

Oct 18 10 40 AM '99

SHAWN M. GARY, ET UX

TO

BK 1157 PG 745 DEED OF TRUST
W.F. DAY & SONS, CLK.

MAVIS HELEN WHITE BY AND THROUGH
HER CONSERVATOR, AMY AVENT

THIS INDENTURE, made this 14th day of October, between SHAWN M. GARY and Wife, RENEE T. GARY, party of the first part, and MAVIS HELEN WHITE BY AND THROUGH HER CONSERVATOR, AMY AVENT, party of the second part,

WITNESSETH, that whereas, said party of the first part, being indebted to the said party of the second part in the sum of Seventy Eight Thousand Five Hundred Dollars (\$78,500.00) evidenced by one Promissory Note due and payable in 240 equal, amortized monthly installments of \$562.40 each beginning November 1, 1999.

THEREFORE, in consideration of the premises, and of the sum of One Dollar to the party of the first part by JOEL P. WALKER, Trustee, the party of the first part has this day granted, sold, conveyed and warranted to said Trustee the land in DeSoto County, Mississippi described as follows:

7.47 acres located in the Southeast one quarter of Section 22, Township 3 South, Range 6 West of DeSoto County, Mississippi, and being described as follows:

Beginning at a concrete right of way marker on the West line of State Highway No. 305, said marker measures 2684.64 feet South and 116.30 feet West of spindle marking the Northeast corner of said Section 22; thence South 0 degrees 14 minutes 41 seconds East along the West line of said highway 195.88 feet to a 5/8 inch rebar; thence South 72 degrees 04 minutes 30 seconds West 112.58 feet to a 5/8 inch rebar; thence South 6 degrees 54 minutes 07 seconds West 277.31 feet to a 5/8 inch rebar; then North 85 degrees 12 minutes 26 seconds West 625.70 feet to a 5/8 inch rebar; thence North 8 degrees, 58 minutes 53 seconds East 477.04 feet to a 5/8 inch rebar; thence South 89 degrees 27 minutes 49 seconds East 285.71 feet to a 5/8 inch rebar; thence South 87 degrees 52 minutes 25 seconds East 403.22 feet to the Point of Beginning.

The indebtedness may be paid before maturity without penalty.

In the event of default in payment of the aforesaid indebtedness, the Trustee may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before the due day thereof, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part, his assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

WITNESS the signatures of the party of the first part the date written above.

Shawn M. Gary
SHAWN M. GARY

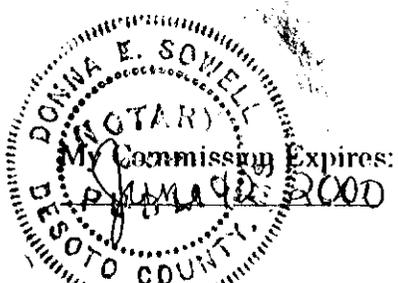
Renée T. Gary
RENEE T. GARY

STATE OF MISSISSIPPI
COUNTY OF DeSOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named SHAWN M. GARY and RENEE T. GARY who acknowledged signing and delivering the above and foregoing Deed of Trust on the day and date therein mentioned as a free and voluntary act and deed and for the purposes therein expressed.

GIVEN under my hand and official seal of office this the 14th day of October, 1999.

Donna E. Lowell
Notary Public



PREPARED BY:

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