

DEED OF TRUST

STATE OF MISSISSIPPI

ACCOUNT # 70152

COUNTY OF DeSoto

BRANCH Olive Branch

WHEREAS, Deborah Ann Fowler A/K/A Deborah Ann Sweatt

6590 Goodman Rd., Olive Branch, MS 38654 Grantor(s)

are justly indebted unto Olive Branch Financial Beneficiary, in the sum of Twenty-one thousand one hundred and twenty & 00 Cents DOLLARS (\$ 21,120.00)
(Total Amount of Note/Total of Payments)

as evidenced by a promissory note dated October 23, 2003

with an Amount Financed of \$ 9942.87

Finance Charge (Precomputed Charges) of \$ 11,177.13

Annual Percentage Rate 21.67 %

and due and payable in _____ installments of \$ _____ each beginning _____ and like payments on the same day of each successive month thereafter until paid in full, and being desirous to secure by this Deed of Trust, the prompt payment of said indebtedness of the respective maturity dates of the installments due together with any extension or renewal thereof with interest thereon, and any other indebtedness now or hereafter becoming due and owing to the beneficiary by the grantor(s) prior to the payment of the indebtedness herein described and secured, or any extension or renewal thereof, or any part thereof.

NOW, THEREFORE, I hereby sell, convey and warrant unto Ted Smith

of Batesville, MS, as Trustee, the following described real property situated in DeSoto County, State of Mississippi, to wit:

SEE SCHEDULE A ATTACHED.

Index: Part of S 1/2, Section 30, T-1, R-6, DeSoto County, MS

Prepared by Nancy Tubbs, 9745 Hwy. 178, Olive Branch, MS 38654 ph: 662-893-2929

STATE MS.-DESOTO CO.
FILED

P3
P2

DEC 4 10 58 AM '03

BK 1883 PG 135
W.E. DAVIS CH. CLK.

Being all or a portion of the real estate conveyed to Grantor(s) by Doyle Marynette Sweatt (a/k/a Doyle A. Sweatt)

by a Warranty Deed dated 2/18/96, 20____ and recorded in the Land Records of the Chancery

Clerk's Office of DeSoto County, Mississippi, in Olive Branch

TO HAVE AND TO HOLD the abovescribed real estate, together with all the hereditaments and appurtenances thereunto belonging or in any wise pertaining unto the Beneficiary, its successors and assigns, in fee simple forever, and the Grantor(s) does hereby covenant with the Beneficiary, its successors and assigns, that they are lawfully seized in fee of the abovescribed real estate; that they have a good right to sell and convey the same; that the same is unencumbered, except:

and that the title and quiet possession thereto they will and their heirs and personal representatives shall warrant and forever defend against the lawful claims of all persons.

IN TRUST, however, that if at any time the indebtedness herein secured, or interest thereon, or any renewals or extensions thereof, or of any part or installment thereof, with interest thereon, or any other indebtedness becoming due and owing by the grantor(s) to the beneficiary prior to the payment of the indebtedness herein secured, should be past due and unpaid, or should the grantors fail to pay any other indebtedness which constitutes a lien upon the abovesaid real estate, the beneficiary herein, their legal representatives, successors (heirs) or assigns, may declare, without notice and demand, all indebtedness owing at that time, less any required refunds, due and payable; and the Trustee herein named or any substituted Trustee shall, at the request of the beneficiary herein, their legal representatives, successors (heirs) or assigns, sell the property herein conveyed at public outcry to the highest bidder for cash, within legal hours, in front of the Court House in the county or counties of Mississippi in which the above-described real property is located, on a day to be fixed by such Trustee, after first giving three weeks' notice of the time, place and terms of said sale by advertisement in some newspaper published in said county or counties in Mississippi, and having a general circulation therein, and by posting notice thereof at the Court House in said county or counties; and shall, out of the proceeds of said sale pay: first, all costs and expenses of making said sale, including a reasonable Trustee's fee therefore; and next, the entire amount of the indebtedness at that time owing to the beneficiary herein by the grantor(s), with interest thereon up to the date of making said sale; the overplus, if any there be, to be paid to the grantor(s), his (their) (its) legal representatives, heirs (successors) or assigns.

The Grantor(s) desires to secure and make certain the payment of said notes, and of any and all renewals and extensions thereof. Now, therefore, the Grantor(s) agrees and binds himself that so long as any part of the indebtedness aforesaid shall remain unpaid, he will pay all taxes and assessments against said property promptly when due, and deposit all tax receipts with the Beneficiary; will insure the buildings on said property for not less than the current fair market value against fire, windstorm and such other casualties as the Beneficiary may require, in some insurance company or companies approved by the Beneficiary, and cause said policies to be made payable to the Beneficiary as his interest may appear, and deposit said policies with the Beneficiary as further security for said debt, no responsibility for the approval or maintenance or insurance being imposed upon the Trustee or Beneficiary; will protect the improvements on said property by proper repairs, and maintain them in good repair and condition; will not do anything or suffer or permit anything to be done whereby the lien of this Deed of Trust might or could be impaired; will pay such expenses and fees as may be necessary in the protection of the property and maintenance and execution of this trust, including but not being limited to expenses incurred by the Trustee or Beneficiary in any legal proceeding to which it is made or become a party. The net proceeds resulting from the taking of all or any part of the property by eminent domain or from any sale in lieu thereof, shall be applied upon the indebtedness in inverse order to its maturity; in the event of the destruction of the improvements by fire or other casualty, the net proceeds of the insurance shall be applied upon the indebtedness secured hereby in inverse order of its maturity; or at the option of the Beneficiary such proceeds may be used to restore the improvements to their former condition. In the event of any casualty loss, Grantor(s) directs any insurer to pay Beneficiary directly and appoints Beneficiary as attorney in fact to endorse any draft to the extent not prohibited by law.

If Grantor(s) fails to provide the insurance and pay all taxes, assessments or other governmental charges as herein provided and maintain repairs and protect and preserve the property; the Beneficiary or any future holder of the indebtedness hereby secured at his option and discretion may secure and pay such insurance, and pay such taxes, assessments, other governmental charges and repairs and all expenditures for such purposes shall become an indebtedness of the Grantor, due upon demand, and the payment of the same shall be secured by this instrument. Any rights provided herein to the Beneficiary accrue to any future holder.

The following are authorized to select and substitute another trustee in the place of the above-named trustee, or any successor, at any time any of them may so desire, namely: (1) the beneficiary herein, (2) if there be more than one beneficiary, then any one of them, or (3) any future holder of the indebtedness secured hereby, or any part hereof. It shall not be necessary to obtain the consent or resignation of the original trustee, or any successor, before appointing another trustee in his place, and any such appointee, who may be an agent, employee, or officer of the beneficiary, shall have full and sole power as trustee herein. Any part of this instrument contrary to applicable law shall not invalidate the other parts of this agreement.

WITNESS my signature(s), this the 13th day of November, 2003

Witnesses: [Signature]

Signature: [Signature]
Type Name Here: Deborah Ann Fowler
Signature: [Signature]
Type Name Here: Deborah Ann Sweatt

ACKNOWLEDGEMENT

IMPORTANT
Signature must be the same as the name typed on the face of this instrument and below the signature lines.

STATE OF MISSISSIPPI
COUNTY OF DeSoto DeSoto

Personally appeared before me, the undersigned authority in and for the above named county and state, the within named Deborah Ann Fowler a/k/a Deborah Ann Sweatt, who acknowledged before me that she signed

and delivered the above and foregoing instrument of writing on the day and date therein mentioned as her own act and deed.

Given under my hand and official seal, this 13th day of November, 2003

My commission expires: MY COMMISSION EXPIRES DEC. 18, 2004

[Signature]
Notary Public

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the above named county and state, the within named [Name], one of the subscribing witnesses to the

foregoing Deed of Trust, who being first duly sworn, deposes and says that he saw the within named [Name] whose name(s) (is) (are) subscribed thereto, sign, seal and deliver the same to the said [Name] and that he, this deponent, subscribed his name as a witness thereto in the presence of the said [Name] on the day and year herein named.

Sworn to and subscribed before me this the 13th day of November, 2003

My commission expires: MY COMMISSION EXPIRES DEC. 18, 2004

[Signature]
Notary Public

DEED OF TRUST

TO [Name], Trustee
THE STATE OF MISSISSIPPI, County [Name]
I, [Name], Clerk of the Chancery Court of [Name] County, do hereby certify that the within named Trust Deed was filed for record in my office on the [Date], 20 [Year] at [Time] o'clock [AM/PM], and that the same together with the certificate and acknowledgement, is now duly recorded in Book [Page], page [Page] of the Records of Trust Deeds in my office.

Given under my hand and official seal, this the [Date], 20 [Year].
By [Name], Clerk, D.C.
My commission expires: [Date]

AFTER FILING, RETURN THIS DOCUMENT TO:
Olive Branch Financial
Street Address or Post Office Box
P. O. Box 148
City, State and Zip Code
Olive Branch, MS 38654

"SCHEDULE A"

1.78 acres more or less situated in the south half of Section 30, Township 1 South, Range 6 West, DeSoto County, Mississippi and being more particularly described as BEGINNING at the Southeast corner of Section 30, Township 1 South, Range 6 West, DeSoto County, Mississippi said point being in the intersection of the center line of Goodman Road and Craft road; thence South 84° 34' 40" West along the center line of Goodman Road 2343.20 feet to a point, said point being in the center line of Cherry Tree Road; thence North 5° 32' 36.8" West along the center line of Cherry Tree Road 40.0 feet to a point in the North line of Goodman Road; thence South 84° 34' 40" West 25.0 feet to a point, said point being the intersection of the North line of Goodman Road and the West line of Cherry Tree Road and being the point of beginning; thence South 84° 34' 40" West along the north line of Goodman Road 211.17 feet to a point; thence North 5° 32' 36.8" West 369.06 feet to a point; thence North 84° 34' 40" East 211.17 feet to a point in the West line of Cherry Tree Road; thence South 5° 32' 36.8" East along the West line of Cherry Tree Road 368.19 feet to the point of beginning, containing 77,841.720 square feet on 1.787 acres.

LESS AND EXCEPT:

Begin at the point of intersection of the present Northerly right-of-way line of Mississippi Highway No. 302 with the present Westerly right-of-way line of Hamilton Drive as shown on the plans for Federal Aid Project No. 19-0021-01-018-10; from said point of beginning run thence Westerly along said present Northerly right-of-way line, a distance of 213.2 feet to the Westerly line of grantors property; thence run North 00° 14' West along said Westerly property line, a distance of 59.4 feet; thence run North 89° 49" East, a distance of 124.1 feet to a point that is 90 feet Northerly of and perpendicular to the centerline of survey of said project at Station 822 + 00; thence run North 61° 13' East, a distance of 73.4 feet; thence run North 03° 48' East, a distance of 75.2 feet; thence run North 14° 55' East, a distance of 77.6 feet to said present Westerly right-of-way line of Hamilton Drive; thence run South 00° 01' East along said present Westerly right-of-way line of Hamilton Drive, a distance of 245.1 feet to the point of beginning, containing 0.40 acres, more or less, and being situated in and a part of the Southwest 1/4 of the Southeast 1/4 of the Section 30, Township 1 South, Range 6 West, in the City of Olive Branch, DeSoto County, Mississippi.

INDEXING INSTRUCTIONS: SW 1/4 OF SE 1/4 OF SECTION 30,
TOWNSHIP 1 SOUTH, RANGE 6 WEST

WITNESS my signature(s), this the 13th day of November, 2003

Witnesses:

Debra R. Tubbs

Signature: Deborah Ann Fowler
Type Name Here: Deborah Ann Fowler
Signature: Deborah Ann Sweatt
Type Name Here: Deborah Ann Sweatt

ACKNOWLEDGEMENT

STATE OF MISSISSIPPI
COUNTY OF De Soto DeSoto

IMPORTANT
Signature must be the same as the name typed on the face of this instrument and below the signature lines.

Personally appeared before me, the undersigned authority in and for the above named county and state, the within named Deborah Ann Fowler a/k/a Deborah Ann Sweatt, who acknowledged before me that she signed and delivered the above and foregoing instrument of writing on the day and date therein mentioned as her own act and deed.

Given under my hand and official seal, this 13th day of November, 2003

My commission expires: MY COMMISSION EXPIRES DEC 18 2004

Bruce Callaway
Notary Public

