

DEED OF TRUST

BK 1160PG0541

THIS INDENTURE, this day made and entered into between CHARLES W PARKER, JR

hereinafter designated as GRANTOR; DAVE DAVIS

Trustee, hereinafter designated as TRUSTEE; and FIRST FAMILY FINANCIAL SERVICES, INC.

1429 GOODMAN RD W SP 19 HORN LAKE, MS, 38637

hereinafter, together with Assignees, designated as Beneficiary,

WITNESSETH: THAT WHEREAS, Grantor is indebted to the Beneficiary in the principal sum of \$ 70,409.86 before addition of precomputed charges, evidenced by a promissory note of even date herewith payable to the order of Beneficiary bearing interest at the rate specified therein, being payable in monthly installments with the final installment being due on the 26TH day of OCTOBER 2014, (the "Note") and which note authorizes the acceleration of the indebtedness if any installment be not paid when due.

NOW THEREFORE, Grantor being desirous of securing payment of said indebtedness when due does hereby convey and warrant to the said Trustee the following described property situated in the County of DESOTO and State of Mississippi, to-wit:

Indexing Instructions: SECTION 8, TOWNSHIP 3 SOUTH, RANGE 9 WEST

Begin legal description here: SEE EXHIBIT A

STATE MS. - DESOTO CO. FILED

OCT 28 8 42 AM '99

BK 1160 PG 541 W.E. BERRY, CLK.

It is agreed and understood that Grantor will pay all taxes and other liens on said property as same fall due, and will effect and maintain insurance on any building located on said property in the sum of not less than the amount of the indebtedness secured hereby, with loss payable clause in favor of Beneficiary as his interest may appear, failing in which, Beneficiary may, at his option, effect and maintain such insurance, pay all past due taxes and/or other prior liens, and any sum of money so paid out by him on insurance, taxes or past due liens that prime this instrument, shall become and be a part of the indebtedness herein secured, and may be declared immediately due and become a default hereunder the same as though it was the principal indebtedness.

IN TRUST, if at any time any part of said indebtedness or any interest thereon shall be past due and unpaid, or other default made, Beneficiary may declare all of said indebtedness secured hereby immediately due, and Trustee shall,

on demand of Beneficiary, proceed to sell said property on any secular day, at the Court House door of DESOTO County, Mississippi, at public outcry to the highest bidder for cash, within legal hours, after giving notice of the time, place and terms of sale as provided by law, and out of the proceeds of said sale Trustee shall first pay all expenses of conducting the sale and of executing the trust herein, next the amount of indebtedness remaining unpaid, whether or not all be then due, and the balance of the proceeds, if any, shall be paid to the undersigned. Trustee herein shall have the option of selling personal property covered hereby at the Court House door as set out herein or at the location of said personal property and also the option of obtaining possession of such property after default hereunder either before or after proceeding with and/or consummation of sale hereunder. Beneficiary shall have the same right to purchase the property at the foreclosure sale as would a purchaser who is not a party to this Deed of Trust.

It is hereby agreed that Beneficiary may, at his pleasure, appoint in writing another Trustee in the place of the one herein named or for any substitute Trustee, and who, when so appointed, shall have all the powers and duties as are conferred upon the Trustee herein named.

Witness MY signature this 26TH day of OCTOBER, A.D. 99

Charles W. Parker, Jr. CHARLES W PARKER, JR

STATE OF MISSISSIPPI COUNTY OF DESOTO

Before me the undersigned authority in and for above said county and state, this day personally appeared

CHARLES W. PARKER, JR

who in my presence acknowledges that HE signed and delivered the above and foregoing instrument on the day, month and year therein shown as HIS own act and deed and for all purposes therein stated.

Witness my signature and seal of my office on this the 26TH day of OCTOBER, 1999

Prepared by First Family Financial Services

1429 GOODMAN RD W SP 19 HORN LAKE, MS, 38637

Address: 601-342-6401 Telephone

Notary Public My Commission Expires: July 23, 2000 BONDED THRU HEIDEN-MAGUIRE, Miss. My Commission Expires:

Handwritten signature and number: W.E. BERRY 4149



**First Family Financial Services**  
1429 Goodman Road West, Space #19  
P.O. Box 38  
Horn Lake, Mississippi 38637  
601-342-6401  
FAX 601-342-5021

"EXHIBIT A"

County, Mississippi, and being described as follows, to-wit:

TRACT I: Commencing at the Northeast corner of the Southwest Quarter of Section 8, Township 3 South, Range 9 West; thence South 84° 00' 00" West 160.00 feet to an iron pin being the Point of Beginning and the Northeast Corner of said tract; thence South 84° 00' 00" West 1,586.29 feet to an iron pin; thence South 08° 49' 13" West 156.00 feet to an iron pin; thence South 72° 42' 09" West 455.00 feet to an iron pin in Tanyard Road; thence along Tanyard Road with the following calls; South 58° 20' 27" East 136.64 feet with a circular curve whose Delta Angle is 46° 04' 30" Rt., Radius is 359.46 feet and Arc is 289.08 feet, to an iron pin; thence North 74° 55' 20" East 365.93 feet to an iron pin on the shore of Anchor Lake; thence North 83° 07' 30" East 1,039.00 feet to a point in Anchor Lake; thence North 78° 30' 00" East 266.49 feet to a point in Anchor Lake; thence North 10° 50' 25" East 487.49 feet to the Point of Beginning; containing 20.23 acres, more or less. All bearings references to magnetic North.

*Charles W. Parker, Jr.*  
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CHARLES W PARKER, JR.

*[Signature]*  
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WITNESS



Notary Public State of Mississippi At Large  
My Commission Expires: July 23, 2000  
BONDED THRU HEIDEN MARCHETTI, INC.