

Irma Hosney

BOOK 671 PAGE 389

To the Chancery Clerk of DeSoto County, Mississippi.

The attached Security Agreement is filed as a UCC Financing Statement under Mississippi Code 75-9-402(1)&(5).

This is a "fixture filing" and should be recorded in the appropriate real estate records. A description of the real estate involved:

- (X) can be found at Deed Book 77 Page 193 .
- (X) is attached.

Legal description of property where located.

Lot 405, Section B, Southaven Subdivision, Section 23, Township 1 South, Range 8 West in the City of Southaven, DeSoto County, Mississippi, as shown by the plat appearing of record in Plat Book 2, Pages 14, 15 & 16, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

CANCELLED BY AUTHORITY, RECORDED IN BOOK

1353 PAGE 638
THIS 11 DAY OF July, 2001
W E Adams

CHANCERY CLERK

[Signature]

DESOTO COUNTY
HERNANDON, MISS.

73-11-93

NOV 10 12 19 PM '93

RECEIVED & FILED
W.E. DAVIS
CHANCERY CLERK
7/11

Recorded in Real Estate Trust Deed Book 671 Page 389.



MISSISSIPPI VALLEY GAS COMPANY

7977 Hwy. 51 N.
 ADDRESS
 Southaven MS 38671
 CITY STATE COUNTY ZIP
 A: BUYERS NAME Hosney, Irma
 STREET 1388 Moss Point
 Southaven MS 38671
 CITY STATE COUNTY ZIP

TO BE COMPLETED BY MVG

ACCOUNT NUMBER		DATE	
100 8533		10 20 93	
TC	OP	CARD	TOWN
45	1	25	10000
TYPE		CLASS	
88		1	
SALES MAN <u>B. Becklin</u> EMP. NO. <u>59</u>			
CREDIT APPROVAL CODE <u>21931303</u> DATE <u>10-19-93</u>			

This Agreement establishes the terms under which the undersigned Buyer will purchase from the named Seller/Installer certain equipment and Mississippi Valley Gas Company (hereinafter referred to as "Company") will advance, and pay in full, costs of such equipment to Seller/Installer and allow Buyer to reimburse Company such costs on an installment basis. The parties agree as follows:

B: EQUIPMENT DESCRIPTION AND COST

QUANTITY	DESCRIPTION	AMOUNT
1	Trane Gas Furnace	699.00
1	Trane 3ton cond.	899.00
1	Trane 3ton Acoil	269.00
1	Trane thermostat	39.00
1	city permit	40.00
1	gas piping + vent mat.	1150.00
INSTALLATION		4750.00
SUB-TOTAL		2536.00

D: TERMS OF PAYMENT

DESCRIPTION	AMOUNT
1. ITEMIZATION OF AMOUNT FINANCED A. (SUB-TOTAL AT LEFT)	2536.00
B. SALES TAX @ 7%	177.52
C. CASH PRICE	2713.52
D. CASH DOWN PAYMENT	0.00
E. UNPAID BALANCE OF CASH PRICE	2713.52
F. SECURITY INTEREST RECORDING FEE	21.50
G. AMOUNT FINANCED - THE AMOUNT OF CREDIT PROVIDED TO YOU OR ON YOUR BEHALF	2735.02
H. FINANCE CHARGE - THE DOLLAR AMOUNT THE CREDIT WILL COST YOU	73.148
I. TOTAL OF PAYMENTS - THE AMOUNT YOU WILL HAVE PAID AFTER YOU HAVE MADE ALL PAYMENTS AS SCHEDULED	3466.50
J. TOTAL SALE PRICE - THE TOTAL COST OF YOUR PURCHASE ON CREDIT, INCLUDING YOUR DOWN PAYMENT OF \$ 0.00	3466.50
K. ANNUAL PERCENTAGE RATE - THE COST OF YOUR CREDIT AS A YEARLY RATE	9.75%

FOR OFFICE USE ONLY
 Salesman Becklin
 Address 1388 Moss Point Industrial Dr. #3
 City Southaven MS 38671

Approved By: [Signature] Date: 10-20-93
 Approved By: [Signature] Date: 10-21-93
 Approved By: [Signature] Date: 10-21-93

DESCRIPTION CODE	TOTAL NUMBER OF PAYMENTS	PAYMENTS BEGIN DATE	FINANCE CHARGE	MONTHLY PAYMENT
6 1	60	11 15 93	73.148	57.78

BUYER AGREES TO PAY THE "TOTAL OF PAYMENTS" SHOWN ABOVE IN 60 MONTHLY INSTALLMENTS AS FOLLOWS: 59 PAYMENTS OF \$ 57.78 AND A FINAL PAYMENT OF \$ 57.78, THE FIRST INSTALLMENT BEING PAYABLE ON THE DATE OF THE BUYER'S FIRST REGULAR MONTHLY GAS BILL AFTER THE DATE OF THIS CONTRACT AND SUBSEQUENT PAYMENTS DUE VIA SUBSEQUENT AND CONSECUTIVE GAS SERVICE BILLS UNTIL PAID IN FULL.

The Parties further agree that the terms and conditions on the reverse side hereof shall govern this contract.

BUYER: Irma L. Hosney BY: Ernest Chandler MISSISSIPPI VALLEY GAS COMPANY
 S.S. # 9745 TITLE: owner BY: [Signature]
 DATE: 10-18-93 DATE: 10-19-93 DATE: 10-21-93
 CO-BUYER: _____ DATE: _____
 S.S. # _____ LOCAL OFFICE COPY
 DATE: _____

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION

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Seller/Installer shall invoice Company the amount identified in Section C of the contract. Company will not pay sales tax on Seller/Installer's behalf and any sales tax due shall be paid directly by Seller/Installer to the Mississippi State Tax Commission.

It is agreed that equipment and installation warranties, if any, are offered by the Seller/Installer and not by Company, and all such matters shall be addressed directly between the Buyer and the Seller/Installer. Buyer and Seller/Installer hereby release Company from any liability related to the sale, installation or the associated warranties.

1. Buyer hereby grants to Company a purchase money security interest under the Mississippi Uniform Commercial Code to secure the payment of the indebtedness evidenced above, and Buyer's performance of the items provided here in and to the equipment and the proceeds thereof. Buyer hereby assigns to Company monies payable under any property insurance required herein, including returned or unearned premiums, and Company is hereby authorized to receive and collect same, or settle any claim with respect thereto. Buyer further agrees that Company shall have the right to set off said balance against any funds due Buyer from Company should Buyer be in default hereunder.

2. **IT IS AGREED THAT THE EQUIPMENT SHALL REMAIN PERSONAL PROPERTY NOTWITHSTANDING THE MODE OF ITS ATTACHMENT TO REALTY OR OTHER PROPERTY.** This Security Agreement may cover goods that are to become fixtures and is to be filed for record in the real estate records. A copy of this Security Agreement may be filed in lieu of a UCC-1 Financing Statement pursuant to MCA 75-9-402(1)(5). Company and Seller/Installer claim a security interest in the equipment only and disclaim any related security interest in Buyer's principal dwelling unless a right of recision is given as required by law.

3. Buyer warrants and represents that Buyer is a residential or commercial customer of Company receiving gas service and holding legal title to the real property at the address where the equipment is installed. Buyer agrees that the equipment shall not be removed from the location where originally installed without Company's written consent. In the event the real property upon which the above described equipment is installed, is sold or otherwise transferred by Buyer to another person or entity, the Company shall be entitled to the immediate payment of the principal balance of indebtedness outstanding at the time of such sale or transfer. Buyer shall be considered in default if such balance is not paid within 30 days of such transfer. Buyer shall keep equipment in good repair and condition and insured against all perils.

4. Should the Buyer default in the payment of any installment hereunder for as long as 30 days after the same is due and payable, the Company may, at its option, declare all remaining installments immediately due and owing and may enforce collection in any lawful manner. As an additional remedy, and without impairing any other remedy it may have, the Company may enter upon Buyer's premises in any lawful manner and repossess any of said property for which payments are in default, and may sell the same at public or private sale or may retain the same in satisfaction of the debt. The proceeds of any such sale shall be applied first to the cost of repossession and sale, then to the balance due under this Contract, and the remainder, if any, shall be paid to Buyer.

5. In case of any default, the Buyer agrees to pay interest from the date of default at the annual percentage rate stated in the Contract, and all costs of collection, including a reasonable attorney's fee, whether or not suit is instituted. Presentment for payment, demand, notice of dishonor, protest, notice of protest, and any homestead or personal-property exemption addressed by the laws of any state, are hereby waived by the Buyer. Failure by the holder hereof to exercise any option granted it hereunder, shall not constitute a waiver of future rights.

6. The entire agreement between the Buyer and Company is provided herein and any representations, warranties or agreements not contained herein, shall not obligate Company in any way. This agreement shall apply and be binding upon Buyer, his heirs, personal representatives, successors and assigns, but may not be assigned by Buyer without the written consent of Company. The Buyer has the right at any time to pay in advance the unpaid balance due under this Contract, and shall be entitled to adjustments for finance charges not yet accrued.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT, OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO AN EXACT COPY OF THIS CONTRACT YOU SIGN.

BUYER ACKNOWLEDGES THAT BEFORE SIGNING, THE CONTRACT WAS COMPLETE AND ALL BLANKS WERE COMPLETELY FILLED IN. BUYER AUTHORIZES COMPANY TO CHECK HIS/HER CREDIT AND EMPLOYMENT HISTORY.