



PREPARED BY:  
 HARVEY G. FERGUSON, JR., PRES.  
 TRUSTMARK NATIONAL BANK  
 P O Box 328  
 Hernando, MS 38632  
 601-429-5251

Land Deed of Trust

BOOK 756 PAGE 672

THIS INDENTURE, made and entered into this day by and between \_\_\_\_\_

JOHN HENRY MILLER JR AND DARNELL MILLER

whose address is 500 LARUE DR HERNANDO (City)  
(Street No. or RFD No. and Box)

DESOTO MS, as Grantor (herein designated as "Debtor"), and  
(County) (State)

T. HARRIS COLLIER III

as Trustee, and Trustmark National Bank

HERNANDO, Mississippi as Beneficiary

(herein designated as "Secured Party"), WITNESSETH:

WHEREAS, Debtor is indebted to Secured Party in the full sum of \_\_\_\_\_

Three Hundred Seventy Two Thousand And 00/100

Dollars (\$ 372,000.00 ) evidenced by 1 promissory note of even date herewith in favor of Secured Party, bearing interest from \_\_\_\_\_ DATE \_\_\_\_\_ at the rate specified in the note providing for payment of attorney's fees for collection if not paid according to the terms thereof and being due and payable as set forth below:

DUE AND PAYABLE ON OR BEFORE 370 DAYS.

THIS NOTE PROVIDES FOR OBLIGATORY ADVANCES, REPAYMENTS, AND READVANCES UNDER A REVOLVING LINE OF CREDIT TO THE MAXIMUM AMOUNT OF \$372,000.00, ALL TO BE SECURED BY THIS DEED OF TRUST.

STATE MS.-DESOTO GO.  
 FILED

APR 11 9 26 AM '95

BK 756 PG 672  
 W.E. DAVIS CH. CLK.  
*W.E. Davis*

STATE MS.-DESOTO CO.  
 FILED

APR 3 12 16 PM '95

BK \_\_\_\_\_ PG \_\_\_\_\_  
 W.E. DAVIS CH. CLK.

WHEREAS, Debtor desires to secure prompt payment of (a) the indebtedness described above according to its terms and any extensions thereof, (b) any additional and future advances with interest thereon which Secured Party may make to Debtor as provided in Paragraph 1, (c) any other indebtedness which Debtor may now or hereafter owe to Secured Party as provided in Paragraph 2 and (d) any advances with interest which Secured Party may make to protect the property herein conveyed as provided in Paragraphs 3, 4, 5 and 6 (all being herein referred to as the "Indebtedness").

NOW THEREFORE, In consideration of the existing and future Indebtedness herein recited, Debtor hereby conveys and warrants unto Trustee the land described below situated in the

City of \_\_\_\_\_ County of DESOTO State of Mississippi:

SEE EXHIBIT "A"

CANCELLED BY AUTHORITY, RECORDED IN BOOK  
1107 PAGE 156  
 THIS 3 DAY OF May 1999  
W.E. Davis CHANCERY CLERK

together with all improvements and appurtenances now or hereafter erected on, and all fixtures of any and every description now or hereafter attached to, said land (all being herein referred to as the "Property"). Notwithstanding any provision in this agreement or in any other agreement with Secured Party, the Secured Party shall not have a non-possessory security interest in and its Collateral or Property shall not include any household goods (as defined in Federal Reserve Board Regulation AA, Subpart B), unless the household goods are identified in a security agreement and are acquired as a result of a purchase money obligation. Such household goods shall only secure said purchase money obligation (including any refinancing thereof).

THIS CONVEYANCE, HOWEVER, IS IN TRUST to secure prompt payment of all existing and future indebtedness due by Debtor to Secured Party under the provisions of this Deed of Trust. If Debtor shall pay said indebtedness promptly when due and shall perform all covenants made by Debtor, then this conveyance shall be void and of no effect. If Debtor shall be in default as provided in Paragraph 9, then, in that event, the entire Indebtedness, together with all interest accrued thereon, shall, at the option of Secured Party, be and become at once due and payable without notice to Debtor, and Trustee shall, at the request of Secured Party, sell the Property conveyed, or a sufficiency thereof, to satisfy the Indebtedness at public outcry to the highest bidder for cash. Sale of the property shall be advertised for three consecutive weeks preceding the sale in a newspaper published in the county where the Property is situated, or if none is so published, then in some newspaper having a general circulation therein, and by posting a notice for the same time at the courthouse of the same county. The notice and advertisement shall disclose the names of the original debtors in this Deed of Trust. Debtors waive the provisions of Section 89-1-55 of the Mississippi Code of 1972 as amended, if any, as far as this section restricts the right of Trustee to offer at sale more than 160 acres at a time, and Trustee may offer the property herein conveyed as a whole, regardless of how it is described.

If the Property is situated in two or more counties, or in two judicial districts of the same county, Trustee shall have full power to select in which county, or judicial district, the sale of the property is to be made, newspaper advertisement published and notice of sale posted, and Trustee's selection shall be binding upon Debtor and Secured Party. Should Secured Party be a corporation or an unincorporated association, then any officer thereof may declare Debtor to be in default as provided in Paragraph 9 and request Trustee to sell the Property. Secured Party shall have the same right to purchase the property at the foreclosure sale as would a purchaser who is not a party to this Deed of Trust.

IT IS AGREED that this conveyance is made subject to the covenants, stipulations and conditions set forth below which shall be binding upon all parties hereto.

1. This Deed of Trust shall also secure all future and additional advances which Secured Party may make to Debtor from time to time upon the security herein conveyed. Such advances shall be optional with Secured Party and shall be on such terms as to amount, maturity and rate of interest as may be mutually agreeable to both Debtor and Secured Party. Any such advance may be made to any one of the Debtors should there be more than one, and if so made, shall be secured by this Deed of Trust to the same extent as if made to all Debtors.

2. This Deed of Trust shall also secure any and all other Indebtedness of Debtor due to Secured Party with interest thereon as specified, or of any one of the Debtors should there be more than one, whether direct or contingent, primary or secondary, sole, joint or several, now existing or hereafter arising at any time before cancellation of this Deed of Trust. Such Indebtedness may be evidenced by note, open account, overdraft, endorsement, guaranty or otherwise.

3. Debtor shall keep all improvements on the land herein conveyed insured against fire, all hazards included within the term "extended coverage", flood in areas designated by the U.S. Department of Housing and Urban Development as being subject to overflow and such other hazards as Secured Party may reasonably require in such amounts as Debtor may determine but for not less than the Indebtedness secured by this Deed of Trust. All policies shall be written by reliable insurance companies acceptable to Secured Party, shall include standard loss payable clauses in favor of Secured Party and shall be delivered to Secured Party. Debtor shall promptly pay when due all premiums charged for such insurance, and shall furnish Secured Party the premium receipts for inspection. Upon Debtor's failure to pay the premiums, Secured Party shall have the right, but not the obligation, to pay such premiums. In the event of a loss covered by the insurance in force, Debtor shall promptly notify Secured Party who may make proof of loss if timely proof is not made by Debtor. All loss payments shall be made directly to Secured Party as loss payee who may either apply the proceeds to the repair or restoration of the damaged improvements or to the Indebtedness of Debtor, or release such proceeds in whole or in part to Debtor.

4. Debtor shall pay all taxes and assessments, general or special, levied against the Property or upon the interest of Trustee or Secured Party therein, during the term of this Deed of Trust before such taxes or assessments become delinquent, and shall furnish Secured Party the tax receipts for inspection. Should Debtor fail to pay all taxes and assessments when due, Secured Party shall have the right, but not the obligation, to make these payments.

5. Debtor shall keep the Property in good repair and shall not permit or commit waste, impairment or deterioration thereof. Debtor shall use the Property for lawful purposes only. Secured Party may make or arrange to be made entries upon and inspections of the Property after first giving Debtor notice prior to any inspection specifying a just cause related to Secured Party's interest in the Property. Secured Party shall have the right, but not the obligation, to cause needed repairs to be made to the Property after first affording Debtor a reasonable opportunity to make the repairs.

Should the purpose of the primary Indebtedness for which this Deed of Trust is given as security be for construction of improvements on the land herein conveyed, Secured Party shall have the right to make or arrange to be made entries upon the Property and inspections of the construction in progress. Should Secured Party determine that Debtor is failing to perform such construction in a timely and satisfactory manner, Secured Party shall have the right, but not the obligation, to take charge of and proceed with the construction at the expense of Debtor after first affording Debtor a reasonable opportunity to continue the construction in a manner agreeable to Secured Party.

6. Any sums advanced by Secured Party for insurance, taxes, repairs or construction as provided in Paragraphs 3, 4 and 5 shall be secured by this Deed of Trust as advances made to protect the Property and shall be payable by Debtor to Secured Party, with interest at the rate specified in the note representing the primary Indebtedness, within thirty days following written demand for payment sent by Secured Party to Debtor by certified mail. Receipts for insurance premiums, taxes and repair or construction costs for which Secured Party has made payment shall serve as conclusive evidence thereof.

7. As additional security Debtor hereby assigns to Secured Party all rents accruing on the Property. Debtor shall have the right to collect and retain the rents as long as Debtor is not in default as provided in Paragraph 9. In the event of default, Secured Party in person, by an agent or by a judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and collect the rents. All rents so collected shall be applied first to the costs of managing the Property and collecting the rents, including fees for a receiver and an attorney, commissions to rental agents, repairs and other necessary related expenses and then to payments on the Indebtedness.

8. If all or any part of the Property, or an interest therein, is sold or transferred by Debtor, excluding (a) the creation of a lien subordinate to this Deed of Trust, (b) a transfer by devise, by descent or by operation of law upon the death of a joint owner or (c) the grant of a leasehold interest of three years or less not containing an option to purchase, Secured Party may declare all the Indebtedness to be immediately due and payable. Secured Party shall be deemed to have waived such option to accelerate if, prior or subsequent to the sale or transfer, Secured Party and Debtor's successor in interest reach agreement in writing that the credit of such successor in interest is satisfactory to Secured Party and that the successor in interest will assume the Indebtedness so as to become personally liable for the payment thereof. Upon Debtor's successor in interest executing a written assumption agreement accepted in writing by Secured Party, Secured Party shall release Debtor from all obligations under the Deed of Trust and the Indebtedness.

If the conditions resulting in a waiver of the option to accelerate are not satisfied, and if Secured Party elects not to exercise such option, then any extension or modification of the terms of repayment from time to time by Secured Party shall not operate to release Debtor or Debtor's successor in interest from any liability imposed by this Deed of Trust or by the Indebtedness.

If Secured Party elects to exercise the option to accelerate, Secured Party shall send Debtor notice of acceleration by certified mail. Such notice shall provide a period of thirty days from the date of mailing within which Debtor may pay the Indebtedness in full. If Debtor fails to pay such Indebtedness prior to the expiration of thirty days, Secured Party may, without further notice to Debtor, invoke any remedies set forth in this Deed of Trust.

## EXHIBIT "A"

OWNER: John Henry Miller, Jr.

## DESCRIPTION OF LAND:

TRACT I.: The South 18 acres of that part of the Southeast Quarter of the Northeast Quarter of Section 7 which lies West of Nip and Tuck Creek and South of the public road. LESS the church and school lot and LESS the one and one-quarter ( $1\frac{1}{4}$ ) acre lot conveyed to Viola Lee by deed in Book 32, Page 323, and being in Township 4, Range 7 West.

TRACT II.: The Northeast Quarter of the Southeast Quarter and the south half of the Southeast Quarter of Section 7, Township 4, Range 7 West. LESS AND EXCEPT Beginning at the southwest corner of the northwest quarter of the southeast quarter of Section 7; Township 4 South; Range 7 West, said point being the northwest corner of the Miller tract and the southwest corner of the Vincent tract; thence east 934.0 feet along the south line of the Vincent tract to a point; thence south and parallel to the west line of the southeast quarter of Section 7 a distance of 923.0 feet to a point; thence west 934.0 feet and parallel to the south line of the Vincent tract to a point in the west line of said quarter section; thence north 934.0 feet along the west line of said quarter section line and the east line of Wilco Estates to the point of beginning and containing 20.0 acres, more or less. All bearings are magnetic. LESS AND EXCEPT a  $1\frac{1}{2}$  acre lot conveyed to Vilis Ielaidnis et ux and being described as follows:  $1\frac{1}{2}$  acres, more or less in the south east quarter of Section 7, Township 4, Range 7 described as beginning at an iron pin at the center of the south east quarter of said Section 7; thence north 250 feet to the point of beginning of the herein conveyed tract; thence continuing north 200 feet; thence east 330 feet; thence south 200 feet; thence west 330 feet to the point of beginning.

TRACT III.: The west two-thirds ( $\frac{2}{3}$ ) of the Northeast Quarter of Section 18, Township 4, Range 7 West.

TRACT IV.: All of the Southwest Quarter of Section 8, Township 4, Range 7 West LESS AND EXCEPT the following described 94.8 acres conveyed to United States of America by deed in Book 30, Page 375; beginning at the intersection of the East right of way line of the Illinois Central Railroad and the South line of the Southwest Quarter of Section 8, Township 4, South, Range 7 West; thence North  $24^{\circ} 20'$  West 1,345 feet; thence North  $22^{\circ} 00'$  West 425 feet; thence North  $17^{\circ} 50'$  West 390 feet to a point; thence east 2,450 feet to a point located on the East line of the Southwest Quarter of Section 8; thence along the East line of the Southwest Quarter of Section 8 as follows: South  $01^{\circ} 00'$  East 1,350 feet; thence South  $01^{\circ} 00'$  East 660 feet to a point located at the Quarter Section corner between Sections 8 and 17; thence West on the South line of Section 8 to the point of beginning LESS AND EXCEPT A 2.0 acre lot as part of the Miller Tract in Section 8; Township 4 South; Range 7 West; DeSoto County, Mississippi. Beginning at the southeast corner of the northwest quarter of the southeast quarter of Section 7; Township 4 South; Range 7 West; (the lot will be located in Section 8); thence north 15.0 feet along said quarter section line to a point; thence north  $82^{\circ} 45'$  east 635.0 feet to the northeast corner of an existing 1.0 acre lot of the Miller tract; thence south  $59^{\circ} 41'$  east 944.62 feet to a point in front of the Miller home and the point of beginning of the following lot: thence south  $55^{\circ} 31'$  west 116.26 feet to an iron pin at the northwest corner of an existing garden; thence south  $11^{\circ} 58'$  east 177.82 feet to a point; thence north  $82^{\circ} 46'$  east 341.16 feet to a point; thence north  $4^{\circ} 54'$  west 293.76 feet to an iron pin at the intersection of an existing wood fence and a 24 inch tree; thence south  $69^{\circ} 21'$  west 271.86 feet along the south side of an existing gravel driveway to the point of beginning and containing 2.0 acres more or less. All bearings are magnetic. LESS AND EXCEPT a 30 foot wide easement along an existing gravel road (known as Nip and Tuck Road)

for ingress and egress from Love Road to the aforescribed 2.0 acre lot.

TRACT V: Also that part of Section 13, Township 4, Range 8 West and Section 18, Township 4, Range 7 West described as beginning at a point in the East right of way of U. S. Highway 51 opposite Highway Station 310 + 90 in Section 13, Township 4, Range 8 West, said point being the Southwest corner of the Dollahite lands; thence North 09° 10' East along the South line of said Dollahite lands and projection thereof 5,219.9 feet to a point in Section 18, Township 4, Range 7 West; thence South 515.9 feet to a point; thence South 89° 10' West 5,099.3 feet to a point in the East right of way of said Highway; thence Northwesterly along said right of way 529.8 feet to the point of beginning and containing 61.1 acres, more or less. It cannot be determined from the description as to the quarter section in which the subject property is located. It is believed to be in the Northeast Northwest, Southeast Sections, Southwest Quarter of Section 13 & Section 18.

LESS AND EXCEPT the land within the right of way of Illinois Central Railroad and LESS AND EXCEPT any other said land within the 13.98 acres conveyed to Mississippi State Highway Commission for the right of way of Interstate Highway 55 and for relocating a County Road by four (4) deeds in Book 41, Pages 282, 286, 288 and 289 and subject to easements for electric utility lines.

TRACT VI.: The East one-half ( $\frac{1}{2}$ ) of the following described lands lying and being situated in Section 18, Township 4, Range 7 West, DeSoto County, Mississippi:

160 acres, more or less, being the Northwest quarter of Said Section 18 and being the same 160 acres of land conveyed by Warranty Deed in Book 68, at page 111, of the land records of DeSoto County, Mississippi. LESS AND EXCEPT 20 acres, more or less, said 20 acres being the west half of the southwest quarter of the northwest quarter of said Section being the identical property conveyed to Eva I. Miller by Quitclaim Deed in Deed Book 144, at page 510, of the land records of said County and State and LESS AND EXCEPT Corrective Ingress-Egress Easement granted to Eva I. Miller by instrument of record in Deed Book 267, Page 676, of the land records of said County and State and which Easement has been subsequently described as follows:

Beginning at a point in the intersection of the south line of the northeast quarter of Section 13, Township 4 South, Range 8 West, with the east right-of-way line of U. S. Highway 51; thence 11° 35' 16" east along the east right-of-way line of U. S. Highway 51, 323.60 feet to a point in the center line of a gravel road, which is the Point of Beginning of this easement; thence south 77° 54' 19" east, 71.59 feet; thence south 43° 52' 36" east, 180.35 feet; thence south 86° 07' 17" east, 295.68 feet to a point; thence south 79° 27' 39" east, 218.69 feet to a point; thence north 81° 52' 12" east, 212.13 feet to a point; thence north 49° 23' 55" east, 184.39 feet to a point; thence north 88° 31' 52" east, 195.06 feet to a point; thence north 67° 41' 38" east, 210.77 feet to a point in the line between Section 13, Township 4 South, Range 8 West, and Section 18, Township 4 South, Range 7 West; thence north 46° 13' 08" 166.21 feet to a point; thence north 37° 34' 07" east, 158.41 feet to a point in the south line of the northwest quarter of Section 18, Township 4 South, Range 7 West. A copy of the plat describing this easement is attached hereto and made a part hereof.

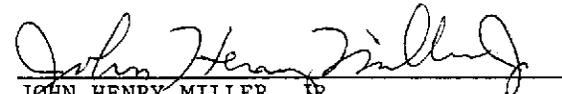
LESS AND EXCEPT from the lands located in Sections 7 and 8, Township 4 South, Range 7 West, the following land, to-wit:

TRACT I: Beginning at the southeast corner of the northwest quarter of the southeast quarter of Section 7; Township 4 South; Range 7 West said point being the southeast corner of the Vincent Tract; thence North 15 feet along the east line of the Vincent tract to a point; thence north 82° 45' east 1,253 feet to the point of beginning of the following lot: thence north 82° 45' east 150 feet to a point, said line extending into

Section Eight (8); Township Four (4) South; Range Seven (7) West; thence south  $14^{\circ}15'$  east 291 feet to a point; thence south  $82^{\circ}45'$  west 150 feet to a point, said line extending into Section Seven (7) of the said township and range; thence north  $14^{\circ}15'$  west 291 feet to the point of beginning and containing 1.0 acres more or less. All bearings are magnetic.

TRACT II: Beginning at the southeast corner of the northwest quarter of the southeast quarter of Section Seven (7); Township Four (4) South; Range Seven (7) West; said point being the southeast corner of the Vincent tract; thence north 15 feet along the east line of the Vincent tract to a point; thence north  $82^{\circ}45'$  east 435 feet to the point of beginning of the following lot: thence north  $82^{\circ}45'$  east 200 feet to a point; thence south  $5^{\circ}24'$  east 218 feet along an existing fence to a point; thence south  $82^{\circ}45'$  west 200 feet to a point; thence north  $5^{\circ}24'$  west 218 feet to the point of beginning and containing 1.0 acres more or less. All bearings are magnetic. Included also is a 30-foot road easement, said easement to be exercised on and over the current gravel road existing, from Love Road to the driveway on the North side of the two (2) lots hereinabove described, and a thirty (30) foot easement on the north side of the two (2) lots, said easement to be exercised on and over the current driveway. The easements are for the purpose of ingress and egress from Love Road to the two (2) lots herein described.

SIGNED FOR IDENTIFICATION:

  
JOHN HENRY MILLER, JR.

  
DARNELL MILLER

DATED: March 27, 1995

9. Debtor shall be in default under the provisions of this Deed of Trust if Debtor (a) shall fail to comply with any of Debtor's covenants or obligations contained herein, (b) shall fail to pay any of the indebtedness secured hereby, or any installment thereof or interest thereon, as such indebtedness, installment or interest shall be due by contractual agreement or by acceleration, (c) shall become bankrupt or insolvent or be placed in receivership, (d) shall, if a corporation, a partnership or an unincorporated association, be dissolved voluntarily or involuntarily, or (e) if Secured Party in good faith deems itself insecure and its prospect of repayment seriously impaired.

10. Secured Party may at any time, without giving formal notice to the original or any successor Trustee, or to Debtor, and without regard to the willingness or inability of any such Trustee to execute this trust, appoint another person or succession of persons to act as Trustee, and such appointee in the execution of this trust shall have all the powers vested in and obligations imposed upon Trustee. Should Secured Party be a corporation or an unincorporated association, then any officer thereof may make such appointment.

11. Each privilege, option or remedy provided in this Deed of Trust to Secured Party is distinct from every other privilege, option or remedy contained herein or afforded by law or equity, and may be exercised independently, concurrently, cumulatively or successively by Secured Party or by any other owner or holder of the indebtedness. Forbearance by Secured Party in exercising any privilege, option or remedy after the right to do so has accrued shall not constitute a waiver of Secured Party's right to exercise such privilege, option or remedy in event of any subsequent accrual.

12. The words "Debtor" or "Secured Party" shall each embrace one individual, two or more individuals, a corporation, a partnership or an unincorporated association, depending on the recital herein of the parties to this Deed of Trust. The covenants herein contained shall bind, and the benefits herein provided shall inure to, the respective legal or personal representatives, successors or assigns of the parties hereto subject to the provisions of Paragraph 8. If there be more than one Debtor, then Debtor's obligations shall be joint and several. Whenever in this Deed of Trust the context so requires, the singular shall include the plural and the plural the singular. Notices required herein from Secured Party to Debtor shall be sent to the address of Debtor shown in this Deed of Trust.

IN WITNESS WHEREOF, Debtor has executed this Deed of Trust on the 27th day of Mar., 19 95

CORPORATE, PARTNERSHIP OR ASSOCIATION SIGNATURE

INDIVIDUAL SIGNATURES

\_\_\_\_\_  
Name of Debtor

*John Henry Miller Jr.*  
JOHN HENRY MILLER JR.  
*Darnell Miller*  
DARNELL MILLER

By \_\_\_\_\_  
Title \_\_\_\_\_

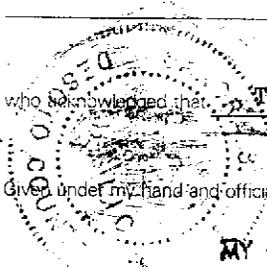
Attest: \_\_\_\_\_  
Title \_\_\_\_\_

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF MISSISSIPPI DESOTO  
COUNTY OF \_\_\_\_\_

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named

JOHN HENRY MILLER JR AND DARNELL MILLER



who acknowledged that THEY signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal of office, this the 27th day of Mar., 19 95

MY COMMISSION EXPIRES 7/31/97

My Commission Expires \_\_\_\_\_

*Sande S. Vest*  
Notary Public