

THIS INDENTURE, made by and between LLOYD ALLEN CHISM and wife, KAY CHISM,

party of the first part; THOMAS F. BAKER, IV party of the second part, as Trustee; and
FIRST TENNESSEE BANK NATIONAL ASSOCIATION

party of the third part, WITNESSETH:

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness 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 5, Country Oaks Estates Subdivision, located in Section 28, Township 1 South, Range 7 West, DeSoto County, Mississippi, as shown by plat appearing of record in Plat Book 20, Pages 1-4, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

The above described property is the same property conveyed to Lloyd Allen Chism and wife, Dorothy Jo Chism, by Warranty Deed of record in Book 156, Page 247, in the Office of the Chancery Clerk of DeSoto County, Mississippi. Lloyd Allen Chism covenants and warrants that he and Dorothy Jo Chism were legally married prior to the time they acquired the above property and that their marriage continued uninterrupted until the death of Dorothy Jo Chism on or about 12/28, 1992.

(See attached Rider for additional provisions.)

STATE MS.-DESOTO CO. FILED 83 83

DEC 28 12 39 PM '93

BK 681 PG 127
FILED IN CLERK'S OFFICE
BY B. Cleveland

This conveyance is made in trust, however, to secure the payment of \$ 55,000.00, evidenced by the following promissory notes of even date herewith: one note of even date herewith executed by the party of the first part, payable to the order of FIRST TENNESSEE BANK NATIONAL ASSOCIATION, Memphis, Tennessee, in the original principal amount of \$55,000.00, which note provides for monthly payments of principal and interest commencing JANUARY 30, 1994, with a final maturity of 12/20/01.

CANCELLED BY AUTHORITY, RECORDED IN BOOK

1417 PAGE 650
THIS 29th DAY OF May, 2001

W. C. Davis
CHANCERY CLERK
Jay P. Starkey

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 20th day of December, 1993

Lloyd Allen Chism
Lloyd Allen Chism
Kay Chism
Kay Chism

STATE OF TENNESSEE
COUNTY OF SHELBY } ss.

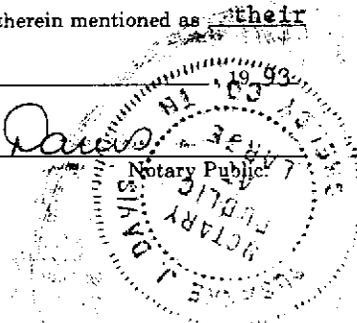
Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named
Lloyd Allen Chism and wife, Kay Chism,

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

Given under my hand and seal this the 20th day of December

My Commission expires: Oct. 21, 1997

Suzanne J. Davis



Grantor's Mailing Address
7125 Country Oaks Drive
Southaven, MS 38671

This instrument prepared by:
Michael A. Fearnley, Attorney
6363 Poplar - Suite 108
Memphis, TN 38119
901-685-2500

Compliments of
Mid-South Title Insurance Corporation
One Commerce Square
Memphis, Tennessee

TRUST DEED

FROM

TO

FOR THE USE OF _____ Trustee

STATE OF MISSISSIPPI
County of _____ } ss.

I, _____ Clerk

of the Chancery Court and ex-officio Recorder
for the County and State aforesaid, do hereby
certify that the within instrument of writing
was filed for record in my office on the _____
day of _____ A.D. 19____
at _____ o'clock _____ M., and has been this day
duly recorded in Trust Deed Record _____
Page _____

WITNESS my hand and official seal, this
_____ day of _____ 19____

Clerk.

TITLE INSURANCE is the only guaranteed
protection against real estate title losses.

RIDER

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

If without the prior written consent of the party of the third part, the party of the first part or any of the party of the first part's successors in title should convey the subject property, or any interest therein, to any other party, 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 by any means other than inheritance or devise, the entire principal balance of the indebtednesses and obligations secured hereby, together with interest accrued thereon, shall, at the absolute option of the Beneficiary, be and become immediately due and payable for all purposes.