

PERSONALINE BOOK 704 PAGE 713 DEED OF TRUST

This instrument prepared by: David Moore 8848 Northwest Drive Southaven, MS 38671 (601) 342-1692

TOMMY L COX AND WIFE LEEANNE M COX TO BANK OF MISSISSIPPI SOUTHAVEN In consideration of \$10.00, in hand paid, and other valid consideration, WE convey and warrant to DUDLEY B BRIDGFORTH, JR Trustee, the following described property in DESOTO County, State of Mississippi, to wit:

LOT 1, SOUTH MANOR ESTATES, 1ST REVISION, IN SECTIONS 2 & 3, TOWNSHIP 2 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 36, PAGES 2-3, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

STATE MS.-DESOTO CO. FILED

MAY '6 10 58 AM '94

Handwritten notes: 'This instrument recorded in Plat Book 704 Page 713', 'W.E. Davis Ch. Clk.', 'Chancery Clerk', 'Desoto Co. MS', '76', 'January 29, 1998', 'W.E. Davis', 'Chancery Clerk', 'Desoto Co. MS'.

RECORD OF THIS INSTRUMENT RECORDED IN Plat Book 710

NO. 1061 PAGE 956

THIS THE 7 DAY OF APR, 19 98.

This is the first lien on the above described property except COMMUNITY MORTGAGE CORP. DESOTO CO. MISSISSIPPI FOR THE FOLLOWING PURPOSES:

I. (A) To secure payment of all Personaline indebtedness and all other indebtedness to Bank of Mississippi. Bank of Mississippi, as Beneficiary hereunder, is obligated to lend to the Grantors the sum of THIRTY FIVE THOUSAND AND 00/100 (\$ 35,000.00)

that being the maximum amount of present and/or future indebtedness of Grantors to the Bank secured by this deed of trust with said indebtedness to be incurred from time to time by periodic advances made on or before the 22 day of APRIL 19 99; said date being the maturity date hereof with all indebtedness secured hereunder being due and payable in full on said date. The balance on the indebtedness secured hereunder shall be no more than THIRTY FIVE THOUSAND 00/100 (\$ 35,000.00)

The indebtedness to Bank of Mississippi is evidenced by that certain Personaline Agreement (hereinafter Agreement) of even date herewith the payment of which the Grantors agree to and hereby secure by execution of the Deed of Trust together with all interest which may accrue on the indebtedness and any renewals, modifications, or extensions (hereof, in whole or in part or periodic future advances thereunder and hereinafter agreed to be made to and paid by the Grantors. Payments on said indebtedness shall be in monthly or other installments as set forth in the Agreement and the monthly statement issued thereunder to Grantors.

Said indebtedness bearing interest at a rate as provided in said Agreement together with attorneys' fees and costs as therein provided.

(B) Also any other indebtedness heretofore, now or hereafter contracted with either said bank or the holder of the above described indebtedness by the Grantors herein or either of them whether such other indebtedness be evidenced by note, open account, overdraft or any other manner whatsoever, including also any indebtedness of any Grantor made as joint maker, surety, endorser, or Grantor.

(C) Also any amount paid out or contracted to be paid, by the said bank or the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear 10.00 per cent interest from date made, and due on demand.

(D) Also to secure any renewal or extension of all or any part of any of the above described indebtedness, and the performance and fulfillment of all the obligations, Agreements and covenants of this Deed of Trust and Agreement.

II. The Grantors agree and bind themselves as follows: To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the indebtedness secured hereby and in the said Agreement; to pay all expenses and costs in any way incident to this trust deed; to keep said property free from all tax liens of every kind; to keep the improvements thereon in reasonable repair and not permit waste of said property; to keep the improvements thereon fully insured with properly authorized insurance companies against loss by tornado and fire, payable in the event of loss to the owner or owners of said indebtedness, as their interest may appear.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said bank (or the holder of the indebtedness secured by this Deed of Trust) whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said bank or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same may be applied by said bank or the holder of the indebtedness secured by this Deed of Trust and the said Agreement as they deem to their best interest and at their election.

IV. If the Grantor should default in any one or more of the obligations, conditions, and terms of the Personaline agreement and disclosure and this Deed of Trust herein; or if the Grantors default or materially misrepresent matters relating to said indebtedness or the property secured thereby; or if the Grantors fail to meet the terms and conditions of the Personaline agreement and disclosure statement; or if the Grantors act or fail to act in a manner that adversely affects the Bank's secured interest, including but not limited to the Grantors adjudication as bankrupt or insolvent under either the Federal Bankruptcy Laws or State Insolvency Laws, then the Bank or the holder of the indebtedness or any part thereof shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said trustee shall take possession of said property and sell same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and, in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and, in the case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale, the trustee shall pay all the indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this Deed of Trust.

V. The owner, or owners of said indebtedness whether they be the original owner, or owners by assignment, may, whenever they deem fit appoint a Trustee in the place of the one herein named, or any subsequent Trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed Trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointments shall be legal and binding; and any such substituted Trustee shall have all the powers of said original Trustee.

VI. Should the Trustee take possession of the property herein conveyed, such Trustee may without Court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues and profits arising therefrom and in order to effectually carry out this purpose said Trustee or his successors and the beneficiaries under this Deed of Trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the Trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a Trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

VII. If the property secured hereunder shall be transferred, assigned, conveyed, or otherwise encumbered, or if liens are filed against the property and not removed within fifteen (15) days after any such filing during the term of this Deed of Trust or any renewal or extension thereof without first obtaining written consent of the said bank or the holder of said indebtedness, then the Grantors shall be in default under the terms and conditions of this Deed of Trust and Agreement and the unpaid principal of and accrued interest under the Agreement secured by this Deed of Trust shall, at the option of the Bank, immediately become due and payable.

VIII. The said Grantors herein expressly waive the provisions of Section 89-149, Mississippi Code of 1972, recompiled and laws amendatory thereof; and furthermore agree and acknowledge that they will maintain the required minimum balance as set forth in the Personaline Agreement and that failure to do so may be deemed a default under the terms and conditions of this Deed of Trust and the Agreement.

IX. This Deed of trust is given and taken in renewal and extension of a Deed of Trust dated the 22 day of APRIL 19 94 and

recorded in Book _____ page _____ deeds and records DESOTO County, Miss., and is in no way intended to void said Deed of Trust or impair the security thereof.

Witness OUR signatures, this the 22 day of APRIL 19 94

Handwritten signatures of Tommy L Cox and Leeanne M Cox.

STATE OF MISSISSIPPI

Personally appeared before me JUANITA BELL County of DESOTO in and for said county and state the above named TOMMY L COX AND LEEANNE M COX and who acknowledged that they

signed, sealed, and delivered the foregoing Trust Deed on the date named. Given under my hand and seal of office, this 22 day of APRIL 1994

My commission expires

Handwritten signature of Juanita Bell, Notary Public.

STATE OF MISSISSIPPI

I, the undersigned, Clerk of the Chancery Court of _____ County, do hereby certify that the within Trust Deed was filed for record in my office on the _____ day of _____ A.D., 19 _____

at _____ o'clock and _____ M., and that the same together with the certificate of acknowledgment, is now duly recorded in book _____ page _____ of the records of Trust Deed in my office.

Given under my hand and seal of said Court, this the _____ day of _____, 19 _____