

ROBERT S TOMLINSON AND DEANNA L TOMLINSON, AS JOINT DEBTORS to FIRST STATE BANK, Holly Springs, Mississippi In consideration of \$10.00 in hand paid WE convey and warrant to WILLIAM G. KEMP trustee, the following described property in DESOTO County, State of MISSISSIPPI to-wit: SEE EXHIBIT(S) ATTACHED HERETO AND MADE A PART HEREOF MISSISSIPPI DE SOTO CO. FILED This is a first deed of trust on the above described property, except NONE

APR 5 1 53 PM '96

In trust for the following purposes:

I. (A) To secure the payment of the following note or notes from

BK 820 PG 775 W.F. DAVIS CH. CLK.

ROBERT S TOMLINSON AND DEANNA L TOMLINSON of 3033 S EDGEWARE, MEMPHIS, TN in favor of FIRST STATE BANK, (Hereinafter called the bank) Holly Springs, MS, dated APRIL 5, 1996 and due as follows: (\$ 114,769.00 ) \$114,769.00 \* \* \* \* \* Dollars due AUGUST 5, 1996 bearing interest at the rate of 9.250 per cent per annum from APRIL 5, 1996 together with attorney's fees as therein provided.

If checked, the above referenced interest rate is variable and may change in accordance with the terms of the note or notes secured by this instrument.

If checked, this Deed of Trust includes an Adjustable Rate Rider, executed of even date herewith, which said Rider is attached hereto and incorporated herein by reference, as though fully copied and set forth at length herein in words and in figures. It may also include any other Riders which may be attached hereto, with the same import and effect.

(B) Also any other indebtedness heretofore, now, or hereafter contracted with either the said bank or the holder of the above described note or notes by the maker or makers of the above described note or notes or the grantor or grantors of this Deed of Trust, whether such indebtedness be evidenced by note, open account, overdraft or any other manner whatsoever, including also any indebtedness of any maker or grantor made as joint maker, surety, endorser, or guarantor.

(C) Also any amount paid out or contracted to be paid by the said bank or holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract, to bear interest at the note rate from date made, and due on demand.

(D) Also to secure any renewal or extension of all or any part of any of the above described indebtedness, and the performance and fulfillment of all the obligations, agreements, and covenants of this trust and contract.

II. The Maker or Makers of the note or notes described in I (A) above, and/or the Grantor or Grantors agree and bind themselves as follows: to promptly fulfill and comply with all the terms and conditions expressed and provided for in the notes secured hereby; to pay all expenses and costs in any way incident to this trust deed; to keep said property free from all construction, materialman's and/or tax liens of every kind; to keep the improvements thereon in reasonable repair and not permit waste of said property; to keep the improvements thereon fully insured in acceptable companies against loss by wind, flood, and fire, payable in the event of loss to the owner or owners of said indebtedness as their interests may appear.

III. All payments made as well as the proceeds of all property described in this deed of trust and all collaterals held by said bank (or the holder of the indebtedness secured by this deed of trust) whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said bank or the holder of the indebtedness described in this deed of trust, as well as the proceeds of the same may be applied by said bank or holder of the indebtedness secured by this deed of trust as they deem to their best interest and at their election.

IV. If said maker or makers and/or grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in the maker's or grantor's possession; or if the maker or grantors, or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sale to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated, at the discretion of the Trustee. Out of the proceeds of the sale the Trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable Trustee's fee and the expenses of executing this trust.

V. The owner or owners of said indebtedness, whether they be the original owner or owners by assignment, may, whenever they deem fit, appoint a Trustee in place of the one herein named, or any subsequent Trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed Trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and such substituted Trustee shall have all the powers of said original Trustee.

VI. All future or subsequent advances, of whatever kind, and whenever made by Bank to any person, for any purpose, secured by this collateral, or for purposes of protecting this collateral, shall be absolutely superior to any and all advances made by any junior lienholder to grantors, irrespective of when made by such junior lienholder, unless and until any such junior lienholder notifies Bank in writing of its claim to a lien and then receives written acknowledgment by Bank of the existence of such junior lien.

W.F. DAVIS

VII. Bank may, but is not obligated to, extend and/or renew the indebtedness secured by this Deed of Trust. In the event that Bank does extend and/or renew such indebtedness, or any portion thereof, then the maturity date of such indebtedness will also be extended. In such event, this Deed of Trust shall continue to secure all such extensions and/or renewals of indebtedness, as well as any additional advances by bank against this collateral, the final maturity of which shall be not later than 0 years from the date hereof, e.g. 0. In the event of such renewal, extension or additional advances beyond the initial maturity of the note or notes described in Paragraph I (A), it shall not be necessary that new or additional Deeds of Trust be executed or recorded, it being the express intention of the parties that this Deed of Trust shall constitute the security for same and serve as record notice of the same to a point in time three (3) years beyond the final maturity set forth above.

VIII. (A) If all or any part of the Property, or an interest therein, is sold or transferred by Debtor, excluding (a) the creation of a lien subordinate to this Deed of Trust (b) a transfer by devise, by descent or by operation of law upon the death of a joint owner or (c) the grant of a leasehold interest of three years or less not containing an option to purchase, Bank may declare all the indebtedness to be immediately due and payable. Bank shall be deemed to have waived such option to accelerate if, prior or subsequent to the sale or transfer, Bank and Debtor's successor in interest reach agreement in writing that the credit of such successor in interest is satisfactory to Bank and that the successor in interest will assume the indebtedness so as to become personally liable for the payment thereof.

(B) If the conditions resulting in a waiver of the option to accelerate are not satisfied, and if Bank elects not to exercise such option, then any extension or modification of the terms of repayment from time to time by Bank 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.

(C) If Bank elects to exercise the option to accelerate, Bank shall send Debtor notice of acceleration by certified mail to the Debtor's last known address. 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, Bank may, without any further notice to Debtor, invoke any remedies set forth in this Deed of Trust.

IX. This deed of trust is given and taken in renewal and extension of a deed of trust dated the \_\_\_\_\_ day of \_\_\_\_\_ and recorded in Book \_\_\_\_\_ page \_\_\_\_\_ deed records \_\_\_\_\_ MARSHALL County, \_\_\_\_\_ MISSISSIPPI, and is in no way intended to void the said deed of trust or impair the security thereof.

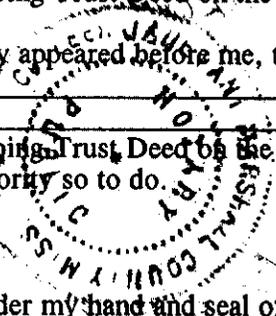
Witness OUR signature this the 5TH day of APRIL, 1996

Robert S. Tomlinson  
Deanna L Tomlinson

STATE OF MISSISSIPPI  
County of MARSHALL

Personally appeared before me, the undersigned authority, in and for said County and State, the above named ROBERT S. TOMLINSON AND DEANNA L. TOMLINSON, AS JOINT DEBTORS who acknowledged that THEY signed and delivered the foregoing Trust Deed on the date named.

Personally appeared before me, the undersigned authority, in and for said County and State, the above named \_\_\_\_\_ who acknowledged that \_\_\_\_\_ signed and delivered the foregoing Trust Deed on the date named for and on behalf of \_\_\_\_\_ with authority so to do.



(SEAL) Given under my hand and seal of office this the 5TH day of APRIL, 1996

Colleen Jane Fant Notary Public  
COLLEEN JANE FANT

Commission expires FEBRUARY 17, 1997

Section: 35  
Township: 1  
Range: 7  
Quarter-Quarter Section: \_\_\_\_\_

XX The Quarter-Quarter Section or governmental lot cannot feasibly be determined.

PREPARED BY:  
WALKER, BROWN & BROWN, P.A.  
P.O. BOX 276 / 220 W. COMMERCE  
HERNANDO, MS. 38632  
(601) 429-5277 / (901) 521-9292

LOT 77, SECTION E DEERFIELD SUBDIVISION, SECTION 35, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 42, PAGE 2, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, TO WHICH PLAT REFERENCE IS MADE FOR A MORE PARTICULAR DESCRIPTION