

DEED OF TRUST

Indexing Instructions:

Loan No. 004088

LENDER: GULFCO OF MISSISSIPPI, INC

d/b/a TOWER LOAN OF OLIVE BRANCH

Lender's Address: 8850 COLLEGE ST

OLIVE BRANCH, MS 38654

BORROWER and Address: LEWIS PHILLIPS, single

7295 PAYNE LANE, OLIVE BRANCH, MS 38654

TRUSTEE: John E. Tucker, Post Office Box 320001, Flowood, MS 39232-0001

(a) "Borrower" means all persons signing below, whether one or more.

(b) "Promissory Note" means that certain promissory note and security agreement signed by Borrower to lender dated NOVEMBER 23, 2005, with a Total of Payments of \$ 18000.00, due in 60 consecutive equal monthly installments of \$ 300.00, the first of which is due on 01-07-06

(c) "Indebtedness" means (i) the unpaid balance of the Total of Payments on the Promissory Note; (ii) any other or future debt from any Borrower to Lender; and (iii) any voluntary payments made by Lender under this Deed of Trust.

For good consideration, Borrower conveys and warrants to Trustee the following real property (the "Property") situated in DESOTO County, Mississippi more particularly described as:

Lot 3 of Beatrice Dodson Subdivision situated in Section 28, Township 1, Range 5 South, Desoto County, Mississippi, as more particularly described in that certain plat recorded in Plat Book 24, Page 39, in the Office of the Chancery Clerk of Desoto County, Mississippi.

This conveyance is subject to the following terms:

- 1. This conveyance is in trust to secure the prompt payment of the Indebtedness. If all Indebtedness shall be promptly paid as and when due, then this conveyance shall be null and void; otherwise, it shall remain in full force and effect.
2. Borrower shall pay all taxes and other charges levied against the Property and shall keep the improvements insured by a company authorized to do business in Mississippi, against loss or damage by fire, storm or other hazards in an amount at least equal to the Indebtedness due the Lender with a standard mortgagee clause in favor of Lender. Borrower shall furnish Lender with a copy of all insurance policies on the Property.
3. Borrower will not abandon Property or commit waste or allow waste to be committed. Borrower shall make all needed repairs to keep the Property in a condition equal to its condition on the date hereof. Lender, and anyone authorized by Lender, may enter and inspect or appraise the Property, at Lender's option, during reasonable hours.
4. Upon Borrower's failure to pay any other lien or deed of trust, taxes, insurance premium, or cost of repairs, the Lender may pay (but is not required to pay) the same or make such repairs; and the amount thereof will become a part of the Indebtedness with interest at 10% per annum. Borrower shall immediately repay all such amounts upon Lender's demand.
5. Borrower shall be in default upon the happening of any of the following events: (a) Failure to pay as and when due the indebtedness evidenced by the Promissory Note; (b) Default of any obligation secured hereby or in the performance of any covenant contained herein or in the Promissory Note; (c) If this deed of trust is subordinate to any other deed of trust or lien of any kind, default in the payment of such prior deed of trust or lien; (d) Sale or transfer of the property by Borrower (excluding (i) a transfer by devise, descent or operation of law upon the death of Borrower, or (ii) the grant of a leasehold interest of one year or less not containing an option to purchase); or (e) Upon Lender reasonably deeming itself to be insecure.
6. If, upon default Lender employs an attorney to collect this indebtedness or enforce this deed of trust, Borrower agrees to pay all costs including a reasonable attorney's fee.
7. Upon default, Lender may declare the entire unpaid balance secured hereby with interest and other proper charges, immediately due and payable, without notice to Borrower. At the request of Lender, Trustee shall sell the property and land according to Mississippi Code of 1972, Section 89-1-55. Lender may purchase at such sale. From the foreclosure sale proceeds, Trustee shall pay in this order: all costs of the sale, including reasonable compensation to the Trustee; the Indebtedness; any subordinate lien holder; and any balance remaining to the Borrower.
8. Lender may appoint another person to act as Trustee herein, and such Substituted Trustee shall have all authority and powers invested in the original Trustee. The Trustee or Substituted Trustee herein may appoint an agent, either verbally or in writing, to conduct a Trustee's sale hereunder. Such appointment of agent need not be recorded.
9. Any waiver by Lender of any default shall not operate as a waiver of any other default or the same default on a future occasion.
10. The term "Borrower" shall mean all persons signing below, each of whom shall be jointly and severally liable hereunder.

WITNESS our signatures this the 23rd day of NOVEMBER 2005

Witness signature line

Borrower signature line

BORROWER

STATE OF MISSISSIPPI
COUNTY OF DESOTO

BORROWER

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_ day of \_\_\_, 20\_\_\_, within my jurisdiction, the within named \_\_\_ who acknowledged that \_\_\_ executed the above and foregoing instrument.
Witness my hand and seal of office this \_\_\_ day of \_\_\_

My Commission Expires: \_\_\_

NOTARY PUBLIC

Tower Loan P.O. Box 1099 O.B.

SUBSCRIBING WITNESS ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 25th day of November, 2005, within my jurisdiction,

(Subscribing Witness), one of the subscribing witnesses to the above foregoing instrument, who, being first duly sworn, states that he saw the within named Lewis Phillips (Borrower(s)), whose name(s) is/are subscribed thereto, sign and deliver the same to Tower Loan Olive Branch (Lender) and that the affiant subscribed his name as witness thereto in the presence of Lewis Phillips (Borrower(s))

Nicholas Pung  
SUBSCRIBING WITNESS'S SIGNATURE

Sworn to and subscribed before me this 25th day of November, 2005

[Signature]  
NOTARY PUBLIC

My Commission Expires:  
07/28/2007

