

DEED OF TRUST - MISSISSIPPI BOOK 787 PAGE 72 ALICE

Grantors: DAVID LEE COOPER, BRUCE EDWARD COOPER, ROBERT DUANE COOPER, JANET LEIGH COOPER, COOPER

Lender: Norwest Financial Nevada 2, Inc. 775 GOODMAN RD, STE. 3 SOUTHAVEN, MS 38671

Trustee: SMS OF TENNESSEE/DAVE DAVIS

Total of Payments: \$ 81000.00 Finance Charge: \$ 51705.00 Amount Financed: \$ 29294.81 Number of Monthly Instalments: 180 First Instalment Due Date: 11/01/ 19 95 Annual Percentage Rate: 16.96 %

Agreed Rate of Interest: 14.75 %

This Deed of Trust, made this 27th day of SEPTEMBER, 1995, witnesseth that Grantors named above are indebted to Lender named above on a certain Note of even date in the amount stated above as "Total of Payments", evidencing a loan with the "Amount Financed" stated above, made to Grantors of Lender. Said Note is payable in the number of monthly instalments above stated. The first instalment due date is stated above. Other instalments are payable on the same day of each succeeding month. The finance charge and agreed rate of interest applicable to said loan and Note are above stated.

In consideration of the aforesaid indebtedness and in order to secure the prompt payment of said Note and any future note or notes executed and delivered to Lender by Grantors at any time before said Note shall be paid in full, evidencing either a future loan by said Lender or a refinancing of any unpaid balance of said Note or renewal thereof, or both such future loans and refinancing, but not exceeding in the aggregate at any one time an unpaid amount of \$100,000, the Grantors hereby sell, convey, and warrant unto the Trustee named above the following described real estate located in DeSoto County, State of Mississippi

CANCELLED BY AUTHORITY, RECORDED IN BOOK 1193 PAGE 162 THIS 2 DAY OF March, 2000 W E Davis CHANCERY CLERK

Attached Schedule C

To have and to hold the same unto the said Trustee, and unto his heirs in trust and assigns, forever.

But this is a Trust Deed, and this conveyance is in trust for the following purposes and none other: If the Grantors shall well and truly pay and discharge the indebtedness secured hereby, according to the terms of the instrument or instruments evidencing the same, then this instrument and conveyance shall be void and of no further force and effect. But if Grantors default in payment of any indebtedness hereby secured, or default in any term or condition of any other obligation, agreement, or indebtedness owing to Lender, or default in any term or condition of any other obligation, agreement, or indebtedness secured by the above-described real estate owing to any party whatsoever, then the Trustee may upon demand of the holder of the Note declare immediately due and payable all indebtedness then remaining unpaid and secured hereby, and the Trustee, or his successor, is hereby authorized and empowered to enter and take possession of said real estate, and before or after such entry, to advertise the sale of said real estate once each week for three consecutive weeks, giving notice of the time, place, and terms of sale in a newspaper published in the county in which said real estate is located, and to sell the same to the highest bidder for cash at the Court House in said county free from equity of redemption, homestead, dower, and all other exemptions, all of which are hereby expressly waived, and said Trustee shall execute a conveyance and deliver possession to the purchaser, or the Trustee may sell the real estate described herein for cash in such other manner as may be provided or permitted by law.

The Lender, its successors and assigns may in writing appoint successive or substitute trustees in the place of the Trustee named herein or any successor Trustee if from any cause said Trustee or any successor Trustee shall not be present, able and willing to act hereunder or if said Lender or its successors or assigns shall for any reason desire to do so.

In case of sale under this Deed of Trust, the proceeds will be applied by the Trustee as follows: first, to the payment of necessary expenses of the trust and its execution, and second, to the indebtedness secured hereby, and the surplus, if any, shall be paid to the Grantors.

Wherever used herein the plural number shall be construed to include the singular, the singular the plural, and the use of any gender shall include all genders.

In Witness Whereof the Grantors have hereunto set their hands the day and year first above written.

Bruce Edward Cooper being one and the same person as Bruce E. Cooper

David Lee Cooper SIGN HERE GRANTOR

Alice Cooper SIGN HERE GRANTOR

Bruce E. Cooper SIGN HERE GRANTOR

Robert Duane Cooper GRANTOR

STATE OF MISSISSIPPI } COUNTY OF DeSoto } SS.

Personally appeared before me, the undersigned authority, the within named DAVID LEE COOPER, BRUCE EDWARD COOPER, ROBERT DUANE COOPER, JANET LEIGH COOPER, ALICE COOPER who acknowledged that he, she or they, as the case may be, signed and delivered the above foregoing Deed of Trust on the day and year therein mentioned.

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

My commission expires \_\_\_\_\_ Denise Moffitt NOTARY PUBLIC

This instrument was prepared by Barbara Thompson of Norwest Financial Nevada 2, Inc., 775 Goodman Road, Ste. 3 Southaven, Mississippi.

601-349-0229

Ktam-6200

Continuation  
 (Cont'd)

SCHEDULE C

(Continued)

*LOCATED IN The North East Quarter of the North West  
 Quarter of Section 24, T.S. 2.S., Range 9 West*

Begin at a point in the southerly R.O.W. line of Star Landing Road which is 1099.95 feet eastwardly from the northwest corner of Section 24, Town-ship 2 South, Range 9 West, DeSoto County, Mississippi, said point being the point of beginning; thence N 85 degrees 46' E 219.66 feet to a stake; thence S 3 degrees 50' E 1935.35 feet to a stake; thence S 84 degrees 30' S 220.0 feet to a stake; thence N 3 degrees 50' W 1942.7 feet to a stake the point of beginning and containing 10 acres.

This being the same property conveyed to David Lee Cooper, an undivided half interest, and to the children of David Lee Cooper an undivided one half interest namely: Bruce Edward Cooper, Robert Duane Cooper and Janet Leigh Cooper, from Heirs of Ellis E. Cooper, et al: Minnie Mae Cooper, David Lee Cooper, Elaine Cooper (Blackard), Henry Ellis cooper, Loraine Cooper, Roy Cooper, Betty Sue Cooper, and Mary Ellen Madden, by deed dated July 27, 1981, recorded August 19, 1981, in Book 155, Page 287, recorded in the Chancery Clerk's Office of DeSoto County, Mississippi.

Parcel No: 2096-2400.0-00014.00

Property also known as: 6769 Star Landing, Lake Cormorant, Mississippi

STATE MS.-DESOTO CO. *bc*  
 FILED *ra*

Oct 6 10 58 AM '95

BK 787 PG 72  
 W.E. DAVIS CH. CLK.

*by m...*  
 Return To: Real Estate Loan Services  
 5727 Summer Trees, Suite 5  
 Memphis, TN 38134

