

Ahmad K. and Angela K. AkbaryFORM 92-9472  
REV 01/94

TO: THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI

FROM: MISSISSIPPI VALLEY GAS COMPANY

P.O. Box 130Southaven, Ms 38671662-393-0590

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 20	Section
Block	Subdivision Whitehaven	Township
		Range
		Quarter Section

A full legal description of the real estate involved is:

Book 318  
Page 238

( ) Attached  
OR

(X) as follows:

Lot 20, revised Plan, First Addition, Whitehaven Subdivision, Section 23, Township 1 South, Range 8 West, Desoto County Mississippi, as per plat thereof recorded in Plat Book 3 Pages 7, in the office of the Chancery Clerk of Desoto County, Mississippi.

STATE MS. - DESOTO CO. FILED *AK*

JAN 23 1 43 PM '02

BK 1449 PG 128  
W.E. DAVIS CH. CLK.



**INSTALLMENT CONTRACT AND SECURITY AGREEMENT**

CONTRACT NO. (COX 26-32)

25972

BK 1649PG0129  
MISSISSIPPI VALLEY GAS COMPANY

5249 Pepper Chase  
ADDRESS  
Southaven MS 38671  
CITY STATE COUNTY ZIP  
A: BUYERS NAME ANGELA ALBARY  
STREET 8698 Milbranch  
Southaven MS 38671  
CITY STATE COUNTY ZIP

10-15-2001 COMPLETED BY MVG

009827 2 10/11/02

45 1 10000 88 1

CREDIT APPROVAL CODE 004020007 DATE 1/11/02

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
	Installed A 4TON	
	ADP COIL AND A	
Furnace	m# CUB100A94800	
	s# 2445NTJG	
Coil	m# HAO 22300145B160567	
	s# 6001C3H62	
	INSTALLATION	
	SUB-TOTAL	2648.38

**D: TERMS OF PAYMENT**

	AMOUNT
1 ITEMIZATION OF AMOUNT FINANCED A (SUB-TOTAL AT LEFT)	2,648.38
B SALES TAX @ % TAX CODE	185.38
C CASH PRICE	2,833.76
D CASH DOWN PAYMENT	283.76
E UNPAID BALANCE OF CASH PRICE	2550.00
F SECURITY INTEREST RECORDING FEE PAID TO PUBLIC OFFICIAL	21.00
2 AMOUNT FINANCED - THE AMOUNT OF CREDIT PROVIDED TO YOU OR ON YOUR BEHALF	2571.11
3 FINANCE CHARGE - THE DOLLAR AMOUNT THE CREDIT WILL COST YOU	687.64
4 TOTAL OF PAYMENTS - THE AMOUNT YOU WILL HAVE PAID AFTER YOU HAVE MADE ALL PAYMENTS AS SCHEDULED	3258.75
5 TOTAL SALE PRICE - THE TOTAL COST OF YOUR PURCHASE ON CREDIT INCLUDING YOUR DOWN PAYMENT OF \$ 283.76	3542.41
ANNUAL PERCENTAGE RATE THE COST OF YOUR CREDIT AS A YEARLY RATE	9.34

FOR OFFICE USE ONLY  
C: Seller/Installer Name: Mitch Wright A/C Heat  
Address: 8710 Hwy 51 N  
City: Southaven, MS zip 38671  
Cindi Baddow 1-10-02

Requested By: Cindi Baddow Date: 1-10-02  
Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
1420 500 VENDOR NO. 350555 2648.38

BUYER AGREES TO PAY THE "TOTAL OF PAYMENTS" SHOWN ABOVE IN 60 MONTHLY INSTALLMENTS AS FOLLOWS: 59 PAYMENTS OF \$54.31 AND A FINAL PAYMENT OF \$54.34. 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: X AHMAD ALBARY S.S. # 408-21-2186 DATE: 01/07/02 CO-BUYER: TTY SABLE S.S. #: \_\_\_\_\_ DATE: \_\_\_\_\_  
SELLER/INSTALLER NAME: Mitch Wright BY: Pam Wright TITLE: Dispatcher DATE: 1-4-02  
MISSISSIPPI VALLEY GAS COMPANY BY: C Baddow TITLE: MKT Rep DATE: 1/10/02

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION

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 non-payment, and protest of negotiable instruments, and any other proceedings, shall not constitute a waiver of future rights, and the holder's failure to exercise any option granted 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 hereth, shall not obligate Company in any way. This agreement shall apply and be binding upon Buyer, his heirs, personal representatives, successors and assigns, and shall 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. If Buyer is in default, the Company may enter upon Buyer's premises 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.

ANY HOLDER OF THIS INSTRUMENT UNDER THIS CONTRACT IS SUBJECT TO ALL RIGHTS AND DEFENSES WHICH A HONORABLE COURT OF LAW OR WITH THE PROCEEDS HEREOF... BUYER ACKNOWLEDGES THAT BEFORE SIGNING THE CONTRACT WAS COMPELLED AND ALL BANKS WERE COMPELLED TO... BUYER ACKNOWLEDGES THAT BEFORE SIGNING THE CONTRACT WAS COMPELLED AND ALL BANKS WERE COMPELLED TO... BUYER ACKNOWLEDGES THAT BEFORE SIGNING THE CONTRACT WAS COMPELLED AND ALL BANKS WERE COMPELLED TO...

MVG