

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.

6. 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.

7. 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 Trustees, 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.

8. 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.

9. 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 5. 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. Notice 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 23rd day of Sept 19 94.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Debtor and Secured Party request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Secured party at Secured Party's address set forth on page one of this Deed of Trust or if assigned to Assignee at the address shown on the assignment.

IN WITNESS WHEREOF, Debtor has executed this Deed of Trust.

Debtor Dwayne Fesmire [Signature]
Debtor Kim B Fesmire [Signature]

STATE OF MISSISSIPPI, De Soto County ss:

In this 23rd day of Sept 19 94 personally appeared before me the undersigned authority in and for said County and State the within named Dwayne & Kim B Fesmire

who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office.

My commission Expires: [Signature] Notary Public
My Commission Expires October 4, 1996

ASSIGNMENT

For value recieved this Deed of Trust is hereby transferred and assigned to Empire Funding Corp.

This 10th day of Dec 19 94

[Signature] NOTARY
My Commission Expires October 4, 1996

Mid America Builders

BY: [Signature]

ASSIGNMENT

For value received this Deed of Trust is hereby transferred and assigned to TMI Financial, Inc., 8582 Katy Freeway, Suite 202, Harris County, Houston, Texas 77024.

This ___ day of ___, 19__

By: _____

EXHIBIT "A"

LEGAL DESCRIPTION FOR DEWAYNE & KIM FESMIRE LOAN #73-29705

THE LAND LYING AND BEING SITUATED IN THE CITY OF OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI, DESCRIBED AS FOLLOWS, TO WIT: LOT 3, ALMA YOUNG SUBDIVISION, SITUATED IN SECTION 26, TOWNSHIP 1 SOUTH, RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT RECORDED IN PLAT BOOK 18, PAGE 45, CHANCERY CLERK'S OFFICE, DESOTO COUNTY, MISSISSIPPI.

NAME AFFIDAVIT

BOOK 765 PAGE 627

I HEREBY CERTIFY THAT I AM DEWAYNE FESMIRE,
ALSO KNOWN AS PAUL DEWAYNE FESMIRE, AND THAT
BOTH NAMES REPRESENT ONE AND THE SAME PERSON.

Dewayne Fesmire
SIGNATURE

Angela Jones, Notary
My Commission Expires October 4, 1998
A circular notary seal for Angela Jones, Notary Public, State of Florida. The seal contains the text "ANGELA JONES, Notary Public, State of Florida" around the perimeter.