

Document Prepared By:
Synthia Lewis, Regions Bank, P.O. Box 4897, Montgomery, AL 36103
Phone: 1-800-734-4667
Recording requested by Regions Bank
When recorded return to /Regions Bank/P O Box 4897/ Montgomery, AL 36103

DEED OF RELEASE

**STATE OF MISSISSIPPI
COUNTY OF DE SOTO**

KNOWN ALL MEN BY THESE PRESENTS, that Regions Bank, hereinafter referred to as the Beneficiary/Mortgagee, HAS CERTIFIED, that a certain Deed of Trust/Mortgage, whose parties dates and recording information are below, is PAID AND SATISFIED.

Loan # 002004913279136D3000 Date Paid: 05/31/2005
Mortgage Date: 05/18/2001
Original Borrower: MARK BERRY, HUSBAND & DONNA BERRY, WIFE
Original Principal Amount: \$20000.00
Original Beneficiary: REGIONS BANK, SUCCESSOR IN INTEREST TO UNION PLANTERS BANK, N.A
Date Recorded: 06/11/2001
Book: 1339 Page: 0607 INSTRUMENT NO.

LEGAL: SEE LEGAL DESCRIPTION NEXT PAGE

In all references in this instrument to any party, the use of a particular gender or number is intended to include the appropriate gender or number as the case may be.

In Witness Whereof, Regions Bank, in accordance with provisions of said Deed of Trust/Mortgage, the note having been fully satisfied, does hereby reconvey, without warranty, to the person or persons legally entitled thereto, the estate now held by it thereunder. Signed, Sealed and Delivered, on July 7, 2005.

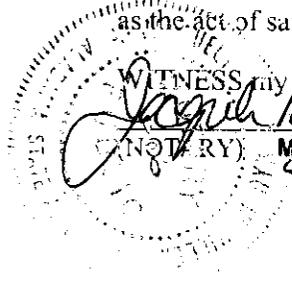
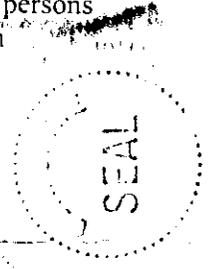
By: *Bo Johns*
Bo Johns, Manager, Regions Bank

**STATE OF ALABAMA
COUNTY OF MONTGOMERY**

I, *Jacqueline Ray Maynor Miller*, a Notary Public, in and for said County and State, do hereby certify that Bo Johns, Manager Regions Bank, who is signed to the foregoing document and who is known to me, sworn to (or affirmed) and subscribed before me on this day, that being informed of the contents of said instrument, she as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

WITNESS my hand and official seal on July 7, 2005,
Jacqueline Ray Maynor Miller
(NOTARY) MY COMMISSION EXPIRES MARCH 18, 2007

(SEAL)



RECORDATION REQUESTED BY:
Union Planters Bank, National Association
Southaven Goodman Road Branch
769 Goodman Road East
Highway 302 East
Southaven, MS 38671

STATE MS. - DESOTO CO.
FILED

JUN 11 3 58 PM '01

01-484

Prepared By:
BRIDGFORTH & BUNTIN
P.O. Box 241
Southaven, MS 38671
393-4450

WHEN RECORDED MAIL TO:
UNION PLANTERS BANK, NA
LOAN CONTROL-A2E
7130 GOODLETT FARMS PARKWAY
CORDOVA, TN 38018

BK. 1339 PG. 607
W.F. PLK.

SEND TAX NOTICES TO:
MARK BERRY
DONNA BERRY
1104 PARKVIEW CR N
SOUTHAVEN, MS 38671

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

This Deed of Trust prepared by:

BONNIE JOYNER, LOAN PROCESSOR
UNION PLANTERS BANK, N.A.
7130 GOODLETT FARMS PKWY
CORDOVA, TN 38018
(901) 580-8000

NOTE TO CHANCERY CLERK: LT 9, SEC A, PARCEL 5, CENTRAL PARK NEIGHBORHOOD PUD, SEC 29, T1S, R7W, DESOTO COUNTY, MISSISSIPPI.

DEED OF TRUST

THIS DEED OF TRUST is dated May 18, 2001, among MARK BERRY and DONNA BERRY, whose address is 1104 PARKVIEW CR N, SOUTHAVEN, MS 38671; Husband and Wife ("Grantor"); Union Planters Bank, National Association, whose address is Southaven Goodman Road Branch, 969 Goodman Road East, Highway 302 East, Southaven, MS 38671 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Bill R. McLaughlin, whose address is P. O. Box 131, Memphis, TN 38101 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in DESOTO County, State of Mississippi:

LOT 9, SECTION A, PARCEL 5, CENTRAL PARK NEIGHBORHOOD PUD, SITUATED IN SECTION 29, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 69, PAGE 24, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

The Real Property or its address is commonly known as 1104 PARKVIEW CR N, SOUTHAVEN, MS 38671.

REVOLVING LINE OF CREDIT. Specifically, in addition to the amounts specified in the indebtedness definition, and without limitation, this Deed of Trust secures a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Deed of Trust secures the balance outstanding under the Credit Agreement from time to time up to the Credit Limit as provided in this Deed of Trust and any intermediate balance.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Credit Agreement, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and