

THIS INDENTURE, made by and between Jere L. Allen and wife, Joyce Allen

party of the first part; Drue Birmingham of Olive Branch, Mississippi ^{pp1}
The Citizens Bank, a Tennessee Banking Corporation party of the second part, as Trustee; and

party of the third part, WITNESSETH:

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness described, the party of the first part does hereby convey and warrant unto the party of the second part, as Trustee, and his successors in trust, the following described real estate situated in the County of DeSoto and State of Mississippi, to-wit:

A parcel of land situated in Section 34, Township 1, Range 6, DeSoto County, Mississippi, being the West 50 feet to Lot 4 of Block 8 of the Town of Olive Branch, Mississippi as the same appeared from the official map of said Town prepared by St. George Richardson, dated October, 1937, of record in the Office of the Chancery Court Clerk of said county and more particularly described as beginning at a point in the center of Mt. Pleasant Street, said point being the northwest corner of said Lot 4 and said point being 642.3 feet west of the center of the Frisco Railroad as measured along center of Mt. Pleasant Street; thence southwestwardly with the west line of said Lot 4 a distance of 138 feet to an old iron pin; said pin being the southwest corner of said Lot 4; thence eastwardly with the south line of Lot 4 a distance of 50 feet to an iron pin; thence northwestwardly 142.6 feet to a point in the center of Mt. Pleasant Street, the north line of said Lot 4, 50 feet east of the northwest corner of said Lot 4; thence westwardly with the center of Mt. Pleasant Street to the north line of Lot 4, a distance of 50 feet to the point of beginning. *less and except part sold at Book 248, Page 136.

This conveyance is made in trust, however, to secure the payment of \$ 95,000.00 evidenced by the following promissory notes of even date herewith: , said note in the amount of \$95,000.00 and bearing interest at a variable rate as set forth therein. The note is to be repaid in one hundred and eighty consecutive monthly insallments the first of which is due on or before September 16, 2011, and a like installment of the same day of each consecutive month until paid in full.

THIS IS THE SAME PROPERTY THAT WAS CONVEYED TO JERE ALLEN & ASSOCIATES, INC BY DEED OF RECORD AT Book 152, PAGE 549 and BOOK 188, PAGE 557, LESS AND EXCEPT THAT PART SOLD TO THE TOWN OF OLIVE BRANCH BY DEED AT BOOK 248, PAGE 136. JERRE ALLEN & ASSOCIATES, INC. WAS DISOLVED AND JERE L. ALLEN AND JOYCE ALLEN COVENANT THAT THEY WERE THE ONLY STOCKHOLDERS OF THE CORPORATION.

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails so to do, the holder or holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgagee's subrogation clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due on account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby; and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Witness the signature of the party of the first part, on this the 13th day of September, 1996
Jere L. Allen
Joyce Allen

STATE OF Tennessee
COUNTY OF Shelby } ss.

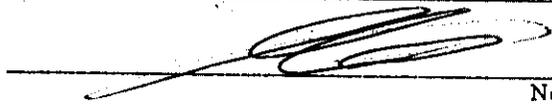
Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within-named

Jere L. Allen and wife, Joyce Allen

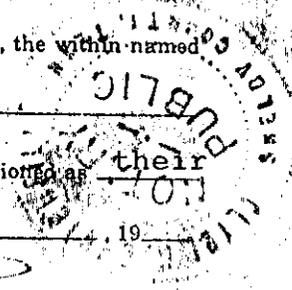
who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned as their voluntary act and deed.

Given under my hand and seal this the 13th day of September, 1996

My Commission expires: 3/27/97



Notary Public.



Grantor's Mailing Address
5239 Magnolia Lane
Memphis, Tennessee 38125

This instrument prepared by:
Clyde M. Crutchfield, Atty
165 North Main Street, Suite 202
Collierville, Tennessee 38017
(901) 853-1688

Compliments of
Mid-South Title Insurance Corporation
One Commerce Square
Memphis, Tennessee

TRUST DEED

FROM
Jere L. Allen and
Joyce Allen

TO

Drue Birmingham Trustee
FOR THE USE OF
The Citizens Bank

STATE OF MISSISSIPPI
County of _____ } ss.

I, _____ Clerk

of the Chancery Court and ex-officio Recorder
for the County and State aforesaid, do hereby
certify that the within instrument of writing
was filed for record in my office on the _____

day of _____ A.D. 19____
at _____ o'clock _____ M., and has been this day

duly recorded in Trust Deed Record _____

Page _____
WITNESS my hand and official seal, this
_____ day of _____ 19____

This instrument prepared by
and return after recording to:
Clerk.

TITLE INSURANCE is the only guaranteed
protection against real estate title losses.

Clyde M. Crutchfield, Atty
165 North Main Street, Suite 202
Collierville, Tennessee 38017
(901) 853-1688

STATE MS. - DESOTO CO.
FILED
SEP 17 9 33 AM '96
BK 856 PG 565
W.E. DAVIS CH. CLK.