

JOHN H. WACKER, ET UX

AUG 2 2 31 PM '95

TO

DEED OF TRUST

J.L. LOGAN, ET UX

BK 775 PG 649  
W.E. DAVIS CH. CLK.

THIS INDENTURE, made this 1st day of August, 1995, between JOHN H. WACKER and Wife, BRENDA M. WACKER, party of the first part, and J.L. LOGAN and Wife, ALICE H. LOGAN or survivor, party of the second part,

WITNESSETH, that whereas, said party of the first part, being indebted to the said party of the second part in the sum of Fifty Seven Thousand Five Hundred Dollars (\$57,500.00) evidenced by one Promissory Note of even date bearing interest as provided in the Note with the final installment due January 1, 2003:

Therefore in consideration of the premises, and of the sum of One Dollar to the party of the first part by JOEL P. WALKER, Trustee, the party of the first part has this day granted, sold, conveyed and warranted to said Trustee the land in DeSoto County, Mississippi described as follows:

13.23 acres more or less located in <sup>THE NE 1/4 05</sup> Section 20, Township 2 South, Range 8 West, DeSoto County, Mississippi described as beginning at the Northwest Corner of said section; thence North 86 degrees 02' 44" West, a distance of 2603.15 feet along the North line of said section to a point; thence South 04 degrees 02' 00" West, a distance of 42.49 feet to an iron pipe in South right-of-way of Star Landing Road, the Point of Beginning; thence South 86 degrees 02' 53" East along the South right-of-way of Star Landing Road, a distance of 445.00 feet to an iron pin; thence South 4 degrees 02' 00" West, a distance of 1293.79 feet to an iron pin; thence North 86 degrees 20' 09" West, a distance of 445.01 feet to an iron pin; thence North 4 degrees 02' 00" East a distance of 1296.03 feet to the Point of Beginning containing 13.23 acres more or less.

BC STATE MS. - DE SOTO CO  
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By B Cleveland

The indebtedness may be paid before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof, endangered as security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before the due day thereof, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee

Subordination Agreement  
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN  
Real Estate 11D BOOK.  
NO. 1278 PAGE 96  
THIS THE 4 DAY OF Jan, 2001  
W. E. Davis  
By M. Calm, DC CHANCERY CLERK

CANCELLED BY AUTHORITY, RECORDED IN BOOK  
1879 PAGE 261  
THIS 26 DAY OF Nov, 2003  
W. E. Davis  
By B Cleveland CHANCERY CLERK

to execute the trust herein confided, the party of the second part, his assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

WITNESS the signatures of the party of the first part the date written above.

John H. Wacker  
JOHN H. WACKER

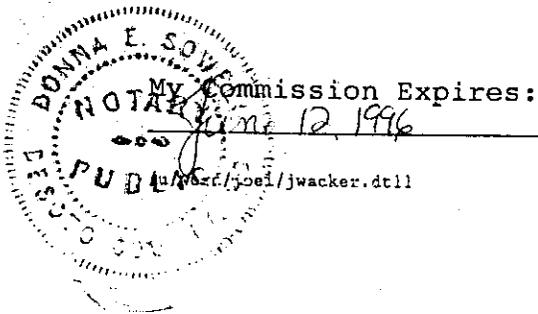
Brenda M. Wacker  
BRENDA M. WACKER

STATE OF MISSISSIPPI  
COUNTY OF DeSOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named JOHN H. WACKER and Wife, BRENDA M. WACKER, who acknowledged signing and delivering the above and foregoing Deed of Trust on the day and date therein mentioned as a free and voluntary act and deed and for the purposes therein expressed.

GIVEN under my hand and official seal of office this the 1st day of August, 1994.

Donna Estwell  
Notary Public



PREPARED BY:  
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