To the Chancery Clerk: The property described herein is located in

STATE MS.-DESOTO CO.
FILED

JUN 13 3 23 PM '97

BOOK 913 PAGE 370

Prepared by:
PREPARED BY:
DEPOSIT GUARANTY NATIONAL BANK
P. O. BOX 209
SOUTHAVEN, MS 38671
Tel: (601) 342-1200
BY: Regina Fabrizio

97-324

BK 913 PG 370
W.E. DAVIS CH. CLK.

DEED OF TRUST

TO

DEPOSIT GUARANTY NATIONAL BANK
JACKSON, MISSISSIPPI

THIS DEED OF TRUST, made and entered into this the 5th day of Jun. 1997, by and between BILLIE E BRITT of the first part, whose address is 3265 WINDERMERE DR., NESBIT, MS, hereinafter (whether one or more) designated as the GRANTORS; J. Clifford Harrison Trustee, of the second part, hereinafter designated as TRUSTEE; and DEPOSIT GUARANTY NATIONAL BANK, whose main office is 210 East Capitol Street, Jackson, Mississippi, of the third part, hereinafter designated as the BENEFICIARY.

WITNESSETH: THAT WHEREAS the Grantors are justly indebted to the Beneficiary in the full sum of Twenty Thousand Eighteen And 50/100 DOLLARS($20,018.50), evidenced by promissory note(s) of even date herewith payable to the Beneficiary at its main office or any branch thereof as follows, to-wit:

This note is payable in monthly instalments of $259.39 INCLUDING INTEREST beginning Jul. 10, 1997 and on the 10TH day of each succeeding month with the remaining unpaid principal plus accrued interest due and payable at maturity, said maturity date being Jun. 10, 2007. Failure to pay any instalment as and when due shall, at the option of the holder, mature the entire indebtedness.

Said note(s) bearing interest from date at the [x] fixed [ ] variable rate specified in the note(s), and providing that any remaining unpaid balance of principal and accrued interest, if not sooner paid, shall be due and payable in full on the 10th day of Jun. 2007, and providing for attorney's fees for collection if not paid according to the terms thereof;

AND, WHEREAS, Grantors are anxious to secure the payment of said indebtedness hereinabove specifically described, together with any other indebtedness of any and all nature that may become due and owing under the terms of this instrument, together with all extensions, renewals and modifications, as more particularly described in Paragraph 1 below, of any of the aforementioned obligations, or any part thereof, and whether otherwise secured or not;

NOW, THEREFORE, in consideration of FIVE AND NO/100 ($5.00) DOLLARS, to the undersigned Grantors this day paid by the aforesaid Trustee, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby convey and warrant unto the said Trustee, the following described land and property, together with all existing and hereinafter added hereditaments and appurtenances thereunto pertaining, buildings and improvements located thereon, air conditioning, heating and ventilation equipment, fixtures (including trade fixtures), whether attached to the property or detached therefrom, easements and rights-of-way appurtenant to the property, all right, title and interest of Grantors in any land lying within the right-of-way of any abutting street or alley and all strips or gores of land adjacent to the property hereinafter described, lying and being situated in the _____ State of Mississippi, being particularly described as follows:

LOT 75, SECTION E, PLEASANT ACRES, SITUATED IN SECTION 22, TOWNSHIP 2 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI, AP PER PLAT THEREOF RECORDED IN PLAT BOOK 31, PAGES 21-22, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPP

Initials [signature]

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Provided, that notwithstanding anything herein to the contrary, nothing contained herein, or in any other document in favor of Beneficiary, shall grant to the Beneficiary a nonpossessory security interest in "household goods", as defined in Federal Reserve Board Regulation AA, Subpart B, and laws amendatory thereof, if any, other than a purchase money security interest which is specifically described; nor shall anything contained herein grant to Beneficiary a lien for indebtedness other than the original indebtedness if the inclusion of such additional indebtedness would be deemed a separate transaction for purposes of application of the right of rescission, if the transaction is subject to rescission under the Federal Truth-In-Lending Act and regulations, unless proper notice of rescission is given.

The Grantors do hereby covenant and agree that, together with and in addition to the monthly payments of principal and interest payable under the terms of any note(s) secured hereby, they will pay to the Beneficiary, upon Beneficiary's request, on the first day of each month until the indebtedness secured hereby is fully paid:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantors are notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become past due, such sums to be held by the Beneficiary to pay said ground rents, premiums, taxes, and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) above and those payable on any note(s) secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) Ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
(II) Interest on any note(s) secured hereby;
(III) Amortization of the principal of any note(s) secured hereby; and
(IV) Payment of any other sums secured by this Deed of Trust.

(c) The periodic payment required of Grantors in subparagraph (a) above merely constitutes a debt owed by the Beneficiary to the Grantors, which debt can be discharged by the Beneficiary's payment of ground rents, if any, taxes, insurance premiums, and special assessments as they become due. The Grantors do hereby acknowledge that the Beneficiary does not hold the funds paid under subparagraph (a) above, in trust and that the Beneficiary in no way consents or undertakes to act as the Grantors' agent. The Grantors do further acknowledge that Beneficiary shall not be required to pay the Grantors any interest or earnings on the funds. Nothing contained herein relieves the Grantors of their obligations under Paragraph 2 below.

Any deficiency in the amount of such aggregate monthly payment shall constitute an event of default under this Deed of Trust.

It is understood and agreed that this conveyance is made subject to and the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

1. This Deed of Trust secures not only the aforementioned indebtedness but also such future and additional advances of any and all nature as may be made to the Grantors, or any of them, by the Beneficiary (the Beneficiary to be the sole judge as to whether or not any such future or additional advances will be made), as well as any additional indebtedness of any and all nature of the Grantors, or any of them, heretofore, now, or hereafter contracted with or otherwise acquired by the Beneficiary, before the cancellation of record of this instrument, whether such indebtedness be represented by promissory notes, open account, overdraft or otherwise, including also any indebtedness of any Grantor made as a joint maker, surety, endorser or guarantor, together with all extensions, renewals and modifications, including but not limited to changes in interest rates, indices, payment terms, maturity dates and the methods or formulas used to determine interest rates, of any of the aforementioned obligations, or any part thereof, and whether otherwise secured or not. Unless expressed otherwise, no discharge or novation is intended by any extensions, renewals or modifications referred to herein. In addition, Grantors, jointly and severally, agree to pay Beneficiary interest on any advances, including, without limitation, for payment of rent, taxes, assessments, insurance, repairs, remedial action in compliance with laws or regulations, obtaining appraisals, curing defaults under prior liens, protection of the property herein described, and all other expenses, attorneys' fees and costs incurred in enforcing the provisions of this Deed of Trust, calculated from the date of any such advance at the highest rate specified in any note or notes secured hereby. This Deed of Trust shall remain in full force and effect as to all future advances and other extensions of credit from Beneficiary to Grantors, or any of them, made pursuant to this Deed of Trust or any note(s) or other agreement secured hereby, regardless of whether the balance due thereunder may, from time to time, be reduced to zero or the money secured hereby otherwise is paid, and the lien hereof shall continue and not be discharged until all agreements between Grantors and Beneficiary for further advances or extensions of credit have been terminated and this Deed of Trust fully performed by Grantors and released of record by Beneficiary.

2. The Grantors herein shall pay all ground rents, if any, and all taxes and assessments, general or special, which may be levied or assessed upon the property herein described promptly when the same shall become due, and keep the improvements situated upon said land insured at all times during the continuance of this Deed of Trust against loss or damage by fire, storm, all hazards included within the term "extended coverage," flood (where the property is determined at any time during the continuance of this Deed of Trust to be located in a special flood hazard area) and any other hazards as Beneficiary may reasonably require for the maximum amount of insurance obtainable or in such amount as may be approved by the Beneficiary, issued by a solvent insurance company or companies authorized and admitted to do business in the State of Mississippi, and satisfactory to the Beneficiary, with standard mortgage clause attached in favor of Beneficiary, and shall have the policy or policies of insurance assigned and delivered to the Beneficiary, and on failure so to do, then the Beneficiary shall have the right, but shall not be obligated, to pay said ground rents, taxes and assessments, redeem the property from any tax sale, or sales, if it has been sold, and insure said property, pay the premiums, and have a lien for the same, and the failure to promptly repay the Beneficiary any money so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the Beneficiary, immediately due and payable. In event of loss or damage to the premises by fire or other hazard, Grantors will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantors, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to the Grantors and the Beneficiary jointly, and the insurance proceeds or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises resulting from the exercise of any rights or remedies hereunder, all right, title, and interest of Grantors in and to any insurance policies then in force shall pass to the purchaser or grantee.

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3. The rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the Beneficiary shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

4. A failure on the part of the Beneficiary to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the Beneficiary's right to exercise said option in the event of any subsequent default.

5. The Grantors agree to comply fully with all laws, ordinances, rules and regulations applicable to Grantors and the property described in this Deed of Trust. The Grantors further bind themselves not to abandon said property and covenant that waste will not be committed or suffered to be committed thereon, and a breach of any of these agreements and conditions shall cause the entire indebtedness, secured hereby, to become due and payable at the option of the Beneficiary. It is further agreed that in event the Grantors fail to keep in as good state of repair as they now are, the buildings and appurtenances hereinabove conveyed, or otherwise fail to comply with the agreements herein contained, that the Beneficiary shall have the right at Beneficiary's option to make needed repairs, betterments or improvements, and to bring the property in compliance herewith, and any expenditure for such purpose will be a legitimate indebtedness against the Grantors and against the property embraced in this Deed of Trust, and the cost of any such repairs, betterments or improvements will become a part of the debt secured by this instrument, and the failure to promptly repay Beneficiary any money so expended, upon demand, shall render the whole indebtedness herein secured, at the option of Beneficiary, immediately due and payable.

6. (a) Grantors represent and warrant that the property herein described, including, but not limited to, soil and groundwater conditions, is in compliance with and shall, during the term of this indebtedness, be kept in compliance with and not be permitted to be in violation of any federal, state, or local laws, ordinances or regulations including any permits, licenses or certificates required thereunder; such laws, ordinances and regulations include, but are not limited to those relating to safety, health, or to the environmental conditions on, under or about the property. Grantors have not used, generated, manufactured, stored, released, or disposed of on, or under, or about the property or transported to or from the property any flammable explosives, radioactive materials, gasoline and other petroleum hydrocarbons, urea formaldehyde foam insulation, polychlorinated biphenyls (PCB's), radon gas, asbestos materials, hazardous wastes, toxic substances, or related materials, including, without limitation, any substances defined as or included in the definitions of "hazardous substances", "hazardous wastes", "hazardous materials", or "toxic substances" under any applicable federal, state or local laws or regulations, or any substances regulated by such laws or regulations, or any substances the presence of which would cause or threaten to cause a nuisance upon the property or adjacent properties or threaten to pose a hazard to the health or safety of persons on or about the property (collectively referred to hereinafter as "hazardous materials"), except as previously disclosed to Beneficiary in writing, and shall not conduct any such activities in the future. Grantors have no knowledge of any hazardous materials having been located, disposed of or released on or to the property. Grantors will not do or permit any act or thing, business, or operation that would, in any way, materially increase the Beneficiary's risks with respect to the property or facilities, including, without limitation, any action which could impair the value of the property and facilities, or any part thereof. Likewise, Grantors have no knowledge of any occurrence or condition on any real property adjoining the property or in the vicinity of the property which could affect the value or transferability of the property or any part thereof.

(b) Grantors shall immediately advise Beneficiary in writing of (i) any and all enforcement, cleanup, remedial, removal, or other governmental or regulatory actions instituted, completed, or threatened pursuant to any applicable federal, state, or local environmental, health or safety laws, ordinances, or regulations relating thereto; (ii) all claims made or threatened by any third party against Grantors or the property, relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any violation or alleged violation of law; (iii) Grantors' discovery of any and all possible violations of law; and (iv) Grantors' discovery of any occurrence or condition on any real property adjoining or in the vicinity of the property that could affect the value or transferability of the property or any part thereof.

(c) Until written notice is given to Beneficiary, Grantors shall not take any remedial action in response to the presence of any hazardous materials on, under, or upon the property nor enter into any settlement agreement, consent decree, or other compromise in respect to any hazardous materials claims, which remedial action, settlement, consent, or compromise might, in Beneficiary's reasonable judgment, impair the value of Beneficiary's security hereunder; provided, however, that prior notice to Beneficiary shall not be necessary in the event that the presence of hazardous materials on, under, or about the property either poses an immediate threat to the health, safety, or welfare of any individual or is of such a nature that an immediate remedial response is necessary, and it is not reasonably possible to give Beneficiary prior written notice, provided that in such event, Grantors shall notify Beneficiary as soon as practical thereafter of any action so taken. In the event Grantors shall fail to commence or complete any necessary remedial action described herein, Beneficiary may, but shall not be required to, cause such remedial action to be taken and completed and all costs and expenses thereof, or incurred in connection therewith, shall become part of the indebtedness secured hereby and shall be included in Grantors' indemnity obligations as herein provided. Likewise, any costs and expenses related to environmental audits, testing procedures, or remedial actions incurred by Beneficiary prior to foreclosure shall become part of the indebtedness secured hereby.

(d) Each calendar year during the term of this indebtedness, Grantors shall submit, upon Beneficiary's request, a written report in scope, form, and substance satisfactory to Beneficiary, certifying that no evidence or indication has arisen which could suggest that there has been a release of hazardous materials at, upon, or from the hereinabove described property and facilities which could necessitate remedial action or could impair the value of the property herein described, and which certifies that the property and facilities are in compliance with, and do not deviate from any and all applicable federal, state, and local environmental laws, ordinances, rules and regulations, including any permits, licenses, or certificates required thereunder.

(e) Grantors hereby grant, and will cause any and all agents, employees, contractors, invitees and tenants to grant Beneficiary, its agents, attorneys, employees, consultants, and contractors an irrevocable license and authorization to enter upon and inspect the property herein described and facilities thereon and the records and documentation related thereto, and perform such audits, tests, evaluations or appraisals as the Beneficiary, in its sole discretion, determines are necessary to protect its security interest. Any costs and expenses related to the audits, tests, evaluations or appraisals shall become part of the indebtedness secured hereby.

(f) Grantors shall cause any and all agents, employees, contractors, invitees and tenants to comply with the warranties, representations and agreements contained herein as to the compliance, use and repair of the property and the requirements of notification.

7. Grantors represent and warrant that the indebtedness secured hereby is not intended for any illegal purposes. Grantors further represent and warrant that the funds used in the purchase of the property were not obtained from any illegal activities, that the property itself has not been nor will be used for illegal activities and that the repayment of the indebtedness shall not be from funds obtained from illegal activities.

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8. Grantors hereby appoint Beneficiary as their attorney in fact for the purpose of executing any and all documents necessary to protect Beneficiary's interest in the property.

9. Upon Beneficiary's written request, not more frequently than annually, Grantors shall submit an updated appraisal of the property herein described, said appraisal to be performed at Grantor's expense by a qualified appraiser, approved by Beneficiary. At Beneficiary's option, Beneficiary may contract for and obtain directly such an appraisal and the cost thereof will be a legitimate indebtedness of the Grantors. Grantors shall promptly repay Beneficiary any money so expended, upon demand.

10. When any voluntary or involuntary payment is made to Beneficiary under any provision hereof, Beneficiary shall have the exclusive right to make application of such payment to any indebtedness secured hereby, and such application shall not be restricted to the "aforesaid indebtedness" specifically described herein. Beneficiary shall not be obligated to apply any part of such payment to any indebtedness other than the one or ones to which it, in its sole discretion, elects. Should the whole or any part of any indebtedness secured hereby be assigned or transferred, the right of application herein granted Beneficiary, shall be retained by Beneficiary in the absence of specific written assignment or transfer of such right or any part thereof.

11. If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the Trustee or any successor in said trust, shall have full power, in case he is directed to foreclose under this instrument, to select in which county, or judicial district, the sale of all or any part of the above property shall be made and his selection shall be binding upon the Grantors and the Beneficiary and all persons claiming through or under them, whether by contract or by law. The Trustee or any successor in said trust shall have full power to fix the day, time, terms and place of sale and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose but said appointment of agent need not be recorded. The Trustee shall have full discretion to determine the mode or method of payment regardless of any notice or other provision to the contrary.

12. The Grantors waive the provisions of Section 89-1-55 Mississippi Code of 1972, and laws amendatory thereof, if any, as far as said Section restricts the right of Trustee to offer at sale more than one hundred and sixty acres at a time, and the Trustee may offer the property herein conveyed in parcels or as a whole, and in any order the Trustee may deem best, regardless of the manner in which it may be described.

13. If the title, interest, lien, encumbrance or other right of the Beneficiary or the Trustee, as the case may be, in and to all or any part of the property described herein or the rights or powers conferred hereby shall be attacked, either directly or indirectly, or if Beneficiary or Trustee should employ legal counsel to assist in the enforcement of this Deed of Trust, the protection of the property described herein or the title, interest, lien, encumbrance or other rights of the Beneficiary or Trustee in such property, regardless of whether suit is filed, or if Beneficiary or Trustee should seek to have this Deed of Trust reformed by judicial proceedings where necessary by mistake in this act, Grantors shall pay to Beneficiary and/or Trustee, as the case may be, all legal costs (including paralegal, legal assistant and other related legal fees and expenses) and other costs and expenses, including but not limited to surveys, appraisals and engineering reports. Beneficiary and Trustee, as applicable, shall have the right to join and participate in, as a party if either so elects (regardless of whether such party is a necessary or desirable party to the action), any legal proceedings or actions affecting or related to the property described herein or the lien of this Deed of Trust, including, without limitation, actions relating to environmental claims, federal liens, civil forfeiture and other governmental claims or actions, and all legal costs (including paralegal, legal assistant and other related legal fees and expenses) in connection therewith shall be paid by Grantors. Grantors shall be solely responsible for and hereby agree to defend, indemnify and hold Trustee, its successors and agents, and Beneficiary, its directors, officers, employees, agents, successors and assigns, harmless from and against any loss, damage, cost, expense or liability, arising, directly or indirectly, out of any claim for loss or damage to the property, injuries to or death of persons, contamination of or adverse effects on the environment or on persons or properties, or any actual or alleged violation of federal, state, municipal or other laws, ordinances, rules or regulations caused or alleged to be caused in any way by Grantors or the property or related thereto or to this Deed of Trust. This indemnification and hold harmless shall be in addition to all other remedies otherwise available to Beneficiary and Trustee hereunder, at law or in equity, or under any of the loan documentation, and shall survive the cancellation of this Deed of Trust, or the sale of the property by foreclosure or deed in lieu thereof. All fees, costs and expenses described herein shall constitute a part of the debt secured hereby, due and payable to the Beneficiary upon demand.

14. The Grantors agree to pay all usual and necessary costs incident to the cancellation upon the record or records of this Deed of Trust.

15. In the event the lien of this Deed of Trust is subordinate in any way to any other Deed of Trust or lien of any kind, the Beneficiary may, in the event of a default in the performance of any covenant or agreement in the prior Deed of Trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option declare the entire indebtedness secured by this Deed of Trust immediately due and payable, or the Beneficiary may perform any such defaulted covenant or agreement to such extent as the Beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the Beneficiary shall have a lien for the same, and the Trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness secured by this Deed of Trust, and the failure to promptly repay the Beneficiary any monies so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the Beneficiary, immediately due and payable.

16. The Beneficiary may at pleasure, without giving formal notice to the original or any successor Trustee, or to the Grantors herein or their vendees of the property herein conveyed, immediate or remote, and without regard to the willingness or inability of any such Trustee to act, or to execute this trust, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the Trustee herein named. If the Beneficiary be a corporation, such appointment may be made by any one of its officers or agents. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and all other obligations of Grantors hereunder discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price. If Beneficiary is the successful bidder at foreclosure, Beneficiary shall receive credit on its bid up to the indebtedness then due and secured hereby and need not make any payment to the Trustee unless the amount bid exceeds the indebtedness then due, in which event only the excess shall be payable to the Trustee.

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17. This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness and any and all other indebtedness that may become due and owing to the Beneficiary, and all other obligations of Grantors under the terms of this instrument, and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the Beneficiary, in the payment of premiums for insurance, or in the payment of ground rents or taxes on the said property, or in the payment of attorneys' fees and/or other items expended in the protection of this security, and any other indebtedness that may become due and owing by the Grantors to the Beneficiary during the term of this Deed of Trust arising in any manner whatsoever. If default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest, or in the payment of ground rents, taxes or insurance as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any covenants contained herein or in any agreements with Beneficiary, or if the Grantors or any of them, or their vendees of the property herein conveyed, immediate or remote, should generally not pay their respective debts as such debts become due, become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put them in involuntary bankruptcy, or should any proceedings be taken against the Grantors, or their said vendees, immediate or remote, or any of them, looking to the appointment of a receiver, assignee, or trustee, or should a writ or order of seizure, attachment, or garnishment be issued or made against the property described herein or should the property otherwise be seized by any governmental authority, or should the Beneficiary make a determination in good faith that there has been a material adverse change in the value of the property herein described, then in that event the entire principal sum secured hereby, with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the Beneficiary, be and become at once due and payable without notice, and the Trustee herein named, or his successor, or successors, shall, at the request of the Beneficiary, sell said property and land, after giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972, and amendments, if any, thereto, and make deed to the purchaser or purchasers thereof. Out of the proceeds arising from said sale, the costs and expenses of executing this Deed of Trust, including a reasonable trustee's fee, which is hereby agreed to be not less than ten percent (10%) of the total indebtedness, and the attorneys' fees secured hereby, shall first be paid, next the amount of said indebtedness then remaining unpaid shall be paid and lastly, any balance remaining shall be paid in accordance with applicable law. In the event of said default, the Beneficiary shall have all the remedies of a secured party under the Uniform Commercial Code of Mississippi.

18. The indebtedness secured hereby may not be assumed, nor may the property described herein be sold, conveyed or transferred, in whole or in part, nor, where Grantors are not natural persons, shall a beneficial interest in Grantors be sold or transferred without Beneficiary's prior written consent, and a breach of any of said conditions shall, at Beneficiary's option, cause the entire indebtedness secured hereby to become due and payable. If Beneficiary exercises this option, Beneficiary shall give Grantors notice of acceleration, providing Grantors a period of not less than 30 days from the date the notice is delivered or mailed within which to pay all sums secured by this Deed of Trust. If Grantors fail to pay these sums prior to expiration of this period, Beneficiary may invoke any remedies permitted by this Deed of Trust without further notice or demand.

19. Grantors represent, warrant and covenant that the indebtedness was contracted for by Grantors at their request based on their own independent determination of need. Grantors understand that any appraisals or evaluations of the value or condition of the property made by or for the Beneficiary were made solely for the Beneficiary's benefit in deciding whether to approve the indebtedness, and Beneficiary in no way has warranted the value or condition of the property described herein in making said appraisals or evaluations. Grantors represent and warrant that they have not relied upon said appraisals or evaluations of the value or condition of the property described herein in assuming the indebtedness and executing this instrument. Grantors understand and agree that they have no right to rely on any future appraisals or evaluations by or for Beneficiary of the property. Grantors further understand that their obligation to pay the indebtedness represented by the promissory note or notes and secured, at least in part, by this Deed of Trust, is independent of any appraisals and evaluations by or for Beneficiary of the property.

20. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise. Any notice to Grantors provided for in the Deed of Trust shall be deemed given by delivering it or mailing it first class mail to the address of Grantors shown on the Deed of Trust. Likewise, any notice to Beneficiary shall be deemed given by delivering it or mailing it first class mail to the Beneficiary's address shown herein or any other address Beneficiary designates to Grantors.

IN TESTIMONY WHEREOF, Witness the signature(s) of Grantors on this the day and date first above written.

Billie E Britt

BILLIE E BRITT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5th day of June, 1997, within my jurisdiction, the within named Billie E. Britt, who acknowledged that he (he, she, they) executed the above and foregoing instrument.

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: Feb. 21, 2000
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Lana Sherry Morgan
Notary Public

My Commission Expires: _____

CORPORATE/PARTNERSHIP/LIMITED LIABILITY CO. ACKNOWLEDGMENT
(one signer)

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 19____, within my jurisdiction, the within named _____ (Name of Person Authorized to Sign), who acknowledged that _____ (He, She) is _____ (Title of Person Signing) of _____ (Name of Entity), a _____ (Corporation, Partnership, Limited Liability Co.), and that for and on behalf of the said _____ (Name of Entity), and as its act and deed _____ (He, She) executed the above and foregoing instrument, after first having been duly authorized by said _____ (Name of Entity) to do.

_____
Notary Public

My Commission Expires: _____

CORPORATE/PARTNERSHIP/LIMITED LIABILITY CO. ACKNOWLEDGMENT
(multi-signers)

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 19____, within my jurisdiction, the within named _____ and _____ (Names of persons authorized to sign on behalf of Entity), who acknowledged that they are _____ and _____ (Titles of persons authorized to sign), respectively, of _____ (Name of Entity), a _____ (Corporation, Partnership, Limited Liability Co.), and that for and on behalf of the said _____ (Name of Entity), and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said _____ (Name of Entity) so to do.

_____
Notary Public

My Commission Expires: _____

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