

James G. Howell and wife, Pamela Howell

FORM 92-9472
REV 01/94

TO: THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI
FROM: MISSISSIPPI VALLEY GAS COMPANY

P.O. Box 130

Southaven, Ms 38671

662-393-0590

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 §75-9-4-2 and should be filed in the appropriate land records. The filing should be indexed as follows:

Lot	Lot 128	Section
Block	Subdivision Apple Creek North	Township
		Range
		Quarter Section

A full legal description of the real estate involved is:

Book 319
Page 036

() Attached
OR

(X) as follows:

Lot 128, Section B, Apple Creek North Subdivision, in Section 2 & 3, Township 2 South, Range 8 West, Desoto County, Mississippi, as per plat thereof Recorded in Plat Book 45, pages 18, in the office of the Chancery Clerk of Desoto County, Mississippi.

APM STATE MS. - DESOTO CO.
APR 16 2 48 PM '01
BK 1314 81
W.F. K.

MISSISSIPPI VALLEY GAS COMPANY
5249 PEPPERCHASE DR
SOUTHAVEN

FIRST M.V.G. COPY
4-13-01

DATE: 04/11/01

MS CT 17 ZIP 38671

SYS #: 343132

CUSTOMER GARY HOWELL
5280 PARK PL
HORN LAKE MS

CT 17 ZIP 386320000

ACCT NO. 100-0039046-001-01
TC OP TYPE CLASS TOWN
45 01 06 1 10002

QT	CD	TAG #	CL	CODE	GP	DESCRIPTION	SERIAL NO.	PRICE
01	02		65	8600	01	MVHHR REMOTE, MVHHR		65.00
01	02		65	6541	40	CIPB-1 CASTING SHELL		519.00
01	02		65	6525	40	CIVF-25 FIREPLACE, 2		482.00

SUB-TOTAL 1066.00

ADJ. - ACCT SUB CE VALUE INSTALLATION VALUE

5806 600 01 115.00-
5806 600 01 107.00-

175.00

ADJUSTMENT
SUB-TOTAL 222.00-

INSTALLATION
SUB-TOTAL 175.00

ANNUAL PERCENTAGE RATE	14.00%	TOTAL PURCHASE	1019.00
TOTAL NUMBER OF PAYMENTS	036	SALES TAX CODE 5 TAX	71.33
PAYMENTS BEGIN IN	05 01	CASH PRICE	1090.33
CREDIT APP.: 99 APPROVED		DOWN PAYMENT	0.00
MKT. REP. 7362 REFERRED 7354		UNPAID BALANCE	1090.33
A SECURITY INTEREST IS BEING GIVEN ON THIS SALE.		SECURITY RECORDING FEE	21.00
		AMOUNT FINANCED	1111.33
		FINANCE CHARGE	256.04
		TAX ON FINANCE CHARGE	17.92
		TOTAL ALL PAYMENTS	1385.29
		TOTAL INCLUDING DOWN-PAYMENT	1385.29

FOR 35 MONTHS BUYER WILL PAY 38.48 WITH A FINAL PAYMENT OF 38.49 .
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 5280 PARK PL CITY HORN LAKE MS ZIP 38637

INSTALLER NO.:

MATERIALS:

RECEIVED BY: _____ RECEIVED ON: _____

ISSUED BY: _____ DATE: _____ FROM STOREROOM: 100

REMARKS CL AND SALE. CUSTOMER DECIDED TO MAKE PAYMENTS. UCC-1 NEEDED TO BE FILED.

SECURITY: YOU ARE GIVING A SECURITY INTEREST IN THE PURCHASED EQUIPMENT

LOCATED AT: 5280 PARK PL

THE PARTIES FURTHER AGREE THAT THE TERMS AND CONDITIONS ON THE ATTACHMENT SHALL GOVERN THIS CONTRACT.

BUYER *X Pamela Howell* DATE: *X 4/12/01* S.S.#: *X 910-90-5887*

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

MISSISSIPPI VALLEY GAS CO. BY: *Cindi Rayburn* DATE: _____

342-0381

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 rescission 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.

MS Valley Gas