

BK 1219 PG 0631

BK 1215 PG 0718

Form 92-9472
Rev 01/94

Laurel E. Dugard

STATE MS. - DESOTO CO.
FILED
MAY 25 1 03 PM '00

TO: THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI

BK 1215 PG 0718
W.F. ... CLK.

FROM: MISSISSIPPI VALLEY GAS COMPANY

P.O. BOX 130

SOUTHAVEN, MS 38671

(662) 349-9402

STATE MS. - DESOTO CO.
FILED
JUN 8 3 23 PM '00

BK 1219 PG 0631
W.F. ... CLK.

The attached copy of a Sales Ticket and Security Agreement is filed in lieu of a UCC-1 Financing Statement. This is a "fixture filing" under MCA S75-9-4-2 and should be filed in the appropriate land records. The filing should be indexed as follows:

LOT _____	LOT 70	SECTION _____
BLOCK _____	SUBDIVISION Holly Hills	TOWNSHIP _____
		RANGE _____
		QUARTER SECTION _____

A full legal description of the real estate involved is:

() attached Deed Book 323 Page 192

OR

(X) as follows

Legal description of property where located

Lot 70, Section A, Holly Hills Subdivision, in Section 30 Township 1 South, Range 8 West, in the City of Walls, DeSoto County, Mississippi, as shown by the plat appearing of record in Plat Book 10 Pages 34&35 in the office of the Chancery Clerk of DeSoto County, Mississippi.

MISSISSIPPI VALLEY GAS COMPANY
5249 PEPPERCHASE DR
SOUTHAVEN

BK 1219PG0632 **FIST**

BK 1215PG0719

5-19-00 DATE: 05/09/00

MS CT 17 ZIP 38671

SYS #: 331519

CUSTOMER LAUREL DUGARD
5782 BRIARWOOD DR
WALLS MS

ACCT NO. 100-0027582-006-01
TC OP TYPE CLASS TOWN
45 01 06 1 10002

QT CD TAG # CL CODE GP DESCRIPTION SERIAL NO. PRICE
01 02 60 7465 30 TGF355BHW RANGE, SEL 575.00

ADJ. - ACCT SUB CE VALUE INSTALLATION VALUE SUB-TOTAL
0.00 390.00 575.00

ADJUSTMENT SUB-TOTAL 0.00

INSTALLATION SUB-TOTAL 390.00

ANNUAL PERCENTAGE RATE 14.00%
TOTAL NUMBER OF PAYMENTS 036
PAYMENTS BEGIN IN 06 00

TOTAL PURCHASE 965.00
SALES TAX CODE 5 TAX 67.55
CASH PRICE 1032.55
DOWN PAYMENT 100.00
UNPAID BALANCE 932.55
SECURITY RECORDING FEE 0.00
AMOUNT FINANCED 932.55
FINANCE CHARGE 214.85
TAX ON FINANCE CHARGE 15.04
TOTAL ALL PAYMENTS 1162.44
TOTAL INCLUDING DOWN-PAYMENT 1262.44

CREDIT APP.:99 APPROVED
MKT. REP. 7362 REFERRED 4882

Approval # 138000007

FOR 35 MONTHS BUYER WILL PAY 32.29 WITH A FINAL PAYMENT OF 32.29 .
THE FIRST INSTALLMENT BEING PAYABLE ON THE DATE OF THE BUYER S FIRST REGULAR
MONTHLY GAS BILL AFTER THE DATE OF THIS CONTRACT AND SUBSEQUENT PAYMENTS DUE
VIA SUBSEQUENT AND CONSECUTIVE GAS SERVICE BILLS UNTIL PAID IN FULL.

INSTALLATION ADDRESS:

STREET 5782 BRIARWOOD DR CITY WALLS MS ZIP 38680

INSTALLER NO.:

MATERIALS:

RECEIVED BY: _____ RECEIVED ON: _____
ISSUED BY: _____ DATE: _____ FROM STOREROOM: 100

REMARKS CUSTOMER WOULD LIKE RANGE DELIVERED FOR INSTALLATION. H) 781-0356

SECURITY: YOU ARE GIVING A SECURITY INTEREST IN THE PURCHASED EQUIPMENT
LOCATED AT: 5782 BRIARWOOD DR
THE PARTIES FURTHER AGREE THAT THE TERMS AND CONDITIONS ON THE ATTACHMENT
SHALL GOVERN THIS CONTRACT.

BUYER Laurel E. Dugard DATE: 05-10-00 S.S.#: _____

CO-BUYER _____ DATE: _____ S.S.#: _____

MISSISSIPPI VALLEY GAS CO. BY: _____ DATE: _____

790-74 6245

408-94-

NOTICE: SEE ATTACHED SALES AGREEMENT FOR IMPORTANT INFORMATION

Buyer purchases from Mississippi Valley Gas Company (Company) the equipment described on the attached and agrees to pay Company:

(1) The "Total of Payments" shown on the attached in monthly installments in the amount there set out, the first installment being payable 10 days after date of the first installment billing and the remaining monthly installments being due, one in each calendar month thereafter 10 days after date of each subsequent monthly installment billing by Company until paid in full.

OR

(2) The entire purchase price not later than 30 days after the date of the first statement upon which such charge appears. Failure to pay the amount in full within such time will cause the account to be delinquent. In such case a late charge not to exceed 4% of the delinquent balance may be imposed by Company.

All warranties or guaranties are limited, to the extent allowed by law, to the express terms and conditions of the manufacturer's warranty provided with the equipment.

1. Buyer hereby grants to Company a purchase money security interest under the Mississippi Uniform Commercial Code to secure the payment of the indebtedness evidenced above, and Buyer's performance of the items provided herein and to the equipment and the proceeds thereof. Buyer hereby assigns to Company monies payable under any property insurance required herein, including returned or unearned premiums, and Company is hereby authorized to receive and collect same, or settle any claim with respect thereto. Buyer further agrees that Company shall have the right to set off said balance against any funds due Buyer from Company should Buyer be in default hereunder.

2. IT IS AGREED THAT THE EQUIPMENT SHALL REMAIN PERSONAL PROPERTY NOTWITHSTANDING THE MODE OF ITS ATTACHMENT TO REALTY OR OTHER PROPERTY. This Security Agreement may cover goods that are to become fixtures and is to be filed for record in the real estate records. A copy of this Security Agreement may be filed in lieu of a UCC-1 Financing Statement pursuant to MCA 75-9-402(1)(5). Company claims a security interest in the equipment only and disclaims any related security interest in Buyer's principal dwelling unless a right of recision is given as required by law.

3. Buyer warrants and represents that Buyer is a residential or commercial customer of Company receiving gas service and holding legal title to the real property at the address where the equipment is installed. Buyer agrees that the equipment shall not be removed from the location where originally installed without Company's written consent. In the event the real property upon which the above described equipment is installed, is sold or otherwise transferred by Buyer to another person or entity, the Company shall be entitled to the immediate payment of the principal balance of indebtedness outstanding at the time of such sale or transfer. Buyer shall be considered in default if such balance is not paid within 30 days of such transfer. Buyer shall keep equipment in good repair and condition and insured against all perils.

4. Should Buyer default in the payment of any installment hereunder for as long as 30 days after the same is due and payable, the Company may, at its option, declare all remaining installments immediately due and owing and may enforce collection in any lawful manner. As an additional remedy, and without impairing any other remedy it may have, the Company may enter upon Buyer's premises in any lawful manner and repossess any of said property for which payments are in default, and may sell the same at public or private sale or may retain the same in satisfaction of the debt. The proceeds of any such sale shall be applied first to the cost of repossession and sale, then to the balance due under this Contract, and the remainder, if any, shall be paid to Buyer.

5. In case of any default, Buyer agrees to pay interest from the date of default at the annual percentage rate stated in the Contract, and all costs of collection, including a reasonable attorney's fee, whether or not suit is instituted. Presentment for payment, demand, notice of dishonor, protest, notice of protest, and any homestead or personal property exemption addressed by the laws of any state, are hereby waived by Buyer. Failure by the holder hereof to exercise any option granted it hereunder, shall not constitute a waiver of future rights.

6. The entire agreement between Buyer and Company is provided herein and any representations, warranties or agreements not contained herein, shall not obligate Company in any way. This agreement shall apply and be binding upon Buyer, his heirs, personal representatives, successors and assigns, but may not be assigned by Buyer without the written consent of Company. Buyer has the right at any time to pay in advance the unpaid balance due under this Contract, and shall be entitled to adjustments for finance charges not yet accrued.

NOTICE:

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT, OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO AN EXACT COPY OF THIS CONTRACT YOU SIGN.

BUYER ACKNOWLEDGES THAT BEFORE SIGNING, THE CONTRACT WAS COMPLETE AND ALL BLANKS WERE COMPLETELY FILLED IN. BUYER AUTHORIZES COMPANY TO CHECK HIS/HER CREDIT AND EMPLOYMENT HISTORY.

Mississippi Valley Gas Co.