5/19/09 4:24:18
DK T BK 3,032 PG 408
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

5/26/09 2:37:37
DK T BK 3,035 PG 438
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

After Recording Return To:

DELTA TRUST MORTGAGE CORPORATION ATTN: POST CLOSING
65 GERMANTOWN COURT, SUITE 400
CORDOVA, TENNESSEE 38018
Loan Number: 4044491

After recording, return to:
Select Title & Escrow, LLC
7145 Swinnea Road, Suite 1
Southaven, MS 38671
(662) 349-3930
File # 09-1095

This Deed of Trust is being re-recorded to add PUD name to Rider.

[Space Above This Line For Recording Data]

DEED OF TRUST

FHA CASE NO.
281-3584943

MIN: 100534600000043141

THIS DEED OF TRUST ("Security Instrument") is made on MAY 11, 2009.
The grantor is WILLIAM A . JEROME, A MARRIED MAN, PATRICIA JEROME, A MARRIED WOMAN JOINT TENANTS ("Borrower").
The trustee is WILLIAMS, MCDANIEL & WOLFE, A TENNESSEE CORPORATION 5521 MURRAY ROAD, MEMPHIS, TENNESSEE 38119 ("Trustee").
The beneficiary is Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
DELTA TRUST MORTGAGE CORPORATION, A TENNESSEE CORPORATION ("Lender") is organized and existing under the laws of TENNESSEE, and has an address of 65 GERMANTOWN COURT, SUITE 400, CORDOVA, TENNESSEE 38018.
Borrower owes Lender the principal sum of TWO HUNDRED THIRTY-SEVEN THOUSAND EIGHT HUNDRED NINETY-ONE AND 00/100 Dollars (U.S. $ 237,891.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JUNE 1, 2039.
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in DESOTO County, Mississippi:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

which has the address of 5600 Plum Tree Drive

[Street]

Southaven , Mississippi 38671 ("Property Address"):

[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS (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 or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance, and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. §2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

FIRST, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;
SECOND, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;
THIRD, to interest due under the Note;
FOURTH, to amortization of the principal of the Note; and
FIFTH, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 DAYS from the date hereof, Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 DAYS from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde,

and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lenders shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give Borrower, in the manner provided in paragraph 13, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DESOTO **County as Trustee designates in the notice of sale in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.**

Trustee shall deliver to the purchaser Trustee's deed conveying the Property 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 expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. If Trustee is requested to cancel this Security Instrument, all notes evidencing debt secured by this Security Instrument shall be surrendered to Trustee. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

20. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)].

- ☐ Condominium Rider
- ☒ Planned Unit Development Rider
- ☐ Non-Owner Occupancy Rider
- ☐ Graduated Payment Rider
- ☐ Adjustable Rate Rider
- ☐ Other [Specify]
- ☐ Growing Equity Rider
- ☐ Rehabilitation Loan Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 8 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

William A. Jerome (Seal) -Borrower

Patricia Jerome (Seal) -Borrower
PATRICIA JEROME

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

Witness:

Witness:

[Space Below This Line For Acknowledgment]

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11TH day of MAY 2009, within my jurisdiction, the within named ~~William A. Jerome~~ PATRICIA JEROME

who acknowledged that he/she/they executed the above and foregoing instrument.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 3077 SHERRI T. DAVIS (Seal) Commission Expires March 20, 2012 DESOTO COUNTY

NOTARY PUBLIC

My commission expires:

This instrument prepared by:
JARRED WENZLER, VICE PRESIDENT

To the Chancery Clerk of the _____ Judicial District of DESOTO

County, Mississippi: _____

The real property described herein is situated in the _____ Quarter

of the Quarter of Section _____, Township _____,

Range _____ of the _____ Judicial District of

DESOTO County, Mississippi.

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, within the jurisdiction, the within named **Patricia H. Jerome**, who acknowledged to me that she is Attorney in Fact of **William A. Jerome**, and that for an on behalf of said **William A. Jerome** and as his act and deed, she subscribed the name of **William A. Jerome** to the foregoing instrument of writing as principal and her own name as attorney in fact, and signed and delivered the same on the day and year and in the capacity therein mentioned, after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this 11th day of May, 2009.

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 3077
SHERRI T. DAVIS
Commission Expires
March 20, 2012
DESOTO COUNTY

Notary Public

(S E A L)

My Commission Expires

FHA Case No.: 281-3584943
Loan Number: 4044491

FHA PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 11th day of MAY, 2009, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to DELTA TRUST MORTGAGE CORPORATION, A TENNESSEE CORPORATION ("Lender") of the same date and covering the Property described in the Security Instrument and located at:

5600 Plum Tree Drive, Southaven, Mississippi 38671

[Property Address]

The Property is part of a planned unit development ("PUD") known as:

PLUM POINT VILLAGES

[Name of Planned Unit Development]

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of the Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners' Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.

B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.

DKT BK 3032 PG 418
DKT BK 3035 PG 448

C. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

William A Jerome (Seal) -Borrower

Patricia Jerome (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

Exhibit A

Lot 27, Section B, PLUM POINT VILLAGES, in Section 6, Township 2 South, Range 7 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 25, Pages 12-14, as revised in Plat Book 44, Page 48, in the office of the Chancery Clerk of DeSoto County, Mississippi

Parcel # **2073-0602.0-00027.00**

Property Address: **5600 Plum Tree Drive, Southaven, MS 38671**

SIGNED FOR IDENTIFICATION PURPOSES ONLY

William A. Jerome by Patricia Jerome AIF

William A. Jerome

Patricia Jerome

Date: May 11, 2009

File # 09-1095

EXHIBIT "B"

AFFIDAVIT THAT POWER OF ATTORNEY IS IN FULL FORCE AND EFFECT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

I, Patricia H. Jerome, being duly sworn, depose and say:

THAT William A. Jerome, having an address of 5600 Plum Tree Drive, Southaven, MS 38671, as principal, did, in a writing dated January 8, 2008, 2009, appoint me his true and lawful attorney, and that attached hereto is a true copy of said power of attorney along with the principal's active duty orders and statement from the principal's commanding officer that the principal is currently on active duty.

THAT I have no actual knowledge or actual notice of the revocation or termination of the aforesaid power of attorney by death or otherwise, or knowledge of any facts indicating the same. I further represent, to the best of my knowledge after diligent search and inquiry, that: said principal is now alive; has not, at any time, revoked, terminated, suspended or repudiated the power of attorney; and the power of attorney still is in full force and effect.

THAT I make this affidavit for the purpose of inducing Delta Trust Mortgage Corporation, Select Title & Escrow, LLC and Southern Title Insurance Corp. to accept delivery of the instrument to which this affidavit is attached, as executed by me in my capacity of attorney-in-fact of said principal, with full knowledge that this affidavit will be relied upon in accepting the execution and delivery of said instrument and in paying good and valuable consideration therefore.

Dated: May 11, 2009

Patricia H. Jerome

Subscribed and sworn to before me on May 11, 2009.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 3077 SHERRI T. DAVIS Commission Expires March 20, 2012 DESOTO COUNTY

Notary Public

(SEAL)

My commission expires on

DK T BK 3,032 PG 421

DK T BK 3,035 PG 451

DEPARTMENT OF ARMY
30th COMBAT SUSTAINMENT SUPPORT BATTALION
Q-WEST BASE COMPLEX, IRAQ
APO AE 09351

REPLY TO
ATTENTION OF
30CSSB-CDR

11 May 2009

MEMORANDUM FOR Individuals Concerned

SUBJECT: Current Status of Chief Warrant Officer Two William A Jerome

1. This is to certify that CW2 William A Jerome is currently deployed as part of this unit to the Iraqi Theater of Operations. CW2 Jerome has executed a general power of attorney for his wife, Patti Jerome, to complete all business matters on his behalf.

2. Thank you for your cooperation.

TOMMY H. BAKER
LTC, LG
Commanding

DEPARTMENT OF THE ARMY AND THE AIR FORCE
JOINT FORCE HEADQUARTERS, TENNESSEE NATIONAL GUARD
HOUSTON BARRACKS, P.O. BOX 41502
NASHVILLE, TENNESSEE 37204-1502

ORDERS 172-199

20 June 2008

JEROME WILLIAM A 428-37-4056 CW2 30 CS BN HHC CBT SUSTAIN
(X6UAA-930) 15 HADLEY DRIVE HUMBOLDT TN 38343

You are ordered to active duty as a member of your Reserve Component Unit for the period indicated unless sooner released or unless extended. Proceed from your current location in sufficient time to report by the date specified. You enter active duty upon reporting to unit home station.

REPORT TO HOME STATION: 30 July 2008 , HUMBOLDT, TN
REPORT TO MOB STATION: 03 August 2008 , Ft Dix, NJ
Period of active duty: Not to exceed 400 days
Purpose: Support of Contingency OPERATION IRAQI FREEDOM
Mobilization Category Code: G
Additional instructions:

(a) It is the Soldier's responsibility to ensure dependents are issued DD Form 1172, Active Duty dependent ID cards. To locate the nearest ID card facility near your home visit web site www.dmdc.osd/rsl (site locator by state, city, zip code).
(b) Meals and lodging will be provided at no cost to the Soldier. Claims for reimbursement require a statement of non-availability control number.
(c) Excess accompanied baggage is not to exceed 120 pounds. Bring your complete military clothing bag and appropriate personal items. Personnel requiring eye correction will bring two pair eyeglasses and eye inserts for protective mask.
(d) Contact your nearest Installation to receive fund cite for Temp storage of household goods/POV. If your nearest installation doesn't have funds, contact Deployment/TCS Travel for assistance. You must have the phone number for the installation POC you talked to ref. Temp HHG/POV storage.
(e) Security clearance verified by MSG Mike Matthews at (DSN) 683-0884 or (COML) 615-313-0884.
(f) Bring copies of rental or mortgage agreement, marriage certificate, birth certificate, birth certificates of natural children, or documentation of dependency or child support. Bring copies of family care plan, wills, powers of attorney, and any other documentation affecting pay or status.
(g) Gov quarters/dining facilities will be used at the replacement Activity & during deployment. Essential Unit Mess has been declared by ASA for M&RA for the mobilization/demobilization sites not to exceed 10 days. Per diem payable is $3/day for CONUS & $3.50/day OCONUS for this period of duty. TCS Orders are not authorized for TDY, rental vehicle, pay advances, POV travel, official phone calls and any other expenses not outlined.
(h) Dependents of Reserve Component Soldiers ordered to Active Duty for more than 30-days are eligible for the same benefits (e.g. medical care, TRICARE Commissary/Exchange benefits, legal assistance, use of morale, welfare & recreation facilities, etc;) as dependents of regular Army Soldiers (but excluding dental, which requires orders to Active Duty for over 180-days).

ORDERS 172-199 HQ TN NG, OTAG, 20 June 2008

Additional instructions (cont):

(i) Call 1-800-336-4590 (National Committee for Employer Support of the Guard and Reserve) or check on line at www.esgr.org if you have questions regarding your employment/reemployment rights.

(j) POC FOR ALL RETURNED CORRESPONDENCE: Commander, JFHQ-TN-PER-PSB, 3041 Sidco Drive, P.O. Box 41502, Nashville, Tennessee 37204-1502 (email: SIBTN@tn.ngb.army.mil) phone: DSN: 683-0804 or 0841 COMM: 615-313-0840 OR 0841 FAX: 615-313-0773)

(k) Duty is in support of operations as prescribed in Executive Order 13223, September 14, 2001. SM may be extended on active duty at the discretion of the Secretary of Army not to exceed a total of 730 days.

(l) "If upon reporting for duty you fail to meet deployment medical standards based on a temporary profile or temporary medical condition you may be released from active duty and returned to place of residence, subject to a subsequent order to active duty upon resolution of the temporary profile or condition."

(m) Army One Source is available to assist Soldier's and family members to seek solutions in dealing with life's issues and questions during deployments. Contact by phone at (US 1-800-464-8107 or outside the US at 1-484-530-5889)

(n) Travel by commercial transportation authorized or POC at no expense. Commercial airline ticket will be furnished by Carlson Wagonlit Travel.

(o) Subject to availability of FY 09 funding.

(p) ISSUED CONTROL #: 8171-001-JFH-28

(q) Customer ID Code (CIC): 2 8/9 20B1AZUK12161

(r) Meals and lodging will be provided at no cost to the Soldier. Claims for reimbursement require a statement of non-availability control number.

(s) For unresolved pay issues, contact the ARNG Pay Ombudsman at toll-free 1-877-ARNGPAY or by email at ARNG-MILPAY@ARNG-FSC.NGB.ARMY.MIL

FOR ARMY USE
Auth: 10 USC 12302(a), NTE 24 months in mobilized status
Acct clas:
Off pay/alw: 2182010.0000 01-1100 P1X1A00 11**/12** VIRQ F9203 5570 S12120
Off tvl/pd: 2182020.0000 B1B1TC 135197 21T1T2 JER4056TJ8EB19VIRQ F4210 AZUK2E 12161
Off pay/alw: 2192010.0000 01-1100 P1X1A00 11**/12** VIRQ F9203 5570 S12120
Off tvl/pd: 2192020.0000 B1B1TC 135197 21T1T2 JER4056TJ9EB19VIRQ F4210 AZUK2E 12161
Sex: M
MDC: PM
PMOS/AOS/ASI/LIC: 920A, YY , YY
HOR: 5600 PLUM TREE DR , SOUTHAVEN MS38671
DOR: 01-AUG-06
PEBD: 13-OCT-87
Security Clearance: S
Comp: ARNGUS
Format: 165

BY ORDER OF THE GOVERNOR:

\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
\\ HQ, TNARNG //
\\ OFFICIAL //
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
ROBERT E. NELSON
COL, GS, TNARNG
Deputy Chief of Staff, Personnel

DISTRIBUTION:
M-N-S DPA (1)
PFO (1) DPA-SIB (3)
DPOT (3)
230th ASG