

DEED OF TRUST

PREPARED BY AND RETURN TO PERSONAL FINANCE CORP. PO BOX 651 OLIVE BRANCH MS 38654  
LENDER: PERSONAL FINANCE CORPORATION 601-895-5556

Lender's Address: 8941 GOODMAN RD PO BOX 651 OLIVE BRANCH MS 38654  
601-895-5556

BORROWER and Address: CHARLES M ANDERSON JR AND WIFE DONNA R ANDERSON  
8545 VALDEN RD HERNANDO MS 38632 601-895-7986

TRUSTEE: FRANK A. RILEY

- (a) Amount of loan before the addition of precomputed charges (Amount Financed) is \$ 5338.59
- (b) The amount of FINANCE CHARGE is \$ 2941.41, being an agreed rate of charge (ANNUAL PERCENTAGE RATE) of 31.14 %.
- (c) The Total of Payments is \$ 8280.00, which is evidenced by a promissory note dated 3/22/94, 19 94.
- (d) The indebtedness is payable in 36 monthly payments. The first payment of \$ 230.00 and 36 equal monthly payments of \$ 230.00 beginning on 5/1/94, 19 94, and continuing on the same day of each successive month thereafter, with the final payment due on 4/1/97, 19 97.

For good consideration, Borrower conveys and warrants to Trustee the following real property situated in DESOTO  
DESOTO County, Mississippi, more particularly described as:

Legal description is attached hereto as Exhibit A and incorporated herein by reference.

To the Chancery Clerk:

For indexing purposes, this property is located in the Southwest Quarter of the Northeast Quarter of Section 9, Township 3 South, Range 6 West, Desoto County, Mississippi.

CANCELLED BY AUTHORITY RECORDED IN BOOK  
791 PAGE 529

THIS 30 DAY OF Oct, 19 95.

W.E. Davis  
CHANCERY CLERK  
By: M.T.D.C.

STATE MS - DESOTO CO.

MAR 24 12 55 PM '94  
J.K. S.K.

BK 696 PG 185  
By J. Kirk D.C.

This conveyance is subject to the following terms:

1. This conveyance is in trust to secure the prompt payment of the Total of Payments, being the amount stated in Item (c) above. If all indebtedness secured hereby shall be promptly paid as and when due, then this conveyance shall be null and void; otherwise, it shall remain in full force and effect.
2. Borrower shall pay all taxes and other charges levied against the property and shall keep the improvements insured by a company authorized to do business in Mississippi, against loss or damage by fire, storm or other hazards in an amount equal to the balance of the indebtedness due the Lender with a standard mortgagee clause in favor of Lender.
3. Borrower will not abandon property or commit waste or allow waste to be committed. Borrower shall make all needed repairs to keep the property in a condition equal to its present status.
4. Upon Borrower's failure to pay prior lien or deed of trust, taxes, insurance premium, or cost of repairs, the Lender may pay the same or make such repairs; and amount thereof will become a part of the debt hereby secured with interest at 10% per annum, payable on demand.
5. Borrower shall be in default upon the happening of any of the following events: (a) Failure to pay as and when due the indebtedness evidenced by the promissory note; (b) Default of any obligation secured hereby or in the performance of any covenant contained herein; (c) If this deed of trust is subordinate to any other deed of trust or lien of any kind, default in the payment of such prior deed of trust or lien; or (d) Upon Lender reasonably deeming itself to be insecure, or (e) Upon the sale of the real property by Borrower.
6. Upon default, Lender may declare the entire unpaid balance secured hereby with interest and other proper charges, immediately due and payable. Trustee shall sell the property and land according to Mississippi Code of 1972, Section 89-1-55. Lender may purchase at such sale. From the proceeds of the sale, Trustee shall pay the cost of advertising and making the sale, including a reasonable attorney's fee and a reasonable Trustee's fee which shall not be less than \$250.00 nor more than 25% of the sale price; second, he shall pay any necessary expenses in protection of the security; third, he shall pay in the order of their maturity all items of indebtedness secured hereby; fourth, the balance shall be paid to the holder of any subordinate deed of trust; and lastly, any balance shall be paid to the Borrower.
7. Lender may appoint another person to act as Trustee herein, and such Substituted Trustee shall have all authority and powers invested in the original Trustee.
8. Any waiver by Lender of any default shall not operate as a waiver of any other default or the same default on a future occasion.
9. The term "Borrower" shall mean all persons signing below, each of whom shall be jointly and severally liable hereunder.
10. This deed of trust is an extension and renewal, and not a cancellation, of that certain deed of trust dated \_\_\_\_\_, recorded in Book \_\_\_\_\_, at Page \_\_\_\_\_, of record in the office of the Chancery Clerk of \_\_\_\_\_ County, at \_\_\_\_\_, Mississippi, and the lien created by said deed of trust shall remain in full force and effect until the note secured is paid in full.

I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS DEED OF TRUST.

WITNESS our signatures this the 22ND day of MARCH, 19 94.

WITNESS [Signature]

Charles M Anderson Jr  
BORROWER

WITNESS

Donna R Anderson  
BORROWER

BORROWER

STATE OF MISSISSIPPI  
COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for the aforesaid county and state, the within named Charles M Anderson Jr and wife Donna R Anderson who acknowledged that they signed and delivered the foregoing instrument on the date and year therein mentioned.

Witness my hand and seal of office this 22nd day of March, 19 94

My commission expires: 8/13/97

James Sullivan  
NOTARY PUBLIC

PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH,  
RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY  
DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT A POINT ON THE CENTERLINE OF VAIDEN ROAD A DISTANCE OF  
2656 FEET WEST OF A POINT COMMONLY ACCEPTED AS THE NORTHEAST CORNER OF  
SAID QUARTER SECTION; THENCE RUN SOUTH 01 DEGREES 40 MINUTES 00 SECONDS  
WEST A DISTANCE OF 1644.00 FEET TO A 24 INCH OAK TREE, SAID POINT BEING THE  
POINT OF BEGINNING; THENCE RUN SOUTH 88 DEGREES 20 MINUTES 00 SECONDS EAST  
A DISTANCE OF 417.42 TO A POINT; THENCE RUN SOUTH 01 DEGREES 40 MINUTES 00  
SECONDS WEST A DISTANCE OF 208.71 FEET TO A POINT; THENCE RUN NORTH 88  
DEGREES 20 MINUTES 00 SECONDS WEST A DISTANCE OF 417.42 FEET TO A HALF-  
INCH STEEL BAR; THENCE RUN NORTH 01 DEGREES 40 MINUTES 00 SECONDS EAST A  
DISTANCE OF 208.71 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.00 ACRES.  
REFERENCE BEARING IS 00 DEGREES 30 MINUTES 32 SECONDS WEST OF TRUE NORTH AS  
DETERMINED BY SOLAR OBSERVATION.

INGRESS/EGRESS EASEMENT: A 50 FOOT WIDE INGRESS/EGRESS EASEMENT ADJOINING AND  
LYING 25 FEET EAST OF AND 25 FEET WEST OF THE BEING DESCRIBED EASEMENT CENTERLINE:  
BEGINNING AT A POINT ON THE CENTERLINE OF VAIDEN ROAD A DISTANCE OF 2656 FEET WEST  
OF A POINT COMMONLY ACCEPTED AS THE NORTHEAST CORNER OF SAID QUARTER SECTION;  
THENCE RUN SOUTH 01 DEGREES 40 MINUTES 00 SECONDS WEST A DISTANCE OF 1852.71  
FEET TO THE END OF SAID EASEMENT.

*Charles M Anderson Jr*  
CHARLES M ANDERSON JR

*Donna R Anderson*  
DONNA R ANDERSON

EXHIBIT A