

Noel G. Holcomb

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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 241 Page 245.

(X) is attached

Legal description of property where located.

Lot 222, Section "C", Twin Lakes Subdivision, in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, as shown by the plat appearing of record in Plat Book 8, Pages 41-43 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

RCORDED IN REAL ESTATE TRUST DEED
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CANCELLED BY AUTHORITY, RECORDED IN BOOK

1353 PAGE 632
THIS 11 DAY OF July, 2001
W E Davis

CHANCERY CLERK

J S Cleveland CC

DE SOTO COUNTY
HERNAND, MISS.

106-1-94

JAN 18 3 45 PM 1994

RECEIVED & FILED
W. E. DAVIS
CHANCERY CLERK

SALES TICKET AND SECURITY AGREEMENT DATA PROCESSING - GENERAL ACCOUNTING

FORM 99-8760 REV 110-911

SALES TICKET NO. 198283 (CO. 26-02)



MISSISSIPPI VALLEY GAS COMPANY

7977 No. Hwy 51
 Southaven, MS 17, 38671
 BUYER'S NAMES: Holcomb, Noel G.
 STREET: 5720 Patricia Drive
 CITY: Walls, MS 17, 38680
 ACCEPTED: MISSISSIPPI VALLEY GAS COMPANY
 CREDIT NO: 302931304 DATE: 12/28/93
 SALESMAN: O. Williams EMP. NO: 5798

ACCOUNT NUMBER: 100 2105 2 DATE: 12 30 93

TC: 47 OP: 1 C.A.D.: 10000 TYPE: 28 CLASS: 6

- 45-1 SALE
- 45-2 COMPLETE RETURN
- 45-3 PARTIAL RETURN OR CREDIT
- 45-4 DEBIT ADJ.
- 18 INSTALLMENT SALE
- 19 REGULAR CHARGE SALE
- 28 INSTALLMENT SALE ELECTRIC WATER HEATER REPLACEMENT
- 29 INSTALLMENT SALE TOTAL ELECTRIC CONVERSION
- 30 INSTALLMENT SALE PROPANE CONVERSION
- 1 RETAIL NEW SALE
- 2 WHSL NEW SALE
- 3 RETAIL GAS/RPL
- 4 RETAIL ELE/RPL
- 5 WHSL GAS/RPL
- 6 WHSL ELE/RPL

QUANTITY	TAG NUMBER	MATERIAL	DESCRIPTION	SERIAL NO	AMOUNT
1		67 9944 05 RUDD PH40-EM SVR		1293A25378	158.00
1		67 9900 01 RELIEF VALVE			4.00
1		60 4436 39 FURCO WHIRLPOOL FWC475828			684.00
		SB67 PEIN-3			
		070400 INSTALLATION			100.00
		070500 INSTALLATION			350.00

INSTALLATION ADDRESS SAME AS ABOVE? YES NO
 ISSUING STOREROOM LOCATION: Southaven
 STREET: _____
 CITY: _____ ZIP: _____
 72 VENDOR NO: _____ DELIVERY VIA: _____
 MATERIALS ISSUED BY: _____ DATE: _____
 MATERIALS RECEIVED BY: _____ DATE: _____

1. ITEMIZATION OF AMOUNT FINANCED	
A. TOTAL OF ABOVE ITEMS	1296.00
B. SALES TAX @ 7%	90.72
C. CASH PRICE	1386.72
D. CASH DOWN PAYMENT	
E. UNPAID BALANCE OF CASH PRICE	1386.72
F. SECURITY INTEREST RECORDING FEE	21.00
2. AMOUNT FINANCED - THE AMOUNT OF CREDIT PROVIDED TO YOU OR ON YOUR BEHALF	1407.72
3. FINANCE CHARGE - THE DOLLAR AMOUNT THE CREDIT WILL COST YOU	
4. SALES TAX ON FINANCE CHARGE	
5. TOTAL OF PAYMENTS - THE AMOUNT YOU WILL HAVE PAID AFTER YOU HAVE MADE ALL PAYMENTS AS SCHEDULED	1407.72
6. TOTAL SALE PRICE - THE TOTAL COST OF YOUR PURCHASE ON CREDIT, INCLUDING YOUR DOWN PAYMENT OF \$	1407.72
ANNUAL PERCENTAGE RATE	NA %

REMARKS OR SPECIAL INSTRUCTIONS TO STOREROOM: ELECTRIC WTR/HTR. CONV.

DESCRIPTION CODE	TOTAL NUMBER OF PAYMENTS	PAYMENTS BEGIN	FINANCE CHARGE INSTALLMENTS	MONTHLY PAYMENT AMOUNT
43	60	1 93		23.46

BUYER AGREES TO PAY THE TOTAL OF PAYMENTS SHOWN ABOVE IN 60 MONTHLY INSTALLMENTS AS FOLLOWS: 59 PAYMENTS OF \$ 23.46 AND A FINAL PAYMENT OF \$ 23.58, 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: Noel G. Holcomb DATE: 1-5-94 SS: 421-60-4259
 MISSISSIPPI VALLEY GAS COMPANY

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION

Buyer purchases from Mississippi Valley Gas Company (Company) the equipment described on the reverse side and agrees to pay Company: (check one box only)

(1) The "Total of Payments" shown on the reverse side hereof in monthly installments in the amount there set out, the first installment being payable 10 days after date of the first installment billing and the remaining monthly installments being due, one in each calendar month thereafter 10 days after date of each subsequent monthly installment billing by Company until paid in full.

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(2) The entire purchase price of \$_____ not later than 30 days after the date of the first statement upon which such charge appears. Failure to pay the amount in full within such time will cause the account to be delinquent. In such case a late charge not to exceed 4% of the delinquent balance may be imposed by Company.

All warranties or guarantees are limited, to the extent allowed by law, to the express terms and conditions of the manufacturer's warranty provided with the equipment.

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 claims a security interest in the equipment only and disclaims any related security interest in Buyer's principal dwelling unless a right of reversion 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.