

**BK 1131 PG 0494**  
\*\*This Deed of Trust is being rerecorded to add contractor's name to Notice of Commencement and add copy of rider to Note.

**BK 1074 PG 0054**

**E4237**

Prepared by and return to:  
**Equity Title & Escrow Co.**  
6373 Quail Hollow, Suite 102  
Memphis, Tennessee 38120

STATE MS.-DE SOTO CO.  
FILED

*CB* JAN 14 1 46 PM '99

*(901) 374-0041*

*W.E.* **BK 1074 PG 54**  
**W.E. DAVIS CH. CLK.**

[Space Above This Line For Recording Data]

# DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on **January 5, 1999**.  
The grantor is **LONZELL YATES A MARRIED MAN and WILMA YATES HIS WIFE and JOYCE FIELDS AN UNMARRIED WOMAN**

("Borrower"). The trustee is

**EQUITY TITLE & ESCROW COMPANY OF MEMPHIS**

("Trustee"). The beneficiary is

**TRANSLAND FINANCIAL SERVICES, INC.**

which is organized and existing under the laws of **the State of FLORIDA**,  
**2700 WESTHALL LANE, SUITE 210, MAITLAND, FL 32751**

, and whose address is

("Lender"). Borrower owes Lender the principal sum of

**TWO HUNDRED TWENTY EIGHT THOUSAND ONE HUNDRED AND 00/100**  
Dollars (U.S. \$ **228,100.00** ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on

**August 31, 2029** . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in

**DE SOTO**

County, Mississippi:

\*\*\*\*SEE "EXHIBIT A" ATTACHED HERETO AND MADE A PART HEREOF.\*\*\*\*

STATE MS.-DE SOTO CO.  
FILED *om*

JUL 21 3 06 PM '99

**BK 1131 PG 494**  
**W.E. DAVIS CH. CLK.**

which has the address of **XXXX AUSTIN ROAD**  
[Street]

**HORN LAKE**  
[City]

Mississippi **38637** ("Property Address");  
[Zip Code]

App. # : **30-006198**  
MISSISSIPPI -- Single Family -- Fannie Mae/Freddie Mac Uniform Instrument

Form 3025 9/90

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and

for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial 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 this option, 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.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give Borrower, in the manner provided in paragraph 14, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public

auction to the highest bidder for cash at such time and place in County as  
Trustee designates in the notice of sale in one or more parcels and in any order Trustee determines. Lender or its  
designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty,  
expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements  
made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale,  
including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security  
Instrument; and (c) and excess to the person or persons legally entitled to it.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security  
Instrument without charge to Borrower. If Trustee is requested to cancel this Security Instrument, all notes evidencing debt  
secured by this Security Instrument shall be surrendered to Trustee. Borrower shall pay any recordation costs.

23. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to  
any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded.  
Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon  
Trustee herein and by applicable law.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with  
this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and  
supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
[Check applicable box(es)]

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider   | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider   | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input checked="" type="checkbox"/> Other(s) [specify] CP Rider to Note and Notice of Commencement |   |   |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this  
Security Instrument and in any rider(s) executed by Borrower and recorded with it.

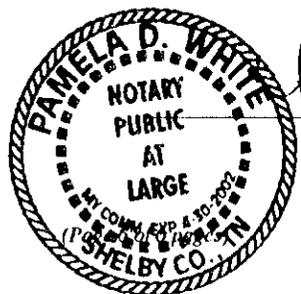
<u><i>Lonzell Yates</i></u> LONZELL YATES	(Seal) -Borrower	<u><i>Wilma Yates</i></u> WILMA YATES	(Seal) -Borrower
<u><i>Joyce Fields</i></u> JOYCE FIELDS	(Seal) -Borrower		(Seal) -Borrower
	(Seal) -Borrower		(Seal) -Borrower

Witness: \_\_\_\_\_ Witness: \_\_\_\_\_

Tennessee  
STATE OF ~~MISSISSIPPI~~ SHELBY County ss:

On this 5th day of January 1999, personally appeared before me, the  
undersigned authority in and for said County and State, the within named  
Lonzell Yates, Wilma Yates and Joyce Fields, who acknowledged  
that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office.  
My Commission expires:



*Pamela D. White*  
Notary Public

BK 1131 PG 0500

BK 1074 PG 0061

This Instrument Prepared By:

TransLand Financial Services, Inc.  
Address: 2700 Westhall Lane, Suite 210  
Maitland, FL. 32751

Prepared by and returned to  
**Equity Title & Escrow Co.**  
6373 Quail Hollow, Suite 102  
Memphis, Tennessee 38120  
(901) 374-0089

# Notice of Commencement

(Prepare in Duplicate)

To whom it may concern:

The undersigned hereby informs all concerned that improvements will be made to certain real property, and in accordance with section 713.13 of the Florida Statutes, the following information is stated in this NOTICE OF COMMENCEMENT.

Legal Description of property (include Street Address, if available) 4 acres, more or less, in the Northeast quarter of section 15, Township 2 South, Range 8 West, described as beginning at the Northeast corner of the West half of the Northeast quarter of the Northeast quarter of said Section 15; thence West 208.7 feet to a point; thence East 208.7 feet to the Point of Beginning, subject to the right-of-way for Austin Road on the North side.

General description of improvements Build Single Family Home

Owner Lonzell Yates and wife Wilma Yates and Joyce Fields

Address 4 Acres on Austin Road, Horn Lake, MS

Owner's interest in site of the improvements \_\_\_\_\_

Fee Simple Title holder (if other than owner)

Name \_\_\_\_\_

Address \_\_\_\_\_

Contractor Ideal Homes d/b/a Qualified Construction

Address 3611 Lamar Avenue, Memphis, TN 38118

Surety (if any) \_\_\_\_\_

Address \_\_\_\_\_ Amount of bond \$ \_\_\_\_\_

Any person making a loan for the construction of the improvements:

Name TransLand Financial Services, Inc

Address 2700 Westhall Lane, Suite 210 Maitland, FL 32751

Person within the State of Florida designated by owner upon whom notices or other documents may be served as provided by Section 713.13 (1) (a) (7), Florida Statutes:

Name \_\_\_\_\_

Address \_\_\_\_\_

In addition to himself, owner designates the following person to receive a copy of the Lienor's Notice as provided in Section 713.13 (1) (h), Florida Statutes.

Name TransLand Financial Services, Inc

Address 2700 Westhall Lane, Suite 210 Maitland, FL 32751

Owner \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1998, by \_\_\_\_\_, who is/are personally known to me [X], who has/have produced as identification and who [ ] did [X] did not take a oath.

*x Lonzell Yates*  
*x Wilma Yates*  
*x Joyce Fields*

*x James P. Smith*  
Notary Public  
My Commission Expires: **SEPT. 14, 1999**  
SHELBY CO. TN

## RIDER TO NOTE

Borrower: LONZELL YATES and WILMA YATES and JOYCE FIELDS

Lender: Transland Financial Services, Inc. (the "LENDER")

Date of Note: January 5, 1999

WHEREAS, BORROWER has executed the Note (the "NOTE") to which this Rider is made, together with a MORTGAGE (the "MORTGAGE") of even date therewith securing the NOTE, in connection with a loan to BORROWER from LENDER.

The parties agree as follows:

1. **PAYMENT OF PRINCIPAL AND INTEREST:** Interest shall be payable at the rate of TWO AND 000/1000 percent (2.000) over the "Prime Rate" as hereinafter defined and shall be subject to change on a daily basis. Interest only shall be calculated on a daily basis and be payable monthly, commencing February 1999 continuing on the first day of each month thereafter until the "Modification Date" as hereinafter determined, at which time principal and interest shall be paid in accordance with the modification (as provided in paragraph 2 of the Rider) to the NOTE.

2. **INTEREST RATE AMORTIZATION, TERM ADJUSTMENT, AND THE MODIFICATION DATE:** BORROWER and LENDER agree that the NOTE and MORTGAGE shall be modified by a Modification Agreement to be executed by BORROWER at LENDER's request, upon the date of the first to occur of the following events (referred to herein as the "Modification Date"):

- 2.1 The final inspection by the appropriate governmental authority certifying compliance of the completed improvements with applicable governmental regulation, or
- 2.2 Issuance of a CERTIFICATE OF OCCUPANCY, or
- 2.3 Occupancy by the BORROWER of the subject premises, or
- 2.4 EIGHT months from the date of this NOTE.

The Modification Agreement shall modify the terms of the NOTE as follows:

- 2.5 The maturity date shall be adjusted so as to provide for a 360 month remaining term of the MORTGAGE.
- 2.6 The amortization shall be modified so as to provide the amortization of principal and interest over the full remaining 360 month term of the MORTGAGE, in accordance with the requirements of LENDER.
- 3. **DEFAULT:** Failure of BORROWER to complete construction within 8 months from the date of this NOTE or to execute the Modification Agreement and such other instruments as shall be reasonable required in connection therewith by the LENDER, within fifteen (15) days of the Modification Date, shall constitute a default and the outstanding principal balance plus accrued interest of the NOTE and MORTGAGE shall be immediately due and payable without further notice to BORROWER. In the event of a default, the outstanding principal balance shall bear interest at the highest rate allowable under Florida law. LENDER shall also be entitled to exercise all remedies provided in the MORTGAGE and NOTE, or, as is otherwise available to it at Law or in equity, in the event of default of the BORROWER.
- 4. In the event the loan does not modify (convert from a construction to permanent loan status), a prepayment penalty of 6 MONTHS INTEREST ON 80% OF THE UNPAID PRINCIPAL BALANCE WHENEVER ANY PREPAYMENT OCCURS WITHIN THE FIRST THREE YEARS.
- 5. **LENDER'S RESCISSION RIGHT:** If any provision of this Rider shall be contrary to the requirements now or hereafter established for sale of the NOTE and the MORTGAGE securing it to any secondary market investor, this Rider shall be deemed null and void and the provision hereof shall terminate immediately.

Lonzell Yates  
Borrower LONZELL YATES

Wilma Yates  
Co-Borrower WILMA YATES

Joyce Fields  
Co-Borrower JOYCE FIELDS

\_\_\_\_\_  
Co-Borrower

App. # : 30-006198

## Exhibit A

## PROPERTY DESCRIPTION

Land situated in Desoto County, Mississippi to wit:

4 acres, more orless, in the Northeast quarter of Section 15, Township 2 South, Range 8 West, described as beginning at the Northeast corner of the West half of the Northeast quarter of the Northeast quarter of said Section 15; thence South 835 feet to a point; thence West 208.7 feet to a point; thence East 208.7 feet to the Point of Beginning, subject to the right-of-way for Austin Road on the North side.

Being the same property conveyed to grantor, herein by Warranty Deed of record at Book 296, Page 470, in the Chancery Clerk's Office of Desoto County, Mississippi.

For Information purposes only:

Property Address known as: 4 acres on Austin Road, Horn Lake, MS  
Tax I.D. No.: 2085-1500.0-00003.06