

DEED OF TRUST

THIS DEED OF TRUST is made and entered into this 23rd day of January, 1995, by and between Tena Renay McCannon Martin and her husband, William Edward Martin, hereinafter called the Grantor; Stephen J. Winkel, hereinafter called the Trustee; and First Title Corporation, having his principal office and post office address at 5384 Roplar Avenue, #440, Memphis, TN 38119, hereinafter called the Beneficiary.

WHEREAS the Grantor is justly indebted to the Beneficiary in the full sum of Seventy-Thousand Two-Hundred Seventy-Four and 98/100 Dollars (\$ 70,274.98), evidenced by a Note of even date herewith, payable to the order of the Beneficiary at the office of the Beneficiary stated above, or at such other place as the holder may designate, in 180 monthly installments, the first installment being \$ 411.25 and the remaining installments being \$ 390.30 each;

NOW THEREFORE, Grantor, to secure the payment of said indebtedness hereinabove specifically described, together with any other indebtedness that may become due and owing under the terms of this instrument, does hereby grant, bargain, convey and sell unto the said Trustee, the following described land and property, together with all hereditaments and appurtenances thereunto appertaining, lying, and being situated in the city or town of Hernando county of DeSoto, Mississippi, and more particularly described as follows, to wit:

Lot 420, Section D, Buena Vista Lakes Subdivision, located in Sections 13 and 14, Township 4 South, Range 8 West, DeSoto County, Mississippi, and more particularly described in Plat Book 5, Pages 40-43, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

769 634  
3rd July 95  
W. E. Davis by G. Stanley - c

Property Address: 1226 N. Thunderbird, Hernando, Mississippi 38632  
Parcel ID Number: 4086-1401-00420

This conveyance, however, is in trust, and should Grantor pay the aforesaid Note at maturity and otherwise perform all the terms and conditions thereof, this conveyance shall be void. Otherwise, and in the event that Grantor should fail to pay the said indebtedness, or any installment or part thereof at maturity, or should otherwise fail to perform any of the terms and conditions of the said Note, then said Trustee shall, upon demand of said Beneficiary, his successors or assigns, whether or not all of said indebtedness shall have become due, sell, at public outcry, to the highest bidder for cash, within the legal hours, and at the courthouse of the aforesaid county (or if there be two judicial districts in said county, then at the courthouse in the judicial district in which said lands are situated), the aforesaid property, after having advertised said sale by publishing notice of the time, place and terms of such sale in some newspaper having general circulation in said county and qualified to publish same, for three consecutive weeks preceding such sale, and by posting one notice thereof for said time, at said courthouse at which said property is to be sold. Out of the proceeds of such sale, the lawful costs and expenses of foreclosure and sale, including the attorney's fees specified in the Note and a reasonable and lawful Trustee's fee therefor, shall be first paid, which amount shall be in addition to the late charges, attorney's fees, court costs and other collection expenses provided in said Note; next, the amount remaining owing under the aforesaid Note shall be paid to the Beneficiary herein; and lastly, any balance remaining shall be paid to Grantor. Any such sale may be held on any secular day and the Beneficiary may purchase at any such sale.

Grantor agrees to keep said premises fully insured from loss by fire and windstorm, and from such other casualties as may be required by said Beneficiary, its successors and assigns, for the benefit of the said Beneficiary and payable to it in the event of loss, as its interest may appear, for application, at the option of said Beneficiary, to the repairing, reconditioning, reconstruction or replacement of the aforesaid property or to any balance remaining outstanding on the aforesaid Note, whether all thereof be then due or not, and that all taxes and other charges maturing from time to time on said property shall be kept promptly paid. In event of loss Grantor will give immediate notice by mail to the Beneficiary who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event any insurance proceeds are payable jointly to Grantor and Beneficiary, Grantor hereby authorizes Beneficiary to endorse his name on any such check, draft or money order as his attorney in fact. In event Grantor shall neglect or refuse to obtain said insurance or pay said taxes and other charges, then said Beneficiary may, at its option, but is not required to obtain such insurance and pay all such taxes and other charges, either or all; and all sums of money expended therefore are hereby secured by this deed of trust, and shall be repayable with interest at the rate set forth in the Note from dates of such payments, upon demand of said Beneficiary, and may be retained by said Beneficiary from the proceeds of any sale of said property herein authorized.

Grantor covenants at all times to do all things necessary to defend the title to all of the said property, but the Beneficiary shall have the right at any time to intervene in any suit affecting such title and to employ independent counsel in connection with any suit to which it may be a party by intervention or otherwise, and upon demand Grantor agrees to pay the Beneficiary all reasonable expenses paid or incurred by it in respect to any such suit affecting title to any such property, or affecting the Beneficiary's lien or rights hereunder, including reasonable fees to the Beneficiary's attorneys, and Grantor will indemnify and hold the Beneficiary harmless from and against any and all such costs, fees, and expenses. In the event that the Deed of Trust is subordinate to any other deed of trust or lien of any kind, the Beneficiary may, in the event of a default in the performance of any covenant or agreement to the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due at its option, declare immediately due and payable the entire indebtedness, less unearned charges, secured by this Deed of Trust, or the Beneficiary may perform any such defaulted covenant or agreement to such extent as the Beneficiary may determine or pay any part of the indebtedness which is in default with resultant right of subrogation and the Beneficiary shall have a lien for the same with interest at the rate set forth in the Note from date until paid and the Trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payment of the original indebtedness secured by this Deed of Trust.

This Deed of Trust may be assigned by the Beneficiary and when so assigned the assignee shall have all of the rights and privileges given to the Beneficiary by the terms thereof. The term "Grantor" as used herein shall include the agents, heirs, assigns, and administrator or executor of each Grantor. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.

The said Beneficiary, its successors, assigns, or legal representatives, or any owner of the above mentioned Note, or either of them, is hereby authorized to appoint, in writing, successive or substitute trustees in the place of the Trustee, if the Trustee shall not be present, able and willing to execute the trust granted hereunder or to act in the premises, or if said Beneficiary, its successors, assigns or legal representatives, or any owner of the aforesaid Note, or either of them, shall for any reason desire so to do. If there be more than one trustee, either or both Trustees may execute the powers conveyed to them under this trust deed.

In witness whereof, the Grantors hereunto set their hands and seals this 23rd day of January, 19 95

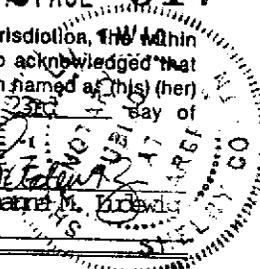
This Instrument prepared by:  
Sharna Ludwig  
Eagle Mortgage & Funding  
5384 Roplar Avenue, Suite #343  
Memphis, TN 38119  
(901) 761-9700

X Tena Renay McCannon Martin (SEAL)  
X William Edward Martin (SEAL)  
X William Edward Martin (SEAL)

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, the within named Tara Renay McCammon Martin and her husband, William Edward Martin who acknowledged that (he) (she) (they) signed and delivered the above and foregoing instrument on the day and year therein named as (his) (her) (their) free and voluntary act and deed. Given under my hand and official seal, this the 23rd day of January A.D., 19 95.

(SEAL)

*Shanna M. [Signature]*  
Notary Public Shanna M. [Signature]  
My Commission Expires 06/23/97



STATE MS. - DESOTO CO.  
FILED

May 16 9 30 AM '95

BK 762 pg 516  
W.E. DAVIS, CLK.  
By P. Starkey, OC

**TRANSFER AND ASSIGNMENT**

FOR VALUE RECEIVED, \_\_\_\_\_, does hereby transfer and assign the foregoing Deed of Trust executed by \_\_\_\_\_ to \_\_\_\_\_ on the day and year therein mentioned, as well as to any and all land described therein and the indebtedness secured therein. WITNESS the hand and seal of \_\_\_\_\_, by its duly authorized officer on this the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 19 \_\_\_\_\_.

(Seal)

By: \_\_\_\_\_ (Title)

**CORPORATE ACKNOWLEDGMENT**

STATE OF MISSISSIPPI

COUNTY OF \_\_\_\_\_

THIS DAY personally appeared before me the undersigned Notary Public in and for the State and County aforesaid, \_\_\_\_\_ who being by me first duly sworn, stated that signed and delivered the above and foregoing instrument on the day and year therein mentioned in \_\_\_\_\_ capacity as \_\_\_\_\_ of \_\_\_\_\_, being first duly authorized so to do. GIVEN under my hand and official seal of office this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19 \_\_\_\_\_.

(SEAL)

Notary Public

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

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF MISSISSIPPI

COUNTY OF \_\_\_\_\_

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, the within named \_\_\_\_\_ who acknowledged that (he) (she) (they) signed and delivered the above and foregoing instrument on the day and year therein named as (his) (her) (their) free and voluntary act and deed. GIVEN under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19 \_\_\_\_\_.

(SEAL)

Notary Public

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

After Recording Mail To: \_\_\_\_\_

This Instrument Prepared By: \_\_\_\_\_

DEED OF TRUST

TO

Trustee

THE STATE OF MISSISSIPPI

County

Clerk of the Chancery Court of \_\_\_\_\_

County do hereby certify that the within named Deed of Trust was filed for record in my office on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and same together with the certificate and acknowledgment is now duly recorded in Book \_\_\_\_\_, page \_\_\_\_\_ of the Records of Trust Deeds in my office.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

Clerk \_\_\_\_\_, D.C.

311.00  
Tara M. [Signature]  
(Envelope)