

OPEN END MORTGAGE
DEED OF TRUST

STATE MS. - DESOTO CO. FILED
APR 3 1 05 PM '97

This Indenture made and entered into this 18th day of March, 1997
by and between RONALD J. BISHOP AND WIFE, DIANNE J. BISHOP

BK 897 PG 83
W.E. DAVIS CH. CLK.

party of first part, and RAY P. ALGEE, of Shelby County, Tennessee Trustee,
party of the second part,

WITNESSETH: That for and in consideration of Five Dollars Cash in hand paid by the party of the second part to the party of the first part, and the debt and trusts hereinafter mentioned, said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate situated and being in the City of Hernando DeSoto County, Mississippi, to-wit:

Lot 26, Foxwood Plantation Subdivision, situated in Section 4, Township 3 South, Range 7 West, as per plat thereof recorded in Plat Book 30, Pages 12-15, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Being the same property conveyed to the Grantors herein by Warranty Deed of record in Book 225, Page 431 in said Chancery Clerk's Office.

Municipally Known As: 395 Foxwood Cove
Hernando, Mississippi 38632

"Maximum Principal Indebtedness for Tennessee Recording Tax Purpose Is: \$29,000."

The Parties of the First Part covenant and warrant that they will not sell or transfer all or any part of the above property or an interest therein without the prior written consent of the holder of the Note. But if the Parties of the First Part breach this covenant, then all of the indebtedness herein secured shall, at the option of the holder or owner of any of the indebtedness and without notice, become immediately due and payable, principal and interest, and the holder shall be entitled to foreclose in accordance with the other provisions of this Deed of Trust.

The hereinafter mentioned Home Equity Line Adjustable Rate Promissory Note represents a line of credit extended by the Memphis-Area Teachers' Credit Union to the Parties of the First Part. The balance owing thereon shall from time to time increase or decrease from a minimum of zero to the maximum of the face amount of Note. The lien of the Deed of Trust shall extend to such varied amounts until said Deed has been released of record.

Grantor: Ronald & Dianne Bishop
395 Foxwood Cove
Hernando, MS 38632
(601)429-2902
Grantee:
Memphis Area Teachers' Credit Union
7845 Highway 64
Memphis, TN 38133
(901) 385-5210

The property herein conveyed is encumbered by the lien of a deed of trust of record in Deed Book 877, Page 217 in said Chancery Court Clerk's Office.

and it is a condition of this instrument that in the event of any default in any of the terms and conditions of said prior deed of trust, or in the event of any default in any of the terms and conditions of any other deed of trust, the lien of which may be or become prior and paramount to the lien of this instrument, then in every such event the owner of any part of the indebtedness secured by this instrument may, at his option, declare the indebtedness secured by this instrument due for all purposes, and foreclosure may be had hereunder as in the case of any other default hereunder. The owner of any part of the indebtedness secured hereby may, at his option, advance and pay any such sum or sums as shall be necessary in order that the terms and conditions of any deed of trust, the lien of which is then prior and paramount to the lien of this instrument, may be complied with, and such amounts so paid shall be repaid on demand with interest from date of such payment at the highest rate legally chargeable on the date of such payment, shall be treated as part of the expenses of administering this trust and shall be secured by the lien of this deed of trust; and the advancement of such sum or sums shall in no way limit or bar the aforesaid option to accelerate said indebtedness.

TO HAVE AND TO HOLD, the aforescribed real estate, together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the said party of the second part, his successors and assigns, in fee simple forever, and the said party of the first part does hereby covenant with the said party of the second part, his successors and assigns, that he is lawfully seized in fee of the aforescribed real estate; that he has a good right to sell and convey the same; that the same is unincumbered,

and that the title and quiet possession thereto he will and his heirs and personal representatives shall warrant and forever defend against the lawful claims of all persons.

But this is a Deed of Trust, and is made for the following uses and purposes, and none other; that is to say: the said party of the first part is justly indebted to Memphis Area Teachers' Credit Union, 7845 Highway 64, Memphis, Tennessee 38133 or the holder of the notes hereinafter mentioned, in the sum of Twenty-Nine Thousand and NO/100 (\$29,000.00) Dollars Dollars, evidenced by

One Promissory Note Number 780-001320 dated the 18th day of March, 1997, the terms and conditions of said Note are incorporated herein by reference. Said Note shall mature April 7, 2002. Borrower shall have the right to prepay the Promissory Note in whole or in part at any time without penalty.

This Deed of Trust shall secure an open-end or revolving line of credit which shall not exceed the maximum amount of \$29,000 by and between Parties of the First Part and Memphis Area Teachers' Credit Union. Such advances made by Memphis Area Teachers' Credit Union to or on behalf of the Parties of the First Part shall be repaid in accordance with the provisions of the hereinabove mentioned Home Equity Line Adjustable Rate Promissory Note.

This Deed of Trust secures such other and further advances as may hereafter be made by Memphis Area Teachers' Credit Union to or for the benefit of Parties of the First Part pursuant to the aforementioned Home Equity Credit Line Adjustable Rate Promissory Note, which imposes upon Memphis Area Teachers' Credit Union a binding obligation to make future advances aggregating an amount not to exceed the maximum set forth hereinabove, subject to the Memphis Area Teachers' Credit Union's right to limit such advances as provided in Paragraph 4 (D) of said Note and the right to cancel as provided in Paragraph 13 of said Note.

Nothing contained herein shall be construed to limit the amount of indebtedness secured hereby to the extent that such future advances are made to pay taxes, insurance or otherwise protect the property as hereinafter provided.

The party of the first part desires to secure and make certain the payment of said indebtedness, and of any and all renewals and extensions thereof. Now, therefore, the party of the first part agrees and binds himself that so long as any part of the indebtedness aforesaid shall remain unpaid, he will pay all taxes and assessments against said property promptly when due, and deposit all tax receipts with the holder of the greater portion of the outstanding indebtedness secured hereby; will insure the buildings on said property for not less than the lesser of (1) the insurable value thereof or (2) the total indebtedness secured by mortgages, deeds of trust or other security instruments encumbering the aforescribed real estate against loss or damage by fire and the perils against which insurance is afforded by extended coverage endorsement in some insurance company or companies approved by the holder of the greater portion of the outstanding indebtedness secured hereby, cause said policies to contain a standard mortgage clause in favor of the holder of said indebtedness and deposit said policies with the holder of the greater portion of the outstanding indebtedness secured hereby as further security for said debt; will protect the improvements on said property by proper repairs, and maintain them in good repair and condition; will not do anything or suffer or permit anything to be done whereby the lien of this Deed of Trust might or could be impaired; will pay such expenses and fees as may be necessary in the protection of the property and the maintenance and execution of this trust, including, but not being limited to, expenses incurred by the Trustee in any legal proceeding to which he is made or becomes a party. The net proceeds resulting from the taking of all or any part of the property by eminent domain, or from any sale in lieu thereof, shall be applied upon the indebtedness in inverse order of its maturity; and in the event of the destruction of the improvements by fire or other casualty, the net proceeds of the insurance shall be applied upon the indebtedness secured hereby in inverse order of its maturity, or at the option of the party of the first part, his heirs and assigns, such proceeds may be used to restore the improvements to their former condition.

The owner of any part of the indebtedness aforesaid may, at his discretion, advance and pay such sums as may be proper to satisfy taxes, maintain insurance and repairs, and protect and preserve the property; and such amounts so paid shall be held and treated as part of the expense of administering this trust, shall be repaid on demand with interest at the highest rate legally chargeable on the date of the advance, and shall be secured by the lien of this Deed of Trust.

If the said party of the first part shall pay said indebtedness when due, and shall pay such sums as shall be necessary to discharge taxes and maintain insurance and repairs and the costs, fees and expenses of making, enforcing and executing this trust, when they shall severally be due and payable, then this conveyance shall become void, and the owner of the indebtedness shall execute proper deed of release or enter marginal satisfaction on the record of this deed of trust, or in the alternative, the Trustee shall reconvey by quit claim the property herein described, all at expense of said party of the first part.

But if said party of the first part shall fail to pay any part of said indebtedness, whether principal or interest, promptly when the same becomes due, or shall fail to pay any sum necessary to satisfy and discharge taxes and assessments before they become delinquent or to maintain insurance or repairs, or the necessary expense of protecting the property and executing this trust, then, or in either event all of the indebtedness herein secured shall, at the option of the owner of any of said indebtedness and without notice, become immediately due and payable, principal and interest, and the said Trustee is hereby authorized and empowered to enter and take possession of said property, and before or after such entry to advertise the sale of said property for twenty one days by three weekly notices in some newspaper published in Memphis, Tennessee, if the land described in this Deed of Trust is situated in Shelby County, Tennessee, or in some newspaper published in the County or Counties in which the land described in this Deed of Trust is situated, if other than Shelby County, Tennessee, and sell the said property for cash to the highest bidder, free from equity of redemption, statutory right of redemption, homestead, dower, and all other rights and exemptions of every kind, all of which are hereby expressly waived, and said Trustee shall execute a conveyance to the purchaser in fee simple, and deliver possession to the purchaser, which the party of the first part binds himself shall be given without obstruction, hindrance or delay.

The owners of any part of the indebtedness hereby secured may become the purchaser at any sale under this conveyance.

If the notes secured hereby are placed in the hands of an attorney for collection, by suit or otherwise, or to enforce their collection by foreclosure or to protect the security for their payment, the party of the first part will pay all costs of collection and litigation, together with an attorney's fee as provided in said notes, or, if none is so provided, a reasonable attorney's fee, and the same shall be a lien on the premises herein conveyed and enforced by a sale of the property as herein provided.

The proceeds of any sale shall be applied as follows: first to the payment of the expenses of making, maintaining and executing this trust, the protection of the property, including the expense of any litigation and attorney's fees, and the usual commissions to the Trustee; second, to the payment of the indebtedness herein secured or intended so to be, without preference or priority of any part over any other part, and any balance of said indebtedness remaining unpaid shall be the subject of immediate suit; and third, should there be any surplus, the Trustee will pay it to the party of the first part, or his assigns. In the event of the death, refusal, or of inability for any cause, on the part of the Trustee named herein, or of any successor trustee, to act hereunder, or for any other reason satisfactory to the owner of the said indebtedness, the owner or owners of the majority of the outstanding indebtedness aforesaid are authorized either in their own name or through an attorney or attorneys in fact appointed for that purpose by written instrument duly registered, to name and appoint a successor or successors to execute this trust, such appointment to be evidenced by writing, duly acknowledged; and when such writing shall have been registered, the substituted trustee named therein shall thereupon be vested with all the right and title, and clothed with all the power of the Trustee named herein and such like power of substitution shall continue so long as any part of the indebtedness secured hereby remains unpaid. The party of the first part, for himself, his heirs, representatives, successors and assigns, covenants and agrees that at any time after default in payment of any of the indebtedness hereby secured, or upon failure to perform any of the covenants to be kept and performed by him, said Trustee may enter upon and take possession of said property and collect the rents and profits therefrom with payment of such to the Trustee after default being full acquittance to the tenant, but the Trustee shall be required to account only for the net rents received by him; and from and after the conveyance of said property under this Deed of Trust, the party of the first part, and all persons under him, shall, at the option of the purchaser, be and become the tenants at will of the purchaser, at a reasonable monthly rental, commencing with the date of delivery of the Trustee's Deed.

In the event that more than one Trustee be named herein, any one of such Trustees shall be clothed with full power to act when action hereunder shall be required, and to execute any conveyance of said property. In the event that more than one Trustee be named herein and the substitution of a trustee shall become necessary for any reason, the substitution of one trustee in the place of those or any of those named herein shall be sufficient. The term "Trustee" shall be construed to mean "Trustees" whenever the sense requires. The necessity of the Trustee herein named, or any successor in trust, making oath or giving bond, is expressly waived.

No waiver by the party of the second part or by the holder of the indebtedness secured hereby shall be construed as a waiver of a subsequent similar default or any other default by the party of the first part.

The singular number may be construed as plural, and the plural as singular, and pronouns occurring herein shall be construed according to their proper gender and number, as the context of this instrument may require.

IN WITNESS WHEREOF, the party of the first part has executed, or has caused to be executed, this instrument on the day and year first above written.

Ronald J. Bishop
RONALD J. BISHOP
Dianne J. Bishop
DIANNE J. BISHOP

STATE OF TENNESSEE, COUNTY OF SHELBY:

Before me, Notary Public in and for said State and County, duly commissioned and qualified, personally appeared

RONALD J. BISHOP AND DIANNE J. BISHOP to me known to be the person(s) described

in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed and delivered their

WITNESS my hand and Notarial Seal at office this 18th day of March, 1997

Alisha Roberts
Notary Public

My commission expires

March 20, 1999

Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared.....

.....with whom I am personally acquainted and who, upon oath, acknowledged himself to be the

.....President of.....the within named bargainor, a cor-

poration, and that he as such.....President, being authorized so to do, executed the foregoing instrument for the pur-
poses therein contained, by signing the name of the corporation by himself as such.....President.

WITNESS my hand and Official Seal at office this.....day of....., 19.....

My commission expires.....

Notary Public

State Tax \$ _____ 0.50
Register's Fee \$ _____
Recording Fee \$ _____
Total \$ _____

DEED OF TRUST

RECORDING DATA ONLY

Mail Tax Bills to property owner.

(Person or Agency responsible for payment of taxes):

Ronald J. Bishop

395 Foxwood Cove

Hernando, Mississippi 38632

Return to: O. Douglas Shipman, 5384 Poplar Avenue, Suite 400, Memphis, Tennessee 38119 (901) 763-4000

This Instrument Prepared by:
O. Douglas Shipman
5384 Poplar Avenue, Suite 400
Memphis, Tennessee 38119
(901) 763-4000

COMPLIMENTS OF MID-SOUTH TITLE



A Title Policy is a Vital Policy

ADJUSTABLE RATE RIDER~~GL 6288~~

THIS ADJUSTABLE RATE RIDER is made this 18th day of March, 1997, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to MEMPHIS-AREA TEACHERS' CREDIT UNION, (the "Lender") of the same date and covering the property described in the Security Instrument and located at

395 Foxwood Cove
Hernando, Mississippi 38632

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

Additional Covenants. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of Eight and One-Quarter (8.25%) percent. The Note provides for changes in the interest rate and the monthly payments, as follows:

(1) Change Date

The interest rate I will pay may change on the first day of each quarter, JANUARY, APRIL, JULY and OCTOBER during the term of this loan. Each date on which my interest rate could change is called a "Change Date."

(2) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the New York prime rate published in the "Money Rates" Column of the Wall Street Journal on the second Tuesday of each month.

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(3) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by using the most recently available figure for the Index three (3) days before the Change Date. The current Index amount will be rounded to the next highest one-quarter (1/4) of one percentage point. This amount is the Current Interest Rate and, effective on the Change Date, will apply to the balance in my loan.

The Note Holder will then determine the amount of the payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my payment.

(4) Limits on Interest Rate Changes and Freeze On Extension of Credit ~~61-6298~~

The interest rate will never be less than Six and One-Quarter (6.25%) percent per year. The interest rate will never increase more than 2% in any 12-month period commencing with the date of the loan and will never increase more than a total of 5% above the interest rate of Eight and One-Quarter (8.25%) percent during the life of the loan.

The Note Holder shall have the right to prohibit additional extensions of credit (advances) and thereby freeze the credit line at its then balance during any period the interest rate is increased to the maximum annual percentage rate of Thirteen and One-Quarter (13.25%) percent. In the event the Note Holder elects to prohibit additional extensions of credit as provided above, the Note Holder shall mail or deliver written notice of such action to me so that I will receive such notice not later than three (3) business days after the action is taken and such notice shall contain specific reasons for the action. The freeze on the credit line shall terminate at any time the interest rate is reduced below the maximum annual percentage rate of Thirteen and One-Quarter (13.25%) percent and I shall receive written notice of such action.

(5) Effective Date of Change

My new interest rate will become effective on each Change Date. I will pay the amount of my new payment beginning on the first payment date after the Change Date until the amount of my monthly payment changes again.

(6) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIARY INTEREST IN BORROWER

If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.


RONALD J. BISHOP


DIANNE J. BISHOP

~~61-6283~~

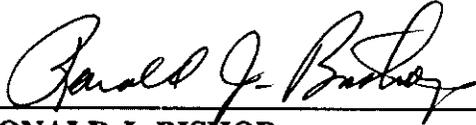
*This Deed of Trust is an "open-end mortgage" as defined under the provisions of T.C.A. Section 47-28-101. The open-end credit agreement secured by the lien of this Deed of Trust and any extension thereof shall not exceed a total of Five (5) years from the date of the original execution of said open-end credit agreement. The maximum total amount of principal indebtedness secured by this Deed of Trust at any time shall not exceed TWENTY-NINE THOUSAND AND NO/100 (\$29,000) DOLLARS.

The Party of the First Part acknowledge and understand that they have the right to reduce the maximum amount of principal indebtedness secured under this Deed of Trust pursuant to the provisions of T.C.A. Section 47-28-101, et seq.

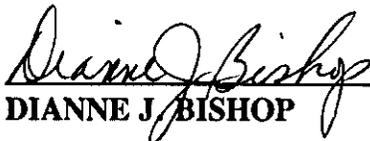
Upon the service by Party of the First Part to Memphis Area Teachers' Credit Union of a notice of limitation to reduce the credit limit pursuant to the terms of the open-end credit agreement, the Party of the First Part agrees to promptly return any checks, credit cards, or other devices provided Party of the First Part by Memphis Area Teachers' Credit Union for purposes of obtaining further advances authorized under the terms of the open-end credit agreement.

The above provisions are provided in compliance with the provisions of T.C.A. Sections 47-28-101 and 47-28-104 in order to provide priority to this open-end mortgage.

The notice of limitation shall be served upon the Memphis Area Teachers' Credit Union, 7845 Highway 64, Memphis, Tennessee 38133.



RONALD J. BISHOP



DIANNE J. BISHOP