

DEED OF TRUST AND ASSIGNMENT

THIS DEED OF TRUST is made and entered into this 11 day of MARCH, 1999, by and between Sammy L. + Evelyn D. Burt, hereinafter called the Grantor; John T. Cossa, hereinafter called the Trustee; and Peacock, Inc, hereinafter called the Beneficiary, having his principal office and post office address at 1701 Louisville Dr Ste C, Knoxville, TN 37921 (Street) (City) (State)

WITNESSETH, That whereas the Grantor is indebted to the Beneficiary as evidenced by an Installment Sale Contract, Note and Disclosure Statement (Contract), of even date herewith, the terms of which are incorporated herein by reference in the principal sum of Five thousand four hundred fifty one and 100/100 Dollars (\$5,451.00) together with interest as provided therein. The Contract provides for payments monthly, with the balance of the indebtedness, if not sooner paid, due and payable on _____. Payments are payable to the order of the Beneficiary at the office of the Beneficiary stated above, or at such place as the holder may designate.

NOW THEREFORE, Grantor, to secure the payment of said indebtedness hereinabove, specifically described, together with any other indebtedness that may become due and owing under the terms of this instrument, does hereby grant, bargain, convey and sell unto the said Trustee, the following described land and property, together with all hereditaments and appurtenances thereunto appertaining, lying, and being situated in the city or town of Southaven county of DeSoto Mississippi, and more particularly described as follows, to wit:

STATE MS - DESOTO CO.
AUG 26 3 15 PM '99

BK 1143 PG 278

This conveyance, however, is in trust, and should Grantor pay the aforesaid contract at maturity and otherwise perform all the terms and conditions thereof, this conveyance shall be void. Otherwise, and in the event that grantor should fail to pay the said indebtedness, or any installment or part thereof at maturity, or should otherwise fail to perform any of the terms and conditions of said contract, then said Trustee shall, upon demand of said Beneficiary, his successors and assigns, whether or not all of said indebtedness shall have become due, sell, at public outcry, to the highest bidder for cash, within the legal hours, and at the courthouse of the aforesaid county (or if there be two judicial districts in said county, then at the courthouse in the judicial district in which said lands are situated), the aforesaid property, after having advertised said sale by publishing notice of the time, place and terms of such sale in some newspaper having general circulation in said county and qualified to publish same, for three consecutive weeks preceding such sale, and by posting one notice thereof for said time, at said courthouse at which said property is to be sold. Out of the proceeds of such sale, the lawful costs and expenses of foreclosure and sale, including the attorney's fees specified in the contract and a reasonable and lawful Trustee's fee therefore, shall be first paid, which amount shall be in addition to the late charges, attorney's fees, court costs and other collection expenses provided in said contract; next, the amount remaining owing under the aforesaid contract shall be paid to the Beneficiary herein; and lastly, any balance remaining shall be paid to the Grantor. Any such sale may be held on any secular day and the Beneficiary may purchase at any such sale.

Grantor agrees to keep said premises fully insured from loss by fire and windstorm, and from such other casualties as may be required by said Beneficiary, its successors and assigns, for the benefit of the said Beneficiary and payable to it in the event of loss, as its interest may appear, for application, at the option of said Beneficiary, to the repairing, reconditioning, reconstruction, or replacement of the aforesaid property or to any balance remaining outstanding on the aforesaid contract, whether all thereof be then due or not, and that all taxes and other charges maturing from time to time on said property shall be kept promptly paid. In the event of loss Grantor will give immediate notice by mail to the Beneficiary who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and 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 the event any insurance proceeds are payable jointly to the Grantor and Beneficiary, Grantor hereby authorizes Beneficiary to endorse his name on any such check, draft or money order as his attorney in fact. In the event Grantor shall neglect or refuse to obtain said insurance and pay all such taxes and other charges, then said Beneficiary may at its option, but is not required to obtain such insurance and pay all such taxes and other charges, either or all; and all sums of money expended therefore are secured by this Deed of Trust, and shall be repayable with interest at the rate set forth in the Home Improvement Retail Installment Sale Contract from dates of such payments, upon demand of said Beneficiary, and may be retained by said Beneficiary from the proceeds of any sale of said property herein authorized.

Grantor covenants at all times to do all things necessary to defend the title to all of the said property, but the Beneficiary shall have the right at any time to intervene in any suit affecting such title and to employ independent counsel in connection with any suit to which it may be a party by intervention or otherwise, and upon demand Grantor agrees to pay the Beneficiary all reasonable expenses paid or incurred by it in respect to any such suit affecting title to any such property, or affecting the Beneficiary's liens or rights hereunder, including reasonable fees to the Beneficiary's attorneys, and Grantor will indemnify and hold the Beneficiary harmless from and against any and all such costs, fees, and expenses. In the event that the Deed of Trust is subordinate 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 to the prior deed of trust or in the event of default of payment of any indebtedness secured by any other prior lien when due at its option, declare immediately due and payable the entire indebtedness, less unearned charges, secured by this Deed of Trust, 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 with interest at the rate set forth in the Contract from date until paid and the Trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payment of the original indebtedness secured by this Deed of Trust.

This Deed of Trust may be assigned by the Beneficiary and when so assigned the assignee shall have all of the rights and privileges given to the Beneficiary by the terms thereof. The term "Grantor" as used herein shall the agents, heirs, assigns, and administrator or executor of each Grantor. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.

The said Beneficiary, its successors, assigns, or legal representatives, or any owner of the above mentioned contract, or either of them, is hereby authorized to appoint, in writing, successive or substitute trustees in the place of the Trustee, if the Trustee shall not be present, able and willing to execute the trust granted hereunder or to act in the premises, or if said Beneficiary, its successors, assigns, or legal representatives, or any owner of the aforesaid contract, or either of them, shall for any reason desire so to do. If there be more than one trustee, either or both Trustees may execute the powers conveyed to them under this trust deed.

Any Trustee shall 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. 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.

In witness whereof, the Grantors hereunto set their hands and seals this 11 day of MARCH, 1999.
Sammy L. Burt (SEAL)
Evelyn D. Burt (SEAL)
Witness: John T. Cossa (SEAL)

GRANTORS ACKNOWLEDGEMENT

STATE OF MISSISSIPPI

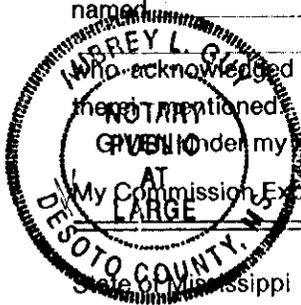
COUNTY OF Desota

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, the within named _____ and _____ his _____

who acknowledged that (he) (she) (they) signed and delivered the above and foregoing instrument on the day and year _____

GIVEN under my hand and official seal, this the 17 day of March, 19 99

My Commission Expires My Commission Expires on September 25, 2007 X Notary Public Aubrey L. Guy



SUBSCRIBING WITNESS ACKNOWLEDGEMENT

State of Mississippi
County of _____

Personally appeared before me, the undersigned authority in and for the said county and state, _____, one of the subscribing witnesses to the foregoing instrument, who being first duly sworn states on oath that he saw the within named _____

and _____, his wife, whose names are subscribed thereto, sign and deliver the same to the said _____ that he, this affiant, subscribed his name thereto as a witness in the presence of the said, _____

Signature of First Subscribing Witness

Sworn to before me this _____ day of _____, 19 _____

My Commission Expires: _____

Notary Public

TRANSFER AND ASSIGNMENT

State of Mississippi:

County of _____ SS.

OLD REPUBLIC I.F.A. CORP.
5672 PEACHTREE PARKWAY SUITE B
NORCROSS, GA 30092

For value received the undersigned hereby transfers, assigns and conveys to Old Republic Insured Financial Acceptance Corporation all right, title, interest, powers and options in, to and under the within Deed of Trust together with the contract and/or promissory note all rights accrued or to accrue under said Deed of Trust

Date _____, 19 _____
(Corporate Seal)

Procraft, Inc.
(Name of Contractor)

Attest: _____
(Secretary or Assistant Secretary)

By _____
(Title)

INDIVIDUAL ACKNOWLEDGEMENT

CORPORATE ACKNOWLEDGEMENT

State of Mississippi

County of _____

Personally appeared before me, the undersigned authority in and for the above styled jurisdiction, the within named _____

State of Mississippi

County of Desota

Personally appeared before me, the undersigned authority in and for the aboved styled jurisdiction, the within named _____

who acknowledged that _____ executed the above assignment on the day and year therein mentioned.

Carl Scheever and Fred Boynton, who

GIVEN under my hand and official seal, this the _____ day of _____, 19 _____

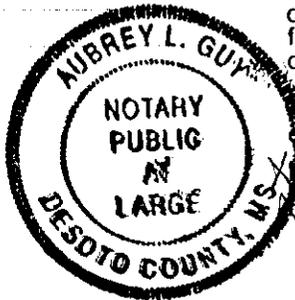
acknowledged that he (they) is (are) the President and Secretary

My Commission Expires: _____

respectively of Procraft Inc.

Notary Public

corporation, and that he (they) signed and delivered the foregoing instrument and affixed the corporate seal of said corporation, after being duly authorized so to act.



GIVEN under my hand and official seal, this the 17 day of March, 19 99

My Commission Expires: _____

My Commission Expires on September 25, 2007

Aubrey L. Guy
Notary Public

DEED OF TRUST

TO

Trustee

THE STATE OF MISSISSIPPI

County

Clerk of the Chancery Court of

County do hereby certify that the within named Deed of Trust was filed for record in my office on the _____ day of _____, 19 _____

at _____ o'clock _____ M., and same together with the certificate and acknowledgment is now duly recorded in Book _____, page _____ of the Records of Trust Deeds in my office.

Given under my hand and official seal, this the _____ day of _____, 19 _____

Clerk

D.C.

By _____

Customer Name: Burt, Sammy L. & Gerry Denise
To be attached to report number 679285

OLD REPUBLIC I.F.A. CORP.
5672 PEACHTREE PARKWAY SUITE B
NORCROSS, GA 30092

Schedule "A"

Legal Description:

The land lying and being situated in DeSoto County, Mississippi, more particularly described as follows, to-wit:

Lot 1933, Section J, First Revision, Greenbrook Subdivision, in Section 30, Township 1 South, Range 7 West, in the City of Southaven, DeSoto County, Mississippi, as shown by the plat appearing of record in Plat Book 15, Pages 16-17, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The warranty in this Deed is subject to rights of way and easements for public roads and public utilities, subdivision and zoning regulations in DeSoto County, Mississippi, in the office of the Chancery Clerk of DeSoto County, Mississippi, and all applicable building restrictions and restrictive covenants of record.

BK 1143PG0281

LD REPUBLIC I.F.A. CORP.
5672 PEACHTREE PARKWAY SUITE B
NORCROSS, GA 30092

STATE OF MS
COUNTY OF Desoto

Personally appeared before me, the undersigned authority, the within named affiant,
first being duly sworn, deposes and says the following:

My name is Sammy L. Burt
I live at 7600 Greenbrook Pkwy, Southaven, MS 38671
My date of birth is 11/13/16. My social security number is
459-80-7231

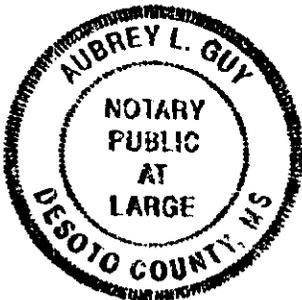
On _____, I executed a mortgage to _____
_____. On the mortgage, I signed my name as _____

The purpose of this Affidavit is to verify that I am one and the same person as
Sammy L. Burt aka _____

This the 17 day of March, 1999

Sammy L. Burt
Affiant Sammy L. Burt

SWORN TO and SUBSCRIBED before me this the 17 day of
March, 1999.



Aubrey L. Guy
Notary Public
My Commission Expires on September 25, 2007

STATE OF MS
COUNTY OF Desoto

5672 PEACHTREE PARKWAY SUITE B
NORCROSS, GA 30092

Personally appeared before me, the undersigned authority, the within named affiant,
first being duly sworn, deposes and says the following:

My name is Gerry D. Burt
I live at 7600 Greenbrook Pkwy. Southaven MS 38871
My date of birth is 8/4/57 . My social security number is
497-64-3387

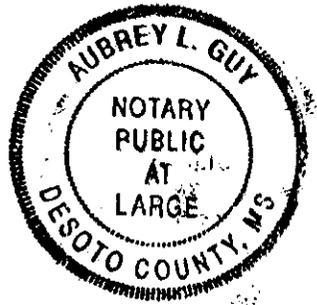
On _____, I executed a mortgage to _____
_____. On the mortgage, I signed my name as _____

The purpose of this Affidavit is to verify that I am one and the same person as
Gerry D. Burt aka Gerry Denise Burt

This the 17 day of March, 1999

Gerry D. Burt
Affiant Gerry D. Burt

SWORN TO and SUBSCRIBED before me this the 17 day of
March, 1999



Aubrey L. Guy
Notary Public

My Commission Expires: My Commission Expires on September 25, 2001