
NOTARY PUBLIC

My Commission Expires: ~~November 28, 1994~~
5-5-95



This rider is made this 30th day of July, 1993 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Grantor") to secure Grantor's Note to First Tennessee Bank National Association (the "Grantee") of the same date (the "Note") and covering the property described in the Security Instrument and located at 8180 Oakleaf Circle, Olive Branch, MS 38654 (the "Property Address").

AMENDMENT: In addition to the covenants and agreements made in the Security Instrument, Grantor and Grantee further covenant and agree to the following amendment:

"This Loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to section 1814 of Chapter 37, title 38, United States Code."

- a. Funding Fee. "A fee equal to one-half of 1 percent of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Secretary of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 1829 (b)."
- b. Processing Charge. "Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which section 1814 of Chapter 37, title 38, United States Code applies."
- c. Indemnity Liability. "If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument."

IN WITNESS WHEREOF, Larry A. Gary* has set his hand and seal this day and year first aforesaid.

*and wife, Brenda F. Gary,

Larry A. Gary
Larry A. Gary

Brenda F. Gary
Brenda F. Gary

Signed, sealed and delivered
in the presence of

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me Shirley A. Chambliss, the undersigned Notary Public in and for said County, the within named Larry A. Gary* who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

*and wife, Brenda F. Gary
Given under my hand and seal this 30th day of July, 1993.

My Commission Expires:

~~November 28, 1994~~
5-5-95

Shirley A. Chambliss
~~Patricia M. Sautter~~, Notary Public
Shirley A. Chambliss
LOAN #: 625715

