

STATE MS. - DESOTO CO.

FILED

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AUG 10 3 56 PM '00

MORTGAGE

With Power of Sale

BK 1237 PG 0077  
W.F. ...

KNOW ALL MEN BY THESE PRESENTS:

THAT this Mortgage is made by William A. McCaughan III and Debra F. McCaughan, husband and wife, with an address of 7623 Rignmoore Point South, Olive Branch, MS, 38654 ("Mortgagor"), and Patricia L. McCaughan, an individual with an address of 812 Marjorie Drive, Jonesboro, AR 72401, ("Mortgagee"). *Trustee: Kevin Choat*

Mortgagor is indebted to Mortgagee in the principal sum of \$120,000 with interest at the rate of 7.75 percent per year, payable as provided in a certain Promissory Note dated June 15, 2000. The terms and conditions of such Promissory Note are incorporated herein by reference.

Therefore, to secure the payment of the above indebtedness, Mortgagor hereby mortgages and conveys to Mortgagee all the following real estate:

All of Lot 17 in Section 8, Township 2S, Range 6W, Oakwood Park in Desoto County, Mississippi.

Subject to all valid easements, rights of way, covenants, conditions, reservations and restrictions of record, if any. *PLAT BOOK 68, PAGE 4*

To have and to hold the same, together with all the buildings, improvements and appurtenances belonging thereto, if any, to the Mortgagee and Mortgagee's heirs, successors and assigns forever.

Mortgagor covenants with Mortgagee that:

1. Mortgagor will promptly pay the above indebtedness when due;
2. Mortgagor will promptly pay and discharge all real estate taxes, assessments and charges assessed upon the property when due, and in default thereof, Mortgagee may pay the same and such amounts will also be secured by this Mortgage;
3. Mortgagor will keep the buildings and improvements on the property, if any, insured against loss by fire and other casualty in the name of Mortgagee in such an amount and with such company as shall be acceptable to Mortgagee, and in default thereof, Mortgagee may effect such insurance and such amounts will also be secured by this Mortgage;
4. Mortgagor will neither make nor permit any waste upon the property and will maintain the property and any improvements in good repair;
5. Mortgagor will not remove or demolish any building or improvement on the property without the consent of Mortgagee;
6. If Mortgagor shall sell, convey or transfer, voluntarily or involuntarily, all or any interest in the above property, Mortgagee may, at its option, declare the entire indebtedness secured hereby to be immediately due and payable;
7. Mortgagor hereby assigns to Mortgagee all rents and profits of the property, if any, as additional security for the above indebtedness;
8. Mortgagee shall be entitled to the appointment of a receiver in any action to foreclose this Mortgage; and
9. Mortgagor will warrant and defend the title to the property against the lawful claims and demands of all persons.

If any payment required under such Promissory Note is not paid when due, or if default shall be made by Mortgagor in the performance of any agreement, term or condition of this Mortgage or such Promissory Note, Mortgagee may, at its option, declare the entire indebtedness secured hereby to be immediately due and payable and may enforce payment of such indebtedness by foreclosure of this Mortgage or otherwise, in the manner provided by law. Mortgagor shall pay all costs and expenses, including reasonable attorney's fees, incurred by Mortgagee by reason of Mortgagor's default.

Provided, however, that if Mortgagor shall pay the above indebtedness and faithfully perform all agreements, terms and conditions of this Mortgage and such Promissory Note then this Mortgage shall be null and void.

The rights and remedies of Mortgagee herein are cumulative, not exclusive, and are in addition to all other rights and remedies available to Mortgagee at law or equity. Failure of Mortgagee to exercise any right or remedy at any time shall not be a waiver of the right to exercise any right or remedy on any future occasion.

If any provision of this Mortgage shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

I, Debra F. McCaughan, of 7623 Rigmoore Point South, Olive Branch, MS, spouse of William A. McCaughan III, in consideration of the above sum and other good and valuable consideration received, do hereby waive and release to Mortgagee all rights of dower, courtesy, homestead, community property, and all other right, title and interest, if any, in and to the above property.

This Mortgage is made upon the STATUTORY CONDITION, for any breach of which Mortgagee will have the STATUTORY POWER OF SALE, if existing under applicable law.

IN WITNESS WHEREOF, this Mortgage is executed under seal on

the 15 day of June, ~~19~~<sup>20</sup>00.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
(Signature of witness)      William A. McCaughan III (Seal)  
William A. McCaughan III

\_\_\_\_\_  
(Signature of witness)      Debra F. McCaughan (Seal)  
Debra F. McCaughan

STATE OF TN  
COUNTY OF Shelby

In Memphis, on the 15 day of June, 19<sup>2000</sup>, before me, a Notary Public in and for the above state and county, personally appeared William A. McCaughan III and Debra F. McCaughan, husband and wife, known to me or proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he or she executed said instrument for the purposes therein contained as his or her free and voluntary act and deed.

My Commission Expires: 5/13/03  
\_\_\_\_\_  
NOTARY PUBLIC

(SEAL)



PROMISSORY NOTE

Agreement between Borrowers (William A. & Debra  
F. McCaughan) and Lender (Patricia L. McCaughan)

FOR VALUE RECEIVED, the undersigned, William A. McCaughan III and Debra F. McCaughan, promise to pay to the order of Patricia L. McCaughan, the sum of \$120,000.00 together with interest thereon at the rate of 7.75% per annum.

The said sum shall be paid in the manner following:

Monthly payments of \$985.14, beginning July 15, 2000, as illustrated on attached amortization schedule. These monthly payments shall continue for five years (60 payments), at which time a balloon payment of the outstanding balance shall be paid, unless both Borrowers and Lender shall agree upon terms for continuing the loan agreement. Otherwise, Borrowers agree to pay principal balance outstanding to Lender no later than 10 days following 60<sup>th</sup> payment (five year period).

All payments shall be applied firstly to payment of interest and the balance, if any, to principal. This note may be prepaid, in whole or in part, without notice, penalty or bonus.

**Collateral: All of Lot 17 in Section 8, Township 2S, Range 6W, Oakwood Park in Desoto County, Mississippi, including any and all structures and appurtenances. Borrowers agree to the following:**

**No other mortgage shall be attached by them to this property.**

**Prompt payment of all taxes and insurance on this property.**

**Copy of insurance on property described above shall be furnished to holder of this note (Lender).**

This note shall, at the option of any holder, be immediately due and payable upon the occurrence of any of the following:

1. The failure to make any payment due hereunder within 15 days of its due date.
2. The breach of any term or condition of any security agreement, mortgage or guarantee given as collateral security for this note.
3. The breach of any condition or term of any security agreement, or mortgage, if any, having any priority over any security agreement or mortgage on collateral given, in whole or in part, as collateral security for this note.

4. Upon the death, dissolution, insolvency or liquidation of the undersigned, or any endorser, guarantor or surety to this note.

5. Upon the filing by the undersigned or any endorser, guarantor or surety of an assignment for the benefit of creditors, bankruptcy, or for relief under the provisions of any Act respecting insolvency or the protection of debtors, or by suffering a petition in bankruptcy or receivership which is not vacated within ten days.

In the event this note shall be in default, and placed with a solicitor for collection, the undersigned agrees to pay all solicitor's fees and costs of collection. In the event default should exceed 60 days, Borrowers agree Lender may take complete possession of collateral property, with right to sell, including house and lot as described above, and Lender shall not be liable for repayment to Borrowers of any funds whatsoever, including any amount paid by Borrowers as down payment, nor any principal amounts included in monthly payments.

Borrowers hereby waive their right to public auction of property, and agree that, in event of payment default, Lender will become sole owner of the property, with all owners' rights.

All payments hereunder shall be made to such address as may from time to time be designated by any holder hereof.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound hereunder until this note shall be fully paid and hereby waive demand, presentment and protest and all notices thereof, and further agree to remain bound, notwithstanding any extension, modification, waiver, or other indulgence of any holder of this note, or to this note, or upon the exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing, and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change of terms granted by any holder shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgement of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and may be exercised separately.

Dated this 15 day of June, 2000.

William A. McCaughan



Debra F. McCaughan



IN WITNESS WHEREOF I have hereunto set my hand and seal on the day and year first above written.

SIGNED, SEALED AND DELIVERED )

in the presence of: )

ACKNOWLEDGEMENT

State of TN

County of Shelby

On this day personally appeared before me William A. McCaughan III and Debra F. McCaughan, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

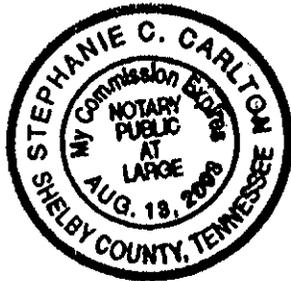
WITNESS my hand and official seal this 15 day of June, 2000.

Stephanie Carlton

Notary Public

My commission expires 8/13/03

(SEAL)



Prepared by Patricia L. McCaughan  
812 Marjorie Dr.  
Jonesboro, AR 72403

870-932-7632