

DEED OF TRUST

BOOK 764 PAGE 231  
Name of Manager: TONY VALASEK  
Address: P.O. BOX 537 Phone 562-5681

Loan No. 2004

LENDER: TOWER LOAN OF SENATOBIA SENATOBIA, MS 38668  
P.O. 537

Lender's Address: 213 EAST MAIN STREET  
SENATOBIA, MS 38668

BORROWER and Address: GENEVA PETTIES  
2640 ELM STREET, HERNANDO, MS 38632

TRUSTEE: Jack R. Lee, Post Office Box 7499, Jackson, MS 39282

CANCELLED BY AUTHORITY, RECORDED IN BO:  
892 PAGE 516  
THIS 13 DAY OF March, 1997  
W.E. Dail  
CHANCERY CLERK

(a) The Total of Payments is \$ 7776.00, Amount Financed is \$ 4918.93, Annual Percentage Rate is 31.62 % which is evidenced by a promissory note dated 5/23/95, 19

(b) Schedule of Payments: The indebtedness is payable in 36 equal monthly payments of \$ 216.00 each, beginning on JULY 8, 19 95, and continuing on the same day of each successive month thereafter, with final payment due on JUNE 8, 19 98.

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

Indexing Instructions: STATE OF MISSISSIPPI, DESOTO CO.

\*\*\*\*\*DESCRIPTION ON BACK\*\*\*\*\* May 26 11 24 AM '95

BK 764 PG 231  
W.E. DAIL CH. CLK.  
W. Mahan

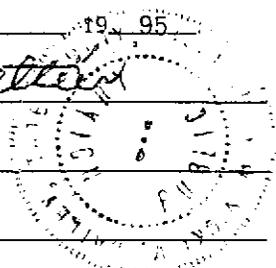
This conveyance is subject to the following terms:

- 1. This conveyance is in trust to secure the prompt payment of the Total of Payments, being the amount stated in Item (a) above and may secure any other or future indebtedness that Borrower owes to Lender. 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.
- 6. If, upon default Lender employs an attorney to collect this indebtedness or enforce this deed of trust, Borrower agrees to pay all costs including a reasonable attorney's fee.
- 7. 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 sales 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.
- 8. 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. The Trustee or Substituted Trustee herein may appoint an agent, either verbally or in writing, to conduct a Trustee's sale hereunder. Such appointment of agent need not be recorded.
- 9. 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.
- 10. The term "Borrower" shall mean all persons signing below, each of whom shall be jointly and severally liable hereunder.

WITNESS our signatures this the 23 day of MAY 19 95

WITNESS Tony Valasek

Borrower Geneva Petties  
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 GENEVA PETTIES who acknowledged that SHE signed and delivered the foregoing instrument on the date and year therein mentioned.

Witness my hand and seal of office this 23rd day of May 19 95

My Commission Expires: [Signature] NOTARY PUBLIC [Signature]

SUBSCRIBING WITNESS ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for said County and State, \_\_\_\_\_

TONY VALASEK (Subscribing Witness), one of the subscribing witnesses to the foregoing instrument, who being first duly sworn, deposeth and saith that he saw the within named, \_\_\_\_\_

GENEVA PETTIES (Borrower(s)), whose name(s) is/are subscribed thereto, sign and deliver the same to the said TOWER LOAN OF MS that he, this affiant, subscribed his name thereto as

a witness in the presence of the said GENEVA PETTIES \_\_\_\_\_ (Borrower(s)).

*[Handwritten Signature]*

Subscribing Witness's Signature

Sworn to and subscribed before me this 20 day of May, 1995

*[Handwritten Signature]*

Notary Public

My Commission Expires:

10/1/98

North 2/3 of Town Lot 268, in the City of Hernando, DeSoto County, Mississippi, in Section 13, Township 3 South, Range 8 West, as shown on official map of said City as recorded in the office of the Chancery Clerk of DeSoto County, Mississippi.

Tower Loan of Senatobia  
P.O. Box 537  
Senatobia, MS 38668