3/04/08 11:03:19
BK 2,864 PG 520
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

When Recorded Mail to:

BRYANT, GORDON S

Record and Return To:
Fiserv Lending Solutions
P.O. BOX 2590
Chicago, IL 60690

Space Above This Line For Recorder's Use

This Instrument was prepared by:
Elaine Pettyjohn
(Name)
Citibank, P.O. Box 790017, MS 221, St. Louis, MO 63179
(Address)
1800-456-4510
Loan No.: 108010412805000

DEED OF TRUST

MIN: **100011511197839021**

THIS Deed of Trust is made this **02/13/2008** between **GORDON S. BRYANT WHO TOOK TITLE AS G. STANTON BRYANT AND WIFE, JUDITH T. BRYANT** (herein "Trustor"), whose address is **4038 MISTY OAKS LANE, NESBIT, MS 38651**, and First American Title Company ("Trustee"), for the benefit of Citibank, N.A., a national banking association, whose home address is 3900 Paradise Road, Suite 127, Las Vegas, Nevada 89109 (herein "Lender"), and Mortgage Electronic Registration Systems, Inc., a corporation organized under the laws of Delaware, whose address and telephone number is P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS (herein "Beneficiary"). Mortgage Electronic Registration Systems, Inc. is Beneficiary of this Deed of Trust solely as nominee for Lender and Lender's successors and assigns and the successors and assigns of Mortgage Electronic Registration Systems, Inc. The "Borrower" means the individual(s) who has(ve) signed the Fixed Rate Home Equity Loan Note (the "Note") of even date herewith and in connection with this Deed of Trust.

Trustor, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, **WITH POWER OF SALE**, the following described property located in the County of **DESOTO**, State of Mississippi:

LOT 43, PHASE 2, MISTY OAKS SUBDIVISION, LOCATED IN SECTIONS 8 AND 17, TOWNSHIPS 2 SOUTH, RANGE 8 WEST, IN PLAT BOOK 80, PAGES 17-19, DESOTO COUNTY, MISSISSIPPI

which has the address of **4038 MISTY OAKS LANE, NESBIT, MS 38651** (herein, "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property." Trustor understands and agrees that Beneficiary holds only legal title to the interests granted by Trustor in this Deed of Trust, but, if necessary to comply with law or custom, Beneficiary (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those 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.

8

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. **$30,000.00**, which indebtedness is evidenced by Borrower's note dated **02/13/2008** and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on **02/19/2038**;

To secure to Lender the repayment of the indebtedness evidenced by the Note and the payment of all other sums, with interest thereon, advanced in accordance herewith to protect that security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained:

Trustor covenants that Trustor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year, easements of record or in existence, and recorded declarations, restrictions, reservations, encumbrances and covenants if any, as of this date and except **N/A**. Trustor covenants that Trustor warrants and will defend generally the title to the Property against all claims and demands, subject to the foregoing matters.

UNIFORM COVENANTS. Trustor and Lender covenant and agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender shall be applied by Lender in any order it chooses.

3. PRIOR MORTGAGES AND DEEDS OF TRUST: CHARGES; LIENS. Trustor shall perform all of Trustor's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Trustor's covenants to make payments when due. Trustor shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

4. HAZARD INSURANCE. Trustor shall keep the improvement now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazard as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Trustor subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of loss, Trustor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Trustor.

If Property is abandoned by Trustor, or if Trustor fails to respond to Lender within 30 days from the date notice is mailed by Lender to Trustor that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

5. PRESERVATION AND MAINTENANCE OF PROPERTY: LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Trustor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Trustor shall perform all of Trustor's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

6. PROTECTION OF LENDER'S SECURITY. If Trustor fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Trustor, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Trustor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Trustor's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, at the Note rate, shall become additional indebtedness of Trustor secured by this Deed of Trust. Unless Trustor and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Trustor requesting payment thereof. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

7. INSPECTION. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Trustor notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

8. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

9. TRUSTOR NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Trustor shall not operate to release, in any manner, the liability of the original Trustor and Trustor's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Trustor and Trustor's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

10. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Trustor, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Trustor shall be joint and several. Any Trustor who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Trustor's interest in the Property to Lender under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Trustor hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note without that Trustor's consent and without releasing that Trustor or modifying this Deed of Trust as to that Trustor's interest in the Property.

11. NOTICE. Except for any notice required under applicable law to be given in another manner, (a) any notice to Trustor provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by first-class postage paid, addressed to Trustor at the Property Address or at such other address as Trustor may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Trustor as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Trustor or Lender when given in the manner designated herein.

12. GOVERNING LAW; SEVERABILITY. The Deed of Trust will be governed by United States federal law and, to the extent the United States federal law is inapplicable, then by the laws of the State of Nevada; except that, with regard to the perfection and enforcement of Citibank's security interest in the Property, the Deed of Trust will be governed by the law of the state where the Property is located.

13. TRUSTOR'S COPY. Trustor shall be furnished **with** a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

14. REHABILITATION LOAN AGREEMENT. Trustor shall fulfill all of Trustor's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Trustor enters into with Lender. Lender, at Lender's option, may require Trustor to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Trustor may have against parties who supply labor, materials or services in connection with improvements made to the Property.

15. DUE ON TRANSFER PROVISION - TRANSFER OF THE PROPERTY. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Trustor is sold or transferred and Trustor is not a natural person) without Lender's prior written consent, Lender may, at Lender's option, require immediate payment in full of all sums secured by this Deed of Trust. However, Lender shall not exercise this option if the exercise is prohibited by applicable law as of the date of this Deed of Trust. If Lender exercises this option, Lender shall give Trustor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Trustor must pay all sums secured by this Deed of Trust. If these sums are not paid prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Trustor.

NON-UNIFORM COVENANTS. Trustor and Lender further covenant and agree as follows:

16. ACCELERATION: REMEDIES. EXCEPT AS PROVIDED IN PARAGRAPH 15 HEREOF, UPON TRUSTOR'S BREACH OF ANY COVENANT OR AGREEMENT OF TRUSTOR IN THIS DEED OF TRUST, INCLUDING THE COVENANTS TO PAY WHEN DUE ANY SUMS SECURED BY THIS DEED OF TRUST, LENDER PRIOR TO ACCELERATION SHALL GIVE NOTICE TO TRUSTOR AS PROVIDED IN PARAGRAPH 11 HEREOF SPECIFYING: (1) THE BREACH; (2) THE ACTION REQUIRED TO CURE SUCH BREACH; (3) A DATE, NOT LESS THAN 10 DAYS FROM THE DATE THE NOTICE IS MAILED TO TRUSTOR, BY WHICH SUCH BREACH MUST BE CURED; AND (4) THAT FAILURE TO CURE SUCH BREACH ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE MAY RESULT IN ACCELERATION OF THE SUMS SECURED BY THIS DEED OF TRUST AND SALE OF THE PROPERTY. THE NOTICE SHALL FURTHER INFORM TRUSTOR OF THE RIGHT TO REINSTATE AFTER ACCELERATION AND THE RIGHT TO BRING A COURT ACTION TO ASSERT THE NONEXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE OF TRUSTOR TO ACCELERATION. IF THE BREACH IS NOT CURED ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE, LENDER, AT LENDER'S OPTION, MAY DECLARE ALL OF THE SUMS SECURED BY THIS DEED OF TRUST TO BE IMMEDIATELY DUE AND PAYABLE WITHOUT FURTHER DEMAND AND MAY INVOKE THE POWER OF SALE AND ANY OTHER REMEDIES PERMITTED BY APPLICABLE LAW. LENDER SHALL BE ENTITLED TO COLLECT ALL REASONABLE COSTS AND EXPENSES INCURRED IN PURSUING THE REMEDIES PROVIDED IN THIS PARAGRAPH 16, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES. THE POWER OF SALE CONFERRED BY THIS DEED OF TRUST AND BY APPLICABLE LAW IS NOT AN EXCLUSIVE REMEDY AND TRUSTOR MAY CAUSE THIS DEED OF TRUST TO BE FORECLOSED AS A MORTGAGE.

If Lender invokes the power of sale, 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 and shall cause such

notice to be recorded in each county in which the Property or some part thereof is located. Trustee shall advertise the time and place of sale of the Property, before date of sale in a newspaper in each county in which the Property is situated and shall mail copies of such notice to Trustor and other persons as, and in the manner and at the times prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner and at the times prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Trustor, shall 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 sale. Lender or Lender's designee may purchase the property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed 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 in the following order: (a) to all reasonable costs and expenses of the sale, including but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

17. TRUSTOR'S RIGHT TO REINSTATE. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Trustor's breach, Trustor shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to five days before sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Trustor pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Trustor cures all breaches of any other covenants or agreements of Trustor contained in this Deed of Trust; (c) Trustor pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Trustor contained in this Deed of Trust, and in enforcing Lender's remedies as provided in paragraph 16 hereof, including, but not limited to, reasonable attorneys' fee; and (d) Trustor takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Trustor's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Trustor, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration occurred.

18. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER. As additional security hereunder, Trustor hereby assigns to Lender the rents of the Property, provided that Trustor shall, prior to acceleration under paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 16 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. The receiver shall be liable to account only for those rents actually received.

19. RECONVEYANCE. Upon payment of all sums secured by this Deed of Trust and any applicable Early Closure Release Fee or other fees due Lender, Lender shall cause Trustee to release this Deed of Trust. Trustee shall reconvey the Property without warranty to the person or persons legally entitled thereto. Trustee may collect a reconveyance fee for reconveying the Property. Such person or persons shall pay the statutory Trustee's fees and all costs or recordation, if any.

20. WAIVER OF HOMESTEAD. Trustor hereby waives all right of Homestead exemption in the property.

21. SUBSTITUTE TRUSTEE. Lender, at Lender's option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county where the Property is located. The instrument shall contain the name of the original Lender, Trustee and Trustor, the book and page where this instrument is recorded and the name and address of the successor trustee. The successor trustee shall, without conveyance of the Property, succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

22. REQUEST FOR NOTICES. Trustor requests that copies of the notice of default and notice of sale be sent to Trustor's address which is the Property Address. Lender requests that copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust be sent to Lender's address, as set forth on page one of this Deed of Trust.

23. STATEMENT OF OBLIGATION. Lender may collect a fee not to exceed the maximum amount permitted by law for furnishing the statement of obligation.

24. ONE TRUSTOR. If there is only one person executing this Deed of Trust, such person represents that he or she is [] single or [] married. [Check one as applicable].

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Deed of Trust, continued

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REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Trustor and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust.

Gordon S. Bryant 02/13/2008
Trustor: **GORDON S. BRYANT WHO TOOK TITLE AS G. STANTON BRYANT**
[X] **Married** [ ] **Unmarried**

Judith T. Bryant 02/13/2008
Trustor: **JUDITH T. BRYANT**
[X] **Married** [ ] **Unmarried**

Trustor:
[ ] **Married** [ ] **Unmarried**

Trustor:
[ ] **Married** [ ] **Unmarried**

[ ] **Married** [ ] **Unmarried**

[ ] **Married** [ ] **Unmarried**

State of Mississippi, County of DeSoto, ss.:

Personally appeared before me, the undersigned authority in and for said County and State on this **02/13/2008**, within my jurisdiction, the within named **GORDON S. BRYANT WHO TOOK TITLE AS G. STANTON BRYANT and JUDITH T. BRYANT**, who acknowledged that (he)(she)(they) executed the above and foregoing instrument.

Brandi H Rochelle
Notary Public Signature

My Commission expires:
Affix Official Seal, if applicable

BRANDI H. ROCHELLE, DESOTO COUNTY, MS NOTARY PUBLIC My Commission Expires September 12, 2010

(Space Below This Line Reserved For Lender and Recorder)

FileNo : I004FSDN

Schedule A

THE FOLLOWING REAL PROPERTY SITUATE IN COUNTY OF DESOTO AND STATE OF MISSISSIPPI, DESCRIBED AS FOLLOWS:

LOT 43, PHASE 2, MISTY OAKS SUBDIVISION, LOCATED IN SECTIONS 8 AND 17, TOWNSHIPS 2 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI, AS RECORDED IN PLAT BOOK 80, PAGES 17-19 IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

KNOWN: 4038 MISTY OAKS LANE

INDEXING INSTRUCTIONS: LOT 43, PHASE 2, MISTY OAKS SUBDIVISION, LOCATED IN SECTIONS 8 AND 17, TOWNSHIPS 2 SOUTH, RANGE 8 WEST, IN PLAT BOOK 80, PAGES 17-19, DESOTO COUNTY, MISSISSIPPI