

JAMES JUDD

BOOK **732** PAGE **39**

TO: THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI

FROM: MISSISSIPPI VALLEY GAS COMPANY

7977 Hwy 51 North

Southaven, MS. 38671

(Local Office Address)

(601) 393-7083

(Local Office Telephone Number)

DE SOTO COUNTY
HERNANDIA, MISS

88-10-94

Oct 20 3 50 PM '94

RECEIVED & FILED
W. E. DAVIS
CHANCERY CLERK

The attached copy of a Sales Ticket and Security Agreement is filed in lieu of a UCC-1 Financing Statement. This is a "fixture filing" under MCA §75-9-4-2 and should be filed in the appropriate land records. The filing should be indexed as follows:

Lot _____	Lot <u>494</u>	Section _____
Block _____	Subdivision <u>Sec "B"</u>	Township _____
	<u>DeSoto Village</u>	Range _____
		Quarter Section _____

A full legal description of the real estate involved is:

() Attached Deed Book 276 Page 103

OR RECORDED IN REAL ESTATE TRUST DEED BOOK 732 PAGE 31

(x) as follows:

Legal description of property where located

Lot 494, Section "B" South 1/2, DeSoto Village Subdivision, in Section 33 & 34, Township 1 South, Range 8 West, in the City of Horn Lake, DeSoto County, Mississippi, as shown by the plat appearing of record in Plat Book 8, Pages 16-27 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

CANCELLED BY AUTHORITY RECORDED IN BOOK
810 PAGE 380

THIS 16 DAY OF Feb, 1996

W. E. Davis
CHANCERY CLERK

By M. J. O. C.

MISSISSIPPI VALLEY GAS COMPANY
CUSTOMER INFORMATION SYSTEM
INSTALLMENT MERCHANDISE REINSTATEMENT CONTRACT

ACCOUNT NUMBER			
OFFICE	FOLIO	TENANT	SEQ.
1000001157900901			

PURCHASER	James Juel
SERVICE ADDRESS	6140 Devon Cr.
CITY	Hotchkiss, MS 38637

DATE		TC	OP
16	21		
09/14/94		22	24
		4,5	7

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION

ORIGINAL CONTRACT DATA	
SALES TICKET NUMBER	26 4208340
TOTAL OF ABOVE ITEMS	48 3048.00
SALES TAX 07 TAX CODE 56 05	57 213.34
CASH PRICE	64 3261.26
DOWN PAYMENT	26 [REDACTED]
RECORDING FEES	33 21.54
AMOUNT FINANCED	3282.84
FINANCE CHARGES	33 878.00
SALES TAX ON FINANCE CHARGES	45 [REDACTED]
TOTAL OF PAYMENTS	4160.86
TOTAL SALES PRICE (CONTRACT BALANCE)	50 4160.86
NUMBER OF INSTALLMENTS	57 60
MONTHLY PAYMENT AMOUNT	69.33
DESCRIPTION CODE	71 6.1

REINSTATED CONTRACT DATA	
PURCHASER AGREES TO PAY BALANCES SHOWN BELOW.	
MERCHANDISE A/R BALANCE*	2965.81
DOWN PAYMENT BALANCE REINSTATED	40 [REDACTED]
AMOUNT FINANCED	2965.81
FINANCE CHARGES REINSTATED	33 878.45
SALES TAX ON FINANCE CHARGES	[REDACTED]
TOTAL OF PAYMENTS	4019.27
CONTRACT BALANCE REINSTATED	26 4019.27
NUMBER OF INSTALLMENTS REINSTATED	47 57
PAYMENTS BEGIN	30 10/94
FINANCE CHARGE INSTALLMENT	64 158.1
MONTHLY PAYMENT AMOUNT	71 69.29

*THIS FIGURE MUST EQUAL THE MERCHANDISE A/R BALANCE SHOWN ON THE ACCOUNT. THIS BECOMES THE BEGINNING POINT FOR THE REINSTATEMENT.

REMARKS: Released purchaser of original contract and assigned to assignee entire balance of original contract per agreement.

YOUR PAYMENT SCHEDULE WILL BE 57 MONTHLY PAYMENTS OF \$69.29 BEGINNING October, 1994 PLUS A FINAL PAYMENT OF \$69.29 IF YOU PAY OFF EARLY YOU WILL BE ENTITLED TO A REFUND OF A PART OF THE FINANCE CHARGE. SEE REVERSE SIDE OF THIS PAGE FOR ADDITIONAL INFORMATION ABOUT NONPAYMENT, DEFAULT, ANY REQUIRED REPAYMENT IN FULL BEFORE THE SCHEDULED DATE, AND PREPAYMENT REFUNDS.

PURCHASER *James Juel*
I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

COMPLETED BY:	DATE:	APPROVED BY:	DATE:
Mitch Mitchell	9-14-94	[Signature]	9/27/94

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION

The undersigned (herein called Purchaser) purchases from Mississippi Valley Gas Company (herein called Seller) the goods described on the reverse side and agrees to pay to Seller:

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

Purchaser, to secure payment hereof, grants to Seller a security interest in the goods purchased.

Purchaser represents, warrants and agrees as follows:

(1) The equipment or property described shall remain personal property notwithstanding the mode of its attachment to realty or other property and shall not be removed from the location where originally installed without Seller's written consent. Purchaser shall keep equipment in good repair and condition.

(2) In the event Purchaser defaults in any payment, or any other term or condition of this agreement, or terminates his gas service, Seller shall have the right to declare all amounts due or to become due hereunder immediately due and payable, and Seller shall have all the rights and remedies of a Seller under the Uniform Commercial Code of the State of Mississippi, including the right to repossess the goods whenever the same may be found, with free right of entry and removal, and to recondition and sell the same at public or private sale. As to any amount in default under this agreement, the Purchaser expressly agrees to pay all costs of collecting same and of retaking possession of goods including a reasonable attorney's fee and legal expenses and hereby waives as against this debt and security agreement, all right of exemption as to personal property under the laws of this state or any other state or the United States. A waiver by Seller of one or more defaults shall not be considered waiver of any other or subsequent default.

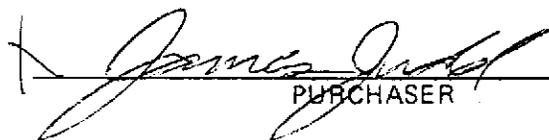
(3) Prepayment in full of the unpaid balance of this obligation will result in a refund of all unbilled finance charge plus the applicable sales tax thereon based upon equal monthly billing of the "Finance Charge" set forth on the reverse side.

(4) All warranties or guarantees are limited to the express terms and conditions of the manufacturer's warranty provided with the goods.

(5) This agreement becomes binding upon Seller only when its terms have been approved and it has been accepted by Seller. Purchaser waives notice of acceptance by Seller. All rights, granted hereunder to the Seller shall inure to the Seller, its successors or assigns. The Seller will not recognize any agreement not included herein.

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.


PURCHASER