

Form 92-9472
Rev 01/94

STATE MS. - DESOTO CO. *pc*
FILED *mc*
OCT 25 11 11 AM '00

Ray Weaver ETUX

TO: THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI
FROM: MISSISSIPPI VALLEY GAS COMPANY
P.O. BOX 130
SOUTHAVEN, MS 38671
(662) 349-9402

BK 1258 PG 783
W.F. DESOTO 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 see attached	SECTION _____
BLOCK _____	SUBDIVISION _____	TOWNSHIP _____
		RANGE _____
		QUARTER SECTION _____

A full legal description of the real estate involved is:

(X) attached Deed Book 141 Page 425

OR

() as follows

Legal description of property where located

Lot _____, Section _____, Subdivision, in
Section _____, Township _____, Range _____, in the City
of _____, DeSoto County, Mississippi, as shown by the
plat appearing of record in Plat Book _____ Page _____ in the office
of the Chancery Clerk of DeSoto County, Mississippi.

THOMAS RAY STOKES, ET UX,
GRANTORS

QUIT CLAIM DEED

TO

RAY WEAVER, ET UX,
GRANTEES

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, THOMAS RAY STOKES and wife, ELIZABETH STOKES do hereby bargain, sell, convey and quit claim unto RAY WEAVER and wife, LESIA WEAVER, as tenants by the entirety with full rights of survivorship and not as tenants in common, the land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

Three-fourths (3/4) acre, more or less, in the Southeast quarter of Section 20, Township 1 South, Range 8 West, described as beginning at a stake in the South line of said Section 20 a distance of 268' East of Southwest corner of East one-half of said Southeast quarter; thence East 94' to the Southwest corner of lot conveyed to B.H. Shackelford, et ux, by deed recorded in Book 42, Page 448, of the Land Deed Records of the Chancery Clerk of DeSoto County, Mississippi; thence North with the West line of the Shackelford lot 378 1/2 feet to the Northwest corner thereof; thence West 94 feet to a stake; thence South 378 1/2 feet to the point of beginning, and being the Eastern half of the property deed to Grantors herein by deed of record in Book 48, Page 155, of the Land Deed Records in the office of the Chancery Clerk of DeSoto County, Mississippi.

WITNESS our signatures, this the 2nd day of May, 1979.

Thomas Ray Stokes

Thomas Ray Stokes

Elizabeth A Stokes

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority at law, in and for the State and County aforesaid, the within named Thomas Ray Stokes and _____ Stokes, who acknowledged that they signed and delivered the above and foregoing Quit Claim Deed on the day and year therein mentioned and for the purposes therein expressed.

GIVEN UNDER MY HAND and seal of office, this the 2nd day of May, 1979.

Richard M. Sacibar

Notary Public

My Commission expire
June 19, 1982

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 30 minutes A. M. 9 day of May 1979, and that the same has been recorded in Book 141 Page 425 records of WARRANTY DEEDS of said County. Witness my hand and seal this the 10 day of May 1979.
Fees \$ 2.50 pd. SEAL *H. B. Ferguson* CLERK

BK 1258PG0785

INSTALLMENT CONTRACT AND SECURITY AGREEMENT

CONTRACT NO. 25680
ICOL 26-321



MISSISSIPPI VALLEY GAS COMPANY

TO BE COMPLETED BY MVG

ACCOUNT NUMBER		DATE	
100 0002355 001		10 23 00	
TC	DP	CARD	TOWN
45	1	25	10002
TYPE		CLASS	
88		1	
SALESMAN		EMP NO	
[Signature]		7359	
LOCAL CREDIT APPROVAL		DATE	
CREDIT APPROVAL CODE		DATE	
269000001		9-25-00	

P.O. Box 130
ADDRESS
Sarthaven MS 38671
CITY STATE COUNTY ZIP

A: BUYERS NAME Weaver, Ray
LAST NAME FIRST
4200 Desoto Rd
Walls MS 38632
CITY STATE COUNTY ZIP

This Agreement establishes the terms under which the undersigned Buyer will purchase from the named Seller/Installer certain equipment and Mississippi Valley Gas Company (hereinafter referred to as "Company") will advance, and pay in full, costs of such equipment to Seller/Installer and allow Buyer to reimburse Company such costs on an installment basis. The parties agree as follows:

B: EQUIPMENT DESCRIPTION AND COST

QUANTITY	DESCRIPTION	AMOUNT
1 (63)	Furnace - FBF075B12A5 Serial - L003626354	
1 (99)	coil - EED36B15B1 Serial - L002676997	
1 (99)	Condenser - NAC036A1CA-1 Serial - L003115731	
	INSTALLATION	
	SUB-TOTAL	\$ 3100.00

D: TERMS OF PAYMENT

ITEMIZATION OF AMOUNT FINANCED	AMOUNT
A (SUB-TOTAL AT LEFT)	3100.00
B SALES TAX @ 7% TAX CODE 5	217.00
C CASH PRICE	3317.00
D CASH DOWN PAYMENT	1000.00
E UNPAID BALANCE OF CASH PRICE	2317.00
F SECURITY INTEREST RECORDING FEE PAID TO PUBLIC OFFICIAL	22.00
2 AMOUNT FINANCED - THE AMOUNT OF CREDIT PROVIDED TO YOU ON YOUR BEHALF	2339.00
3 FINANCE CHARGE - THE DOLLAR AMOUNT THE CREDIT WILL COST YOU	368.16
4 TOTAL OF PAYMENTS - THE AMOUNT YOU WILL HAVE PAID AFTER YOU HAVE MADE ALL PAYMENTS AS SCHEDULED	2707.16
5 TOTAL SALE PRICE - THE TOTAL COST OF YOUR PURCHASE ON CREDIT INCLUDING YOUR DOWN PAYMENT OF \$ 1,000.00	3707.16
ANNUAL PERCENTAGE RATE THE COST OF YOUR CREDIT AS A YEARLY RATE	9.75%

FOR OFFICE USE ONLY

C: Seller/Installer Name: McCullough Heat & Air
Address: 8271 Farmington Dr. East
City: Sarthaven, MS Zip: 38671

I requested By: _____ Date: _____
Approved By: _____ Date: _____
Approved By: _____ Date: _____

1420	500	VENDOR NO.	190485	3317.00
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SECURITY: YOU ARE GIVING A SECURITY INTEREST IN
 THE PURCHASED EQUIPMENT LOCATED AT _____
 YOUR HOME AT _____

DESCRIPTION CODE	TOTAL NUMBER OF PAYMENTS	PAYMENTS BEGIN MO YR	FINANCE CHARGE INSTALLMENTS	MONTHLY PAYMENT AMOUNT
6 1	36	11 00	10.22	75.19

BUYER AGREES TO PAY THE "TOTAL OF PAYMENTS" SHOWN ABOVE IN 36 MONTHLY INSTALLMENTS AS FOLLOWS: 35 PAYMENTS OF \$ 75.19 AND A FINAL PAYMENT OF \$ 75.51. 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.

The Parties further agree that the terms and conditions on the reverse side hereof shall govern this contract.

BUYER	SELLER/INSTALLER	MISSISSIPPI VALLEY GAS COMPANY
BUYER: Ray Weaver	NAME: McCullough's Heat & Air	BY: [Signature]
S.S. #: 415-04-5255	BY: Steve McCullough	TITLE: Mkt. Rep
DATE: _____	TITLE: owner	DATE: 10-23-00
CO-BUYER: _____	DATE: 10-6-00	
S.S. #: _____		
DATE: _____		

Seller/Installer shall invoice Company the amount identified in Section C of the contract. Company will not pay sales tax on Seller/Installer's behalf and any sales tax due shall be paid directly by Seller/Installer to the Mississippi State Tax Commission.

It is agreed that equipment and installation warranties, if any, are offered by the Seller/Installer and not by Company, and all such matters shall be addressed directly between the Buyer and the Seller/Installer. Buyer and Seller/Installer hereby release Company from any liability related to the sale, installation or the associated warranties.

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 here in 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 and Seller/Installer claim a security interest in the equipment only and disclaim 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 the 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, the 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 the 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 the 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. The 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.