

DEED OF TRUST

BK 1025 PG 0523

Loan No. n/a Date of Note and this instrument: 8-12-98

LENDER: David S. Andrews

Lender's Address: 4934 Elmore Rd. Memphis, In. 38128

BORROWER and Address: Burleigh K. Hunter and wife Martha Lynn Hunter  
2085 Church Rd. Southaven, Ms. 38671

TRUSTEE: Wynn Brown Jr.

(a) Amount of loan (amount financed) \$ 236,093.29 . Total of payments \$ 500,598.00

(b) The total amount of finance charge is \$ 264,504.71 , being an annual percentage rate of 7 %

(c) Schedule of payments: One monthly payment of \$ 1668.66 beginning on 9-15-98  
and 299 remaining monthly payments in the amount of \$ 1668.66 payable on the same date of each  
succeeding month with the final installment due 8-15-2023

(d) The security for this loan is this deed of trust constituting a lien on the following described land and property, situated in  
Desoto County, Mississippi, described as:

See Attached Exhibit " A " for legal description.

STATE MS.-DESOYO CO.

← AUG 13 1 40 PM '98

BK 1025 PG 523  
W.E. DAVIS CH. CLK.

For good consideration, Borrower conveys and warrants to Trustee the property described in (d) above, subject to the following terms:

1. This conveyance is in trust to secure the prompt payment of the indebtedness described in (a) and (c) above. 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.
2. 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 mortgage clause in favor of Lender.
3. 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.
4. Upon Borrower's failure to pay any taxes, insurance premium, or cost of repairs, the Lender may pay the same or make such repairs; and costs thereof will become a part of the debt hereby secured with interest at the highest lawful rate, payable on demand.
5. Borrower shall be in default upon the happening of any of the following events: (a) Default of any obligation secured hereby or in the performance of any covenant contained herein; (b) If this deed of trust is subordinate to any other deed of trust or loan of any kind, default in the payment of such prior deed of trust or loan; or (c) Upon Lender reasonably deeming itself to be insecure. Except where prohibited by law, Lender will not allow assumption of this obligation on its original terms by a subsequent purchaser.
6. Upon default, Lender may declare the entire unpaid balance secured hereby with interest and other proper charges, immediately due and payable. At the request of Lender, Trustee shall sell the property and land according to Mississippi law. Lender may purchase at such sale. From the proceeds of the sale, Trustee shall pay, in the following order; first a Trustee's fee of 10%; 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.
7. Lender may charge Borrower a penalty for prepayment of the debt secured by this Deed of Trust an amount not greater than (a) Five percent (5%) of the unpaid principal balance if prepaid during the first year; (b) Four percent (4%) of the unpaid principal balance if prepaid during the second year; (c) Three percent (3%) of the unpaid principal balance if prepaid during the third year; (d) Two percent (2%) of the unpaid principal balance if prepaid during the fourth year; (e) One percent (1%) of the unpaid principal balance if prepaid during the fifth year.
8. 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.
9. Any waiver by Lender of any default shall not operate as a waiver of any other default or the same default on a further occasion.
10. The provisions of this Deed of Trust are severable, and, if for any reason, any provision of this Deed of Trust shall be declared invalid or unenforceable then such provision or provisions shall be considered as not written and the remainder of this Deed of Trust shall remain valid and enforceable.
11. The term "Borrower" shall mean all persons signing below, each, of whom shall be jointly and severally liable hereunder.

WITNESS our signatures this the 12th day of August 1998

Witness

*[Handwritten signatures of witnesses]*

Borrower

Borrower

Borrower

*[Handwritten signatures of Borrowers: Burleigh K. Hunter and Martha Lynn Hunter]*

STATE OF ~~MISSISSIPPI~~ <sup>TENNESSEE</sup>  
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the aforesaid county and state, the within named \_\_\_\_\_  
Quetergh K Hunter & Marlon Lynn Hunter 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 12<sup>th</sup> day of August, 1998.  
My Commission Expires: MY COMMISSION EXPIRES AUGUST 29, 2001  
NOTARY PUBLIC [Signature]



STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

Personally appeared \_\_\_\_\_, one of the subscribing witnesses to the foregoing instru-  
ment who, being first duly sworn, deposeth and saith that he (she) saw the within named \_\_\_\_\_  
whose names are subscribed thereto, sign and deliver the same to the said Trustee; that he (she), this affiant, subscribed his (her) name as a witness  
thereto in the presence of the said \_\_\_\_\_

GIVEN under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
My Commission Expires: \_\_\_\_\_  
NOTARY PUBLIC \_\_\_\_\_

This Trust Deed prepared by:

Joe Crouch  
Metro Credit Rental Inc  
3810 PARK AVE  
Memphis, TN 38111  
1-901-452-4010

## EXHIBIT " A "

Part of the West Half of the Northwest One-Quarter.

7 1/2 acres, more or less, being situated in Section 9, Township 2, Range 7 West, and more particularly described as follows: Beginning at the northwest corner of Section 9; thence South 1 degree 32 minutes west along the west line of said section 40.0 feet to a point in the south right of way of Church Road; thence south 88 degrees 30 minutes east along the south right of way of Church Road and being parallel to the north line of said section 760.23 feet to a point being the northeast corner of the Jerry W. Hunter, et ux, tract of record in Book 107, Page 572; thence south 1 degree 18 minutes 02 seconds west 857.08 feet along the east line of said tract to a point being the southeast corner of said tract; and being the point of beginning of the herein conveyed tract; thence south 1 degree 18 minutes 02 seconds west 851.77 feet to a point being the southeast corner of the herein conveyed tract; thence north 89 degrees 52 minutes 18 seconds west 252.38 feet to a point; thence west 88 degrees 10 minutes 45 seconds west 129.21 feet to a point, being the southeast corner of the Robert M. Martin, Jr., et ux, tract as recorded in Book 107, Page 595; thence north 1 degree 17 minutes 52 seconds west along the line of the said Martin tract 857.09 feet to a point being the southwest corner of the said Hunter tract and the northwest corner of the herein conveyed tract; thence south 88 degrees 30 minutes east and along the south line of the Hunter tract 381.59 feet to the point of beginning and further being the south one half of the original 15 acres conveyed by deed of date May 16, 1973, of record in Book 104, Page 285, of the Deed records of DeSoto County, Mississippi.

A perpetual easement for right of ingress and egress 12 1/2 feet wide running north and south along the west line of said property a distance of 42.92 feet is granted herein which is contiguous with the south end and a part of the 25 foot wide easement granted by prior deeds on contiguous lands.

This being the same property conveyed to Martha Lynn Hunter, from Jerry Hunter, by deed dated December 2, 1977, recorded December 5, 1977, in Book 132, Page 451, a correction of Deed Book 104, Page 285, in the Chancery Clerk's Office of DeSoto County, Mississippi.

Parcel No: 2072-0900.0-00007

Property also known as: 2085 Church, Southaven, Mississippi.

This Exhibit is a part to that certain Deed of Trust securing a loan from David S. Andrews to Burleigh K. Hunter and wife Martha Lynn Hunter executed on 8-12-98 in the principal amount of 236,093.29.

*BKH*  
*Dalh*