

DEED OF TRUST WITH ASSIGNMENT OF RENTS AND WITH PROVISIONS FOR FUTURE ADVANCE

BOOK 894 PAGE 173

BOOK 915 PAGE 74

Maximum Principal Indebtedness for Recording Tax purpose is \$

GRANTOR(S):	ACCOUNT NUMBER 845402567	THIS TRUST DEED PREPARED BY BENEFICIARY	
LAST NAME ROBBINS RICKY M.	FIRST RICKY	INITIAL RM	SPOUSE'S NAME PENNY ROBBINS
MAILING ADDRESS 6555 MOSSY CREEK	STREET	CITY SOUTHAVEN, MISSISSIPPI	STATE MISSISSIPPI
			ZIP 38671

Beneficiary: AVCO FINANCIAL SERVICES
4456 ELVIS PRESLEY BLVD
MEMPHIS, TENNESSEE 38116

THIS DEED OF TRUST, made this 14TH day of MARCH, 1997, between RICKY M ROBBINS and PENNY L ROBBINS as

GRANTOR(S) whose address is stated above, REAL ESTATE LOAN SERVICES OF TENNESSEE, INC., as TRUSTEE, and AVCO FINANCIAL SERVICES OF TN INC., as BENEFICIARY.

PRIOR DEED OF TRUST dated in the amount of \$
NEW DEED OF TRUST recorded in the amount of \$ 37335.72

WITNESSETH: That Grantor for valuable consideration has this day bargained and sold, and does hereby transfer and convey to Trustee and its successors in trust, that certain property in the State of MISSISSIPPI, DESOTO County, described as follows, to wit:

LOT 124, SOUTHERN PINES SUBDIVISION, LOCATED IN SECTION 31, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DESOTO COUNTY MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 21, PAGES 43-46, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

THIS BEING THE SAME PROPERTY CONVEYED TO RICKY M. ROBBINS AND WIFE, PENNY L. ROBBINS, AS TENANTS BY THE ENTIRETY WITH THE FULL RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON, FROM J & F ENTERPRISES, INC., BY DEED DATED APRIL 2, 1984, RECORDED APRIL 3, 1984 IN BOOK 169, PAGE 574, RECORDED IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

PARCEL NO: 1079-3103.0-00124.00

PROPERTY ALSO KNOWN AS: 6555 MOSSY CREEK, SOUTHAVEN, MISSISSIPPI

This being rerecorded to add the trustee's name.

STATE MS.-DESOTO CO.
JUN 20 2 36 PM '97
BK 915 PG 74
W.E. DAVIS CH. CLK.

STATE MS.-DESOTO CO. 00.149
FILED
MAR 20 2 27 PM '97
BK 894 PG 173
W.E. DAVIS CH. CLK.

RICKY M. ROBBINS AND WIFE, PENNY L. ROBBINS WORK # 601-893-0598, 601-349-1909
HOME # 601-349-3455
THIS INSTRUMENT PREPARED BY DONALD D. JOHNSTON, 4456 ELVIS PRESLEY BLVD, MEMPHIS, TN 38116
90-335-9200

Together with all buildings and improvements now or hereafter erected thereon and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this Trust Deed, shall be deemed fixtures and subject to the property above described, all of which is referred to hereinafter as the "premises".

TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances thereto belonging to Trustee and his heirs, executors, administrators, successors and assigns forever, upon the trusts and for the uses and purposes following, and none other:

Grantor also assigns to Beneficiary all rents, issues and profits of said premises, granting the right to collect and use the same, with or without taking possession of the premises, during continuance of default hereunder, and during continuance of such default authorizing Beneficiary to enter upon said premises and/or to collect and enforce the same by any lawful means without regard to adequacy of any security for the indebtedness hereby secured.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Grantor contained herein; (2) Payment of the principal sum with interest as provided in accordance with the terms and provisions of a Promissory Note dated 3-14-97, and having its maturity date on 3-20-2005, or as extended, deferred or rescheduled by renewal or refinance herewith executed by Grantor and payable to the order of Beneficiary, to which Promissory Note reference is hereby made; (3) Payment of any additional advances not exceeding, and this Deed Of Trust shall not secure more than, the aggregate sum of \$ 37335.72, as may be hereafter loaned by Beneficiary to Grantor, or any of them. This paragraph shall not constitute a commitment to make additional loans in any amount; (4) The payment of any money that may be advanced by the Beneficiary to Grantor or to third parties, with interest thereon, where the amounts are advanced to protect the security or in accordance with the covenants of this Deed Of Trust.

All payments made by Grantor(s) on the said Promissory Note or this Deed Of Trust shall be applied in the following order:
FIRST: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Grantor(s).
SECOND: To the payment of the Total of Payments on said loan.

TO PROTECT THE SECURITY HEREOF, GRANTOR(S) COVENANTS AND AGREES: (1) To pay when due any encumbrance on the premises which is senior to the lien of Beneficiary and, notwithstanding any right or option granted by any senior encumbrance or by any senior encumbrancer, to permit the principal balance of such senior lien to increase, not to permit the principal balance of any senior encumbrance to increase above the

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