

Prepared by: BRYAN CHILDRESS
Name of Manager: BRYAN CHILDRESS
Address: P.O. BOX 537 Phone: 562-5681

Loan No. 050049
LENDER: TOWER LOAN OF MISSISSIPPI, INC. d/b/a TOWER LOAN OF SENATOBIA SENATOBIA, MS 38668
P.O. BOX 537
Lender's Address: 213 E. MAIN STREET
SENATOBIA, MS 38668
BORROWER and Address: WILEY J. MILLER AND WIFE PAMELA R. MILLER
475 W. SOUTH STREET, HERNANDO, MS 38632

TRUSTEE: Jack R. Lee, Post Office Box 7499, Jackson, MS 39282

- (a) The Total of Payments is \$ 5434.00, Amount Financed is \$ 3809.41, Annual Percentage Rate is 33.99% which is evidenced by a promissory note dated NOVEMBER 11, 1996.
- (b) Schedule of Payments: The indebtedness is payable in 26 equal monthly payments of \$ 209.00 each, beginning on DECEMBER 11, 1996, and continuing on the same day of each successive month thereafter, with final payment due on JANUARY 11, 1999.

For good consideration, Borrower conveys and warrants to Trustee the following real property situated in DESOTO County, Mississippi more particularly described as:
Indexing Instructions:

STATE MS.-DESOTO CO.
FILED
Nov 15 12 23 PM '96

****SEE DESCRIPTION ON BACK****

BK 869 PG 559
W.E. DAVIS CH. CLK.

This conveyance is subject to the following terms:

- This conveyance is in trust to secure the prompt payment of the Total of Payments, being the amount stated in Item (a) above and may secure any other or future indebtedness that Borrower owes to Lender. If all indebtedness secured hereby shall be promptly paid as and when due, then this conveyance shall be null and void; otherwise, it shall remain in full force and effect.
- Borrower shall pay all taxes and other charges levied against the property and shall keep the improvements insured by a company authorized to do business in Mississippi, against loss or damage by fire, storm or other hazards in an amount equal to the balance of the indebtedness due the Lender with a standard mortgagee clause in favor of Lender.
- Borrower will not abandon property or commit waste or allow waste to be committed. Borrower shall make all needed repairs to keep the property in a condition equal to its present status.
- Upon Borrower's failure to pay prior lien or deed of trust, taxes, insurance premium, or cost of repairs, the Lender may pay the same or make such repairs; and amount thereof will become a part of the debt hereby secured with interest at 10% per annum, payable on demand.
- Borrower shall be in default upon the happening of any of the following events: (a) Failure to pay as and when due the indebtedness evidenced by the promissory note; (b) Default of any obligation secured hereby or in the performance of any covenant contained herein; (c) If this deed of trust is subordinate to any other deed of trust or lien of any kind, default in the payment of such prior deed of trust or lien; or (d) Upon Lender reasonably deeming itself to be insecure.
- If, upon default Lender employs an attorney to collect this indebtedness or enforce this deed of trust, Borrower agrees to pay all costs including a reasonable attorney's fee.
- Upon default, Lender may declare the entire unpaid balance secured hereby with interest and other proper charges, immediately due and payable. Trustee shall sell the property and land according to Mississippi Code of 1972, Section 89-1-55. Lender may purchase at such sale. From the proceeds of the sale, Trustee shall pay the cost of advertising and making the sale, including a reasonable attorney's fee and a reasonable Trustee's fee which shall not be less than \$250.00 nor more than 25% of the sales price; second, he shall pay any necessary expenses in protection of the security; third, he shall pay in the order of their maturity all items of indebtedness secured hereby; fourth, the balance shall be paid to the holder of any subordinate deed of trust; and lastly, any balance shall be paid to the Borrower.
- Lender may appoint another person to act as Trustee herein, and such Substituted Trustee shall have all authority and powers invested in the original Trustee. The Trustee or Substituted Trustee herein may appoint an agent, either verbally or in writing, to conduct a Trustee's sale hereunder. Such appointment of agent need not be recorded.
- Any waiver by Lender of any default shall not operate as a waiver of any other default or the same default on a future occasion.
- The term "Borrower" shall mean all persons signing below, each of whom shall be jointly and severally liable hereunder.

WITNESS our signatures this the 11 day of NOVEMBER, 19 96

WITNESS *[Signature]*

BORROWER *Wiley J. Miller*

BORROWER *Pamela R. Miller*

STATE OF MISSISSIPPI
COUNTY OF DESOTO

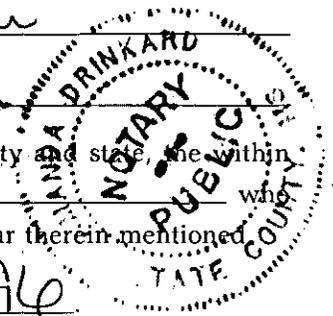
BORROWER

Personally appeared before me, the undersigned authority in and for the aforesaid county and state, the within named WILEY J. MILLER AND WIFE PAMELA R. MILLER who acknowledged that THEY signed and delivered the foregoing instrument on the date and year therein mentioned.

Witness my hand and seal of office this 12th day of NOV, 1996

My Commission Expires: March 24, 2000

Amanda Drinkard
NOTARY PUBLIC



STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for said County and State, _____

BRYAN CHILDRESS

(Subscribing Witness), one of the subscribing witnesses to the

foregoing instrument, who being first duly sworn, deposeth and saith that he saw the within named, _____

WILEY J. MILLER AND WIFE PAMELA R. MILLER

(Borrower(s)), whose name(s) is/are subscribed

thereto, sign and deliver the same to the said TOWER LOAN OF MS that he, this affiant, subscribed his name thereto as

a witness in the presence of the said WILEY J. MILLER AND WIFE PAMELA R. MILLER

(Borrower(s)).

[Handwritten Signature]

Subscribing Witness's Signature

Sworn to and subscribed before me this 12th day of NOV, 19 96

[Handwritten Signature]

Notary Public

My Commission Expires: March 24, 2000



The North 2/3 of Town Lot 267, in the City of Hernando, in Section 13, Township 3, Range 8, as shown on the official map of said city as recorded in the office of the Chancery Clerk of DeSoto County, Mississippi.

Tower Loan of Senatobia
P.O. Box 537
Senatobia, MS 38668

