BK 1930 PG 0589

912548

STATE MS.-DESOTO CO.
FILED

FEB 24 10 00 AM '04

BK 1930 PG 589
W. E. DAVIS CH. CLK.

When recorded mail to:
Home Connects
100 Lakeside Drive, Horsham, PA 19044

Loan No. 000654830008
Loan Product: **Equity Line**

DEED OF TRUST AND ASSIGNMENT OF RENTS

☐ **This Security Instrument secures a line of credit.**

MIN 100037506548300087

THIS DEED OF TRUST AND ASSIGNMENT OF RENTS, as amended and extended (this "Deed of Trust") is signed to secure advances under a **GMAC Mortgage Corporation DBA ditech.com** Home Equity Line of Credit Agreement, as amended or extended (the "Agreement"); it is dated as of **January 24, 2004** , and is an agreement among **Johnny E Smith And Cynthia S Smith, Husband And Wife As Tenants By The Entirety With The Right Of Survivorship**

whose address is **4330 Dean Rd, Nesbit, MS 38651** as the grantor(s) **Barbara Zirilli** ,as the trustee; and **GMAC Mortgage Corporation DBA ditech.com** as beneficiary and The Mortgage Electronic Registration Systems Inc. PO Box 2026 Flint, MI 48501-2026 (MERS) also beneficiary acting solely as a nominee for LENDER and LENDER's successors and assings under this Deed of Trust.

Throughout this Deed of Trust, "we", "us" and "our" refer to grantor(s). "LENDER" refers to **GMAC Mortgage Corporation DBA ditech.com** or its assigns. The "Account" refers to the Home Equity line of credit agreement established by LENDER under the Agreement. "Borrower" refers to each person who signs the Agreement as borrower. The Agreement and this Deed of Trust, taken together, are called the "Credit Documents." "Signer" refers to any person (other than LENDER) who has signed a Credit Document.

DESCRIPTION OF SECURITY

By signing this Deed of Trust, we irrevocably grant, bargain, sell and convey to Trustee, in trust, with power of sale, (a) the real estate located **4330 Dean Rd, Nesbit** , County of **De Soto** , State of Mississippi **38651-** , more fully described in Schedule A; (b) all buildings or other structures on the property; (c) all rights we may have in any road, alley, easement or license regarding the property or in any mineral, oil, gas or water which is part of the property; (d) all rents and royalties from the property; (e) all proceeds of any insurance on the property; (f) all proceeds of any taking (or threatened taking) of the property by any governmental authority; and (g) all fixtures on the property at any time (collectively, the "Property").

The Property includes all rights and interests which we now have or which we may acquire in the future. For example, if the security mortgaged under this Deed of Trust is a leasehold estate and we subsequently acquire fee title to the Property, the rights and interests granted to MERS acting solely as a nominee for LENDER by this Deed of Trust will include the fee title that we acquire. This Deed of Trust is also a Security Agreement under the Mississippi Uniform Commercial Code and we hereby grant MERS acting solely as a nominee for LENDER a security interest in the personal property described in (d) through (g) above. This Deed of Trust also constitutes a financing statement filed as a fixture filing in the official records of the county recorder of the county were the Property is located, with respect to any and all fixtures included within the term "Property" and with respect to any goods or other personal property that may now or hereafter become part of such fixtures.

SECURED OBLIGATIONS

We have signed this Deed of Trust to secure (a) the payment to LENDER of up to $ **20,000.00** (the "Credit Limit"), plus FINANCE CHARGES and any other amounts due LENDER under the Agreement; (b) the performance under the Agreement of each Borrower under the Agreement and our performance of the covenants of this Deed of Trust (collectively, the "Secured Obligations"). None of the initial charges are repayable in the event that the Agreement is prepaid prior to its maturity.

PRIORITY OF ADVANCES

The lien of this Deed of Trust will attach on the date this Deed of Trust is recorded. The indebtedness evidenced by the Credit Documents is a revolving indebtedness. The Credit Documents provide that amounts may be advanced, repaid and readvanced from time to time in accordance with the terms and provisions of the Agreement. Accordingly, the aggregate advances during the term of the Credit Documents may exceed the Credit Limit. However, the Total Balance Outstanding less FINANCE CHARGES at any time (the "Earning Balance Outstanding") shall never exceed the Credit Limit, except for advances made to protect the lien of this Deed of Trust. We agree that the lien and security title of this Deed of Trust shall not be deemed released or extinguished by operation of law or implied intent of the parties if the Total Balance Outstanding is zero as of the date of this Deed of Trust or is from time to time reduced to zero by payments made to LENDER. Our right to use the Account shall be at an end if the Total Balance Outstanding at any time is zero.

REPRESENTATIONS AND DUTIES

We promise that, except for Permitted Liens; (a) we own the Property; (b) we have the right to mortgage the Property to LENDER; and (c) there are no outstanding claims or charges against the Property. The term "Permitted Lien" means (x) any mortgage, deed to secure debt or deed of trust ("security instrument") disclosed to LENDER on Borrower's application for the Account, to the extent that the amount secured by such security instrument does not exceed the amount disclosed on such application; and (y) any liens, claims and restrictions of record that do not individually or collectively have a material adverse impact upon LENDER's security, the value of the Property or the Property's current use.

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Each of us gives a general warranty of title of LENDER. This means that each of us will be fully responsible for any losses which LENDER suffers because someone has rights in the Property other than Permitted Liens. We promise that we will defend our ownership of the Property against any claims of such right.

We will neither take nor permit any action to partition, subdivide or change the condition of title to all or any part of the Property. We will not amend any prior mortgage without LENDER's prior written consent.

CERTAIN PROVISIONS OF THE AGREEMENT

We understand that LENDER may, under certain circumstances set forth in the Agreement, cancel its obligation to make further advances and/or require repayment at once of the Total Balance Outstanding. LENDER may change the terms of the Agreement, including terms relating to FINANCE CHARGES, as provided in the Agreement, without impairing its rights under this Deed of Trust.

Under the Agreement, FINANCE CHARGES may vary and are based on an index and the "prime rate" published in The Wall Street Journal or in certain circumstances the "prime rate" published in The New York Times or a similar index selected by LENDER. The rate of FINANCE CHARGES changes on a daily basis as the index or the amount outstanding under the Agreement increases or decreases. We understand that we will not receive advance notice of such changes.

PROMISES AND AGREEMENTS

We agree with LENDER as follows:

1. **TIMELY PAYMENT.** Except as limited by paragraph 10 below, we shall pay when due all sums owed LENDER under the Credit Documents.

2. **APPLICATION OF PAYMENTS.** All payments shall be applied by LENDER as set forth in the Agreement.

3. **MORTGAGES AND DEEDS OF TRUST; CHARGES; LIENS.** We shall make payments when due and perform all our obligations under any mortgage, deed of trust or other security agreement on the Property.

We shall pay or cause to be paid when due all loans, taxes, assessments, charges, fines, impositions and rents of any kind relating to the Property ("Assessments"). Receipts evidencing such payments shall be delivered to LENDER upon its request. Except for Permitted Liens, we shall not allow any encumbrance charge or lien on the Property to become prior to the Deed of Trust.

4. **HAZARD INSURANCE; CONDEMNATION.**

(a) We shall, at our cost, keep all improvements on the Property insured against loss by hazards in the term "extended coverage" and against loss by any other hazards LENDER may reasonably request to be covered. Hazard insurance shall be in an amount equal to the lesser of (i) the full replacement cost of the building that is part of the Property or (ii) the amount of this mortgage plus the total amount of all Permitted Liens. However, coverage will never be less than the amount necessary to satisfy any coinsurance requirement contained in the

All insurance policies and renewals must be in a form acceptable to LENDER and must include a standard mortgagee clause in favor of LENDER. LENDER shall have the right to hold the policies and renewals, subject to the terms of any Permitted Liens. If we pay the premiums directly, we shall provide LENDER with all renewal notices and, if requested by LENDER, all receipts for premiums. If policies and renewals are held by any other person, we shall supply copies of them to LENDER within ten calendar days after they are issued.

In the event of loss, we shall give prompt notice to the insurance company and LENDER. LENDER may file a proof of loss if we fail to do so promptly.

(b) The proceeds of any taking or threatened taking of the Property by a governmental authority shall be paid to LENDER, subject to any Permitted Liens. We shall give LENDER notice of any such threatened taking and sign all documents required to carry out this paragraph 4. No settlement relating to such a taking or threatened taking may be made without LENDER's prior written approval which shall not be unreasonably withheld.

(c) Subject to the terms of any Permitted Lien, LENDER may elect that the proceeds of any insurance, taking or threatened taking shall be applied to pay the debts secured by this Deed of Trust, repair or reconstruct the Property, and/or pay for our loss (after payment of all reasonable costs, expenses and attorneys' fees paid or incurred by LENDER and us.). The Credit Limit and Available Credit (as defined in the Agreement) shall be reduced to the extent that such proceeds are not used for repair and reconstruction. The receipt of proceeds shall not cure or waive any default under this Deed of Trust or invalidate any act done pursuant to such notice.

If the Property is abandoned by us, or if we fail to respond to LENDER in writing within 30 calendar days from the date notice of a proposed insurance or condemnation settlement is given to us, LENDER may settle the claim, collect the proceeds and apply them as set forth above.

If the Property is acquired by LENDER, all of our right, title and interest in and to any insurance or condemnation proceeds shall become the property of LENDER to the extent of the sums secured by this Deed of Trust.

Initial JES
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5. **MAINTENANCE OF THE PROPERTY; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** We shall: use, improve and maintain the Property in compliance with law; keep the Property in good repair and pay when due all repair costs; prevent waste; impairment and/or deterioration of the Property; and comply with the provisions of any lease of the Property.

If the Property is a part of a condominium project or a planned unit development, we shall promptly perform all of our obligations under the governing documents of the project of development.

6. **PROTECTION OF LENDER SECURITY.** We shall appear in and defend any action or proceeding which may affect the security of LENDER under this Deed of Trust or result in violation of paragraph 3 above. If such an action is filed, we violate this Deed of Trust or Borrowers violate this Agreement, then LENDER may disburse funds and do whatever it believes necessary to protect the security of this Deed of Trust. In doing so, LENDER shall give us notice but it need not make demand or release us from any obligation.

Any amounts paid by LENDER or Trustee under this paragraph 6 shall be paid by us upon demand, with FINANCE CHARGES at the variable rate in effect under the Agreement. Until paid by us, such amounts are secured by this Deed of Trust. Neither LENDER nor Trustee is required to incur any expense or take any action under this Deed of Trust and no action taken shall release us from any duty.

7. **INSPECTION.** Representatives of LENDER may inspect the Property from time to time. Except in an emergency, LENDER must first give notice specifying reasonable cause for the inspection.

8. **FINANCE CHARGES AFTER END OF ACCOUNT AND/OR JUDGMENT.** We agree that FINANCE CHARGES after the end of the Account and/or after a judgment is entered shall continue to accrue at the rates and in the manner specified in the Agreement.

9. **OUR CONTINUING DUTIES AND LENDER'S RIGHTS; WAIVERS.** No waiver of any LENDER or Trustee right under the Credit Documents shall release or limit our liability, Borrower's liability or that of our successors or Borrower's successors, nor shall any waiver affect the lien or priority of this Deed of Trust. Neither LENDER nor Trustee shall be required to start proceedings against any successor or modify payment terms by reason of any demand made by Borrower, us or any successor.

No LENDER or Trustee act or failure to act shall waive any right under this Deed of Trust. All waivers must be in writing and signed by LENDER; they shall apply only to the extent and with respect to the event specified in the writing. Obtaining insurance, or paying taxes or other claims or charges shall not be a waiver of LENDER's right to demand payment at once of the sums secured by this Deed of Trust in the event of a default under the Credit Documents.

10. **SUCCESSORS AND ASSIGNS; JOINT AND SEVERAL LIABILITY.** This Deed of Trust shall bind us and our respective successors for the benefit of LENDER and its successors and assigns. All agreements made by us or any successor are joint and several and may be enforced against each of us or any successor.

Any Signer who does not execute the Agreement ("Co-Grantor") is not personally liable under the Credit Documents. Rather, each Co-Grantor is co-signing to encumber such Co-Grantor's interest in the Property. Each Co-Grantor agrees that LENDER and any Signer may modify either Credit Document, without notice to or consent from such Co-Grantor and without impairing LENDER's rights under the Credit Documents. Each Co-Grantor also waives (a) any right such Co-Grantor might otherwise have to require LENDER to proceed first against any Borrower or any other person or to pursue any remedy in LENDER's power, (b) any defense or right such Co-Grantor might otherwise have arising out of any release granted any Borrower or any defense that any Borrower may have against liability (other than for full payment), (c) any defense against LENDER arising out of LENDER's exercise of a power of sale upon the Property, even if such sale results in the loss of any rights of subrogation or other right of such Co-Grantor against any Borrower or other person, and (d) the benefit of any statute of limitations affecting the Property.

11. **NOTICES.** All notices shall be in writing. Except where applicable law requires

(a) LENDER notices shall be hand delivered or mailed by first class, registered or certified mail to the address of the Property or to such other address specified by the addressee in a written notice given to

(b) Our notices shall be mailed to LENDER by first class, registered or certified mail to the address for such notices specified on our most recent monthly statement under the Agreement or to such other address specified by LENDER in a written notice given to us. Any such notice shall be considered given on the day it is received by LENDER.

12. **GOVERNING LAW.** This Mortgage will be governed by federal and Mississippi law. If any provision is invalid, illegal, or unenforceable, this Deed of Trust shall be interpreted as if such provision has never been included.

13. **COPIES.** We shall receive copies of the Credit Documents and any other documents we sign at the time they are signed or after this Deed of Trust is recorded.

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14. **EXERCISING REMEDIES.** LENDER may exercise all of the rights and remedies provided by the Credit Documents or law, and any of these rights and remedies may be exercised individually or together, once or a number of times. The parties to this document are subject to the provision for Arbitration as set forth in the Agreement which is incorporated by reference as if set forth at length herein.

15. **EVENTS OF DEFAULT.**

(a) The events set forth in paragraph 15(b) are Events of Default if and when LENDER gives Signer any notice of default. We agree to notify LENDER promptly upon the happening of any event that would be an Event of Default under either Credit Document upon the giving of notice by LENDER.

(b) After giving notice of default, LENDER may end the Account and/or demand repayment at once of the Total Balance Outstanding in any of the following events:

(i) There has been fraud or material misrepresentation by any Signer in connection with the Account;

(ii) Borrowers fail to meet the repayment terms of the Agreement for any amount outstanding; or

(iii) Any action or inaction by any Signer has adversely affected the Property or any right of LENDER in the Property; to the extent permitted by law, this will include, but not be limited to, any Signer (or any legal representative or successor of any Signer) agreeing to sell, transfer or assign or selling, transferring or assigning any interest in the Property, without the prior written consent of LENDER.

(c) Notwithstanding any language in this Deed of Trust to the contrary, LENDER will not take any action in the event of default unless permitted by applicable law and LENDER will give us any grace period, right to cure and/or reinstatement right without the prior written consent of LENDER.

16. POWER OF SALE AND RELATED MATTERS. IF BORROWERS DO NOT REPAY THE TOTAL BALANCE OUTSTANDING WHEN DUE, LENDER MAY EXERCISE ANY REMEDY AVAILABLE TO IT UNDER APPLICABLE LAW, INCLUDING INVOKING ITS POWER OF SALE OF THE PROPERTY. LENDER SHALL BE ENTITLED TO COLLECT ALL REASONABLE COSTS AND EXPENSES, SUCH AS ATTORNEYS' FEES, INCURRED IN PURSUING THE REMEDIES PROVIDED ABOVE.

IF LENDER INVOKES ITS POWER OF SALE UNDER THIS DEED OF TRUST, LENDER SHALL EXECUTE, OR CAUSE TRUSTEE TO EXECUTE, A WRITTEN NOTICE OF THE OCCURRENCE OF AN EVENT OF DEFAULT AND OF LENDER'S ELECTION TO CAUSE THE PROPERTY TO BE SOLD. LENDER SHALL CAUSE SUCH NOTICE TO BE RECORDED IN EACH COUNTY WHERE ANY PART OF THE PROPERTY IS LOCATED. LENDER OR TRUSTEE SHALL MAIL COPIES OF SUCH NOTICE, IN THE MANNER REQUIRED BY APPLICABLE LAW, TO US AND TO ANY OTHER PERSONS WHO ARE ENTITLED TO NOTICE UNDER APPLICABLE LAW. AFTER THE LAPSE OF SUCH TIME AS MAY BE REQUIRED BY APPLICABLE LAW, TRUSTEE SHALL, WITHOUT FURTHER DEMAND ON OR NOTICE TO US, SELL THE PROPERTY AT PUBLIC AUCTION TO THE HIGHEST BIDDER AT THE TIME AND PLACE AND UNDER THE TERMS DESIGNATED IN THE NOTICE OF SALE, IN ONE OR MORE PARCELS AND IN SUCH ORDER AS TRUSTEE MAY DETERMINE. TRUSTEE MAY POSTPONE SALE OF ALL OR ANY PARCEL OF THE PROPERTY BY PUBLIC ANNOUNCEMENT AT THE TIME AND PLACE OF ANY PREVIOUSLY SCHEDULED ANNOUNCEMENT AT THE TIME FIXED BY THE PRECEDING POSTPONEMENT. LENDER OR LENDER'S DESIGNEE MAY PURCHASE THE PROPERTY AT ANY SALE.

TRUSTEE SHALL DELIVER TO THE PURCHASER A TRUSTEE'S DEED CONVEYING THE PROPERTY SOLD WITHOUT ANY COVENANT OR WARRANTY, EXPRESS OR IMPLIED. THE RECITALS IN THE TRUSTEE'S DEED SHALL BE PRIMA FACIE EVIDENCE OF THE TRUTH OF THE STATEMENTS MADE THEREIN. TRUSTEE SHALL APPLY THE PROCEEDS OF THE SALE (A) FIRST TO ALL REASONABLE COSTS AND EXPENSES OF THE SALE, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' AND TRUSTEE'S FEES AND COSTS OF TITLE EVIDENCE, (B) THEN AS SET FORTH IN THE AGREEMENT; AND (C) FINALLY TO ANY PERSONS LEGALLY ENTITLED TO THE REMAINDER.

17. ASSIGNMENT OF RENTS; RECEIVERS; LENDER POSSESSION OF THE PROPERTY. As additional security, we hereby assign to LENDER any rents due on the Property after an Event of Default or abandonment of the Property. In any action to invoke the power of sale under this Deed of Trust, LENDER shall be entitled to the appointment of a receiver.

If an Event of Default occurs or we abandon the Property, LENDER, without notice, may enter upon, take possession of, and manage the Property. LENDER may then collect or sue in its own name for any rents due on the Property. All rents so collected shall be applied first to payment of the reasonable costs of operation and management of the Property (such as collection costs, receiver's fees, bond premiums and attorneys' fees) and then to the Total Balance Outstanding. LENDER and the receiver must account only for rents actually received.

Acts taken by LENDER under this paragraph 17 shall not cure or waive any Event of Default or invalidate any act done pursuant to notice of default.

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We will not, without the written consent of LENDER, receive or collect rent from any tenant on the Property more than one month in advance. Upon an Event of Default, we will pay monthly in advance to LENDER or any receiver the fair and reasonable rental value of the Property or that part of the Property in our possession. If we fail to pay such rent, we will vacate and surrender the Property to LENDER or to such receiver. We may be evicted by summary proceedings.

18. **RECONVEYANCE.** Upon payment of all sums secured by this Deed of Trust, termination of the Account, delivery to LENDER of all checks providing access to the Account and the passage of at least 14 days after satisfaction of the first three conditions, LENDER shall surrender the Credit Documents to the Trustee and request Trustee to reconvey the Property. Trustee shall reconvey the Property without warranty to those of us legally entitled thereto.

19. **REQUEST FOR NOTICES.** LENDER requests that copies of notice of default and sale from the holder of any lien which has priority over this Deed of Trust be sent to LENDER at **3200 Park Center Dr. Suite 150, Costa Mesa, CA 92626** .

20. **EXHIBITS, SCHEDULES AND RIDERS, ETC.** The terms of any Exhibit, Schedule or attached to this Deed of Trust or executed and recorded with this Deed of Trust shall be treated as if fully set forth in this Deed of Trust. All of the Terms of the Agreement are made part of this Deed of Trust.

21. **TIME OF ESSENCE.** Time is of the essence in this Deed of Trust.

22. **ACTUAL KNOWLEDGE.** For purposes of the Credit Documents, LENDER shall not be deemed to have actual knowledge of any fact until it actually receives notice as set forth in paragraph 11 or until it receives written notice thereof from a source LENDER reasonably believes to be reliable. The date of receipt shall be determined by reference to the "Received" date stamped on such written notice by LENDER or its agent.

23. **TAXES.** If taxes on deeds of trust or the debts they secure increase in any way after the date of this Deed of Trust, we shall pay the full amount of any such increase.

24. **WAIVER OF STATUTORY RIGHTS.** To the extent permitted by law, for ourselves and our successors and assigns, we hereby waive the benefit of all homestead, dower, curtesy, appraisement, valuation, redemption, reinstatement, stay, extension, exemption and moratorium laws now existing or hereafter enacted and any right to have the Property marshalled upon any invocation of the power of sale. We further agree that any court having jurisdiction may order the Property sold as an entirety.

25. **EXPENSES OF LITIGATION.** In any proceeding to enforce any remedy of LENDER under the Credit Documents there shall be allowed and included, to the extent permitted by law, as additional indebtedness in the judgment or decree, any court costs and reasonable collection expenses which may be paid or incurred by LENDER for attorneys; paralegal; legal assistants; appraisers; documentary and expert evidence; stenographers; publication; surveys; abstracts of title; title searches; title insurance policies; and similar items which LENDER reasonably considers necessary in such proceeding or to evidence to bidders at any sale the true condition of the title to or value of the Property. Such expenses may be estimated to the extent they will be incurred after entry of the decree. All such expenses, and those that may be incurred to protect and maintain the Property or the lien of this Deed of Trust, shall be payable upon demand.

26. **MERS.** Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Deed of Trust, but, if necessary to comply with local law or custom MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of these interests, including, but not limited to, the right to foreclose and sell the property; and to take any action required of Lender including but not limited to, releasing and canceling this Deed of Trust.

(THIS SPACE INTENTIONALLY LEFT BLANK)

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By signing this Deed of Trust, we agree to all of the above.

BK 1930 PG 0594

Johnny E. Smith

Cynthia S. Smith

STATE OF MISSISSIPPI
COUNTY OF DeSoto SS:

Personally appeared before me, the undersigned authority in and for said county and state, on 24th day of January, 2004 within my jurisdiction, the within named

who acknowledged that (he)(she)(they) executed the above and foregoing instrument

My commission expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 10, 2004
BONDED THRU STEGALL NOTARY SERVICE

(Affix Seal)

Deborah L. Pegram
Notary Public

DEBORAH L. PEGRAM DESOTO CO. MS NOTARY PUBLIC

DEED OF TRUST

Title No.

_____

_____

THIS INSTRUMENT PREPARED BY:
Gaylene Jones
3200 Park Center Dr
Suite 150
Costa Mesa, CA 92626
877-450-8808
RECORDING REQUESTED BY:
GMAC Mortgage Corporation DBA ditech.com

TO

WHEN RECORDED MAIL TO:
GMAC Mortgage Corporation DBA ditech.com
3200 Park Center Dr. Suite 150, Costa Mesa, CA 92626

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

Schedule A

All that certain real property situated in the County of... De Soto

Known as: **4330 Dean Rd, Nesbit, MS 38651**

ORDER #: 3905097

EXHIBIT A

ALL THAT PARCEL OF LAND IN DE SOTO COUNTY, STATE OF MISSISSIPPI, AS MORE FULLY DESCRIBED IN DEED BOOK 181, PAGE 620, ID# 2089-2900.0-0018.02, BEING KNOWN AND DESIGNATED AS:

A 10.04 ACRE LOT AS PART OF THE GARTRELL TRACT IN PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI, BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 8 WEST, SAID POINT BEGING A POINT ON THE NORTH LINE OF THE GARTRELL TRACT; THENCE SOUTH 1323.96 FEET ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER TO THE POINT OF BEGINNNG OF THE FOLLOWING LOT; THENCE SOUTH 87 DEG. 14 MIN. WEST 330.0 FEET TO THE NORTHEAST CORNER OF A 10.05 ACRE LOT; THENCE SOUTH 2 DEG. 38 MIN. EAST 1326.51 FEET TO THE SOUTHEAST CORNER OF SAID 10.05 ACRE LOT AND A POINT IN DEAN ROAD; THENCE NORTH 2 DEG. 37 MIN. WEST 1323.44 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.04 ACRES MORE OR LESS. ALL BEARINGS ARE MAGNETIC. AS PER SURVEY OF J.F. LAUDERDALE, L.S., DATED APRIL 10, 1985, A COPY THEREOF ATTACHED HERETO.

BY FEE SIMPLE DEED FROM WILLIAM ALBERT GARTRELL AS SET FORTH IN DEED BOOK 181, PAGE 620 DATED 09/20/1985 AND RECORDED 09/20/1985, DE SOTO COUNTY RECORDS, STATE OF MISSISSIPPI.