

PersonaLine DEED OF TRUST

BK 1110PG0290

ROGER A. PALMER, SR. AND WIFE, SANDRA A. PALMER

BANK OF MISSISSIPPI OLIVE BRANCH

In consideration of \$10.00, in hand paid, and other valid consideration, WE convey and warrant to JAMES E. WOODS Trustee, the following described property in DESOTO County, State of Mississippi, to wit:

LOT 37, VILLAGES OF CEDARVIEW SUBDIVISION, IN SECTION 21, TOWNSHIP 2 SOUTH, RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI, AS SHOWN BY PLAT RECORDED IN PLAT BOOK 47, AT PAGE 18, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

RETURN TO:
SOUTHWEST FINANCIAL SERVICES, LTD.
537 E. PETE ROSE WAY, SUITE 300
CINCINNATI, OH 45202

This is the first lien on the above described property except TRUSTMARK FOR \$154,561

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure payment of all PersonaLine indebtedness and all other indebtedness to Bank of Mississippi. Bank of Mississippi, as Beneficiary hereunder, is obligated to lend to the Grantors the sum of FORTY THOUSAND DOLLARS AND NO/100 (\$ 40,000.00)

that being the maximum amount of present and/or future indebtedness of Grantors to the Bank secured by this deed of trust with said indebtedness to be incurred from time to time by periodic advances made on or before the 10TH day of DECEMBER, 19 98; said date being the maturity date hereof with all indebtedness secured hereunder being due and payable in full on said date. The balance on the indebtedness secured hereunder shall be no more than FORTY THOUSAND DOLLARS (\$ 40,000.00)

The indebtedness to Bank of Mississippi is evidenced by that certain PersonaLine Agreement (hereinafter Agreement) of even date herewith the payment of which the Grantors agree to and hereby secure by execution of the Deed of Trust together with all interest which may accrue on the indebtedness and any renewals, modifications, or extensions thereof, in whole or in part or periodic future advances thereunder and hereinafter agreed to be made to and paid by the Grantors. Payments on said indebtedness shall be in monthly or other installments as set forth in the Agreement and the monthly statement issued thereafter to Grantors.

Said indebtedness bearing interest at a rate as provided in said Agreement together with attorneys' fees and costs as therein provided.

(B) Also any other indebtedness heretofore, now or hereafter contracted with either said bank or the holder of the above described indebtedness by the Grantors herein or either of them whether such other indebtedness be evidenced by note, open account, overdraft or any other manner whatsoever, including also any indebtedness of any Grantor made as joint maker, surety, endorser, or Grantor.

(C) Also any amount paid out or contracted to be paid, by the said bank or the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear 10.00 per cent interest from date made, and due on demand.

(D) Also to secure any renewal or extension of all or any part of any of the above described indebtedness, and the performance and fulfillment of all the obligations, Agreements and covenants of this Deed of Trust and Agreement.

II. The Grantors agree and bind themselves as follows: To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the indebtedness secured hereby and in the said Agreement; to pay all expenses and costs in any way incident to this trust deed, to keep said property free from all tax liens of every kind, to keep the improvements thereon in reasonable repair and not permit waste of said property; to keep the improvements thereon fully insured with properly authorized insurance companies against loss by tornado and fire, payable in the event of loss to the owner or owners of said indebtedness, as their interest may appear.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said bank (or the holder of the indebtedness secured by this Deed of Trust) whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said bank or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same may be applied by said bank or the holder of the indebtedness secured by this Deed of Trust and the said Agreement as they deem to their best interest and at their election.

IV. If the Grantor should default in any one or more of the obligations, conditions, and terms of the PersonaLine agreement and disclosure and this Deed of Trust herein; or if the Grantors defraud or materially misrepresent matters relating to said indebtedness or the property secured thereby; or if the Grantors fail to meet the terms and conditions of the PersonaLine agreement and disclosure statement; or if the Grantors act or fail to act in a manner that adversely affects the Bank's secured interest, including but not limited to the Grantors adjudication as bankrupt or insolvent under either the Federal Bankruptcy Laws or State Insolvency Laws, then the Bank or the holder of the indebtedness or any part thereof shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said trustee shall take possession of said property and sell same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and, in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and, in the case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale, the trustee shall pay all the indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this Deed of Trust.

V. The owner, or owners of said indebtedness whether they be the original owner, or owners by assignment, may, whenever they deem fit appoint a Trustee in the place of the one herein named, or any subsequent Trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed Trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted Trustee shall have all the powers of said original Trustee.

VI. Should the Trustee take possession of the property herein conveyed, such Trustee may without Court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues and profits arising therefrom and in order to effectually carry out this purpose said Trustee or his successors and the beneficiaries under this Deed of Trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the Trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a Trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

VII. If the property secured hereunder shall be transferred, assigned, conveyed, or otherwise encumbered, or if liens are filed against the property and not removed within fifteen (15) days after any such filing during the term of this Deed of Trust or any renewal or extension thereof without first obtaining written consent of the said bank or the holder of said indebtedness, then the Grantors shall be in default under the terms and conditions of this Deed of Trust and Agreement and the unpaid principal of and accrued interest under the Agreement secured by this Deed of Trust shall, at the option of the Bank, immediately become due and payable.

VIII. The said Grantors herein expressly waive the provisions of Section 89-1-49, Mississippi Code of 1972, recompiled and laws amendatory thereof, and furthermore agree and acknowledge that they will maintain the required minimum balance as set forth in the PersonaLine Agreement and that failure to do so may be deemed a default under the terms and conditions of this Deed of Trust and the Agreement.

IX. This Deed of trust is given and taken in renewal and extension of a Deed of Trust dated the _____ day of _____, 19____ and recorded in Book _____ page _____ deeds and records _____ County, Miss., and is in no way intended to void said Deed of Trust or impair the security thereof.

Witness OUR signatures, this the 10TH day of DECEMBER, 1998

X *Rogw Palmer*
X *Sandra Palmer*

STATE OF MISSISSIPPI

County of Desoto

Personally appeared before me, the undersigned

ROGER A. PALMER AND SANDRA A. PALMER and

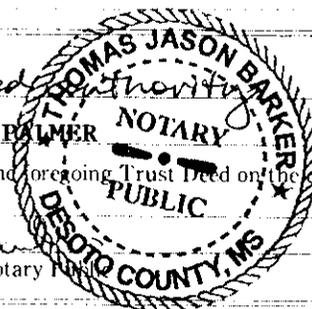
who acknowledged that THEY

signed, sealed, and delivered the foregoing Trust Deed on the date named, 1998

Given under my hand and seal of office, this 10TH day of DECEMBER

My commission expires MY COMMISSION EXPIRES: DECEMBER 28, 2001

Thomas Jason Barker
Notary Public



STATE OF MISSISSIPPI

County of _____

I, the undersigned, Clerk of the Chancery Court of _____ County, do hereby certify

_____ record in my office on the _____ day of _____ STATE MS - DESOTO CO., A.D., 19____

_____ and that the same together with the certificate of acknowledgment, is now duly recorded in _____ records of Trust Deed in my office. May 12 4 17 PM '99

_____ this the _____ day of _____, 19____

Prepared by: Bank of Mississippi
Loan Operations (601) 893-4281
8274 Hacks Cross Road
Olive Branch, MS 38654

BK 1110 PG 290

Clerk D. C.