MARGINAL NOTATION FORM

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DeSoto County Chancery Clerk's Office
W.E. "Sluggo" Davis, Chancery Clerk

Instrument Type	Book	Page	Lot & SD	Date	Deputy Clerk
rel	4,003	281		06/30/2015	clc

10/22/09 8:15:18
DK T BK 3,093 PG 362
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

CORRECTION OF DEED OF TRUST RECORDED 10/14/09 BK3,090 PG 748-751

DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF Desoto

ACCOUNT # 2276/10090

BRANCH Olive Branch

GRANTOR:
CHARLES C. O'QUIN AND M. CAROLYN O'QUIN
1154 Claiborne Dr
Southaven, MS 38671-

GRANTEE:
Treasurer Loans Of Batesville, Inc.
8825 Goodman Road
Olive Branch, MS 38654
662-893-2929

INDEXING INSTRUCTIONS: Lot 417,Carriage Hills Subd,Desoto Co,23 Section,1S Township,8 W Range

Prepared by:
Treasurer Loans Of Batesville, Inc.
8825 Goodman Road
Olive Branch, MS 38654
662-893-2929

Return to:
Treasurer Loans Of Batesville, Inc.
8825 Goodman Road
Olive Branch, MS 38654
662-893-2929

WHEREAS, CHARLES C. O'QUIN AND M. CAROLYN O'QUIN Grantor(s)

are justly indebted unto Treasurer Loans Of Batesville, Inc. d/b/a Olive Branch Financial, Beneficiary, in the sum of Fifty-Two Thousand Seven Hundred Forty and 00/100 DOLLARS ($ 52,740.00)
(Total Amount of Note/Total of Payments)

as evidenced by a promissory note dated October 09, 2009

with an Amount Financed of ..... $ 34,276.83

Finance Charge (Precomputed Charges) of ..... $ 18,463.17

Annual Percentage Rate ..... 18.46 %

and due and payable in 60 installments of $ 879.00 each beginning 11/09/2009

and like payments on the same day of each successive month thereafter until paid in full, and desirous to secure by this Deed of Trust, the prompt payment of said indebtedness of the respective maturity dates of the installment due together with any extension or renewal thereof with interest thereon, and any other indebtedness now or hereafter becoming due and owing to the beneficiary by the grantor(s) prior to the payment of the indebtedness herein described and secured, or any extension or renewal thereof, or any part thereof.

NOW, THEREFORE WE, hereby sell, convey and warrant unto PARKER STILL, ATTORNEY of BATESVILLE, as Trustee, the following described real property situated in DESOTO County, State of Mississippi, to wit:

See Exhibit A for complete description.

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Name: CHARLES C. O'QUIN AND M. CAROLYN O'QUIN

Address: 1154 Claiborne Dr, Southaven, MS 38671-

Account #: 2276/10090

Being all or a portion of the real estate conveyed to Grantor(s) by_____ ____ by a _____ Deed dated _____, _____, and recorded in the Land Records of the Chancery Clerk's Office of _____ County, Mississippi, in _____

TO HAVE AND TO HOLD the aforedescribed real estate, together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the Beneficiary, its successors and assigns, in fee simple forever, and the Grantor(s) does hereby covenant with the Beneficiary, its successors and assigns, that they are lawfully seized in fee of the aforedescribed real estate; that they have a good right to sell and convey the same, that the same is unencumbered, except:

and that the title and quiet possession thereto they will and their heirs and personal representatives shall warrant and forever defend against the lawful claims of all persons.

IN TRUST, however, that if at any time the indebtedness herein secured, of interest thereon, or any renewals or extensions thereof, or of any part of installment thereof, with interest thereon, or any other indebtedness becoming due and owing by the grantor(s) to the beneficiary prior to the payment of the indebtedness herein secured, should be past due and unpaid, or should the grantors fail to pay any other indebtedness which constitutes a lien upon the aforesaid real estate, the beneficiary herein, their legal representatives, successors (heirs) or assigns, may declare, without notice and demand, all indebtedness owing at the time, less any required refunds, due and payable and the Trustee herein named or any substituted Trustee shall, at the request of the beneficiary herein, their legal representatives, successors (heirs) or assigns, sell the property herein conveyed at public outcry to the highest bidder for cash, within legal hours, in front of the Court House in the county or counties of Mississippi in which the above-described real property is located, on a day to be fixed by such Trustee, after first giving three weeks notice of the time, place and terms of said sale by advertisement in some newspaper published in said county or counties in Mississippi, and having a general circulation therein, and by posting notice thereof at the Court House in said county or counties; and shall, out of the proceeds of said sale pay first, all costs and expenses of making said sale, including a reasonable Trustee's fee therefore; and next, the entire amount of the indebtedness at the time owing to the beneficiary herein by the grantor(s), with interest thereon up to the date of making said sale, the overplus, if any there be, to be paid to the grantor(s), his (their) (its) legal representatives, heirs (successors) or assigns.

The Grantor(s) desires to secure and make certain the payment of said notes, and of any and all renewals and extensions thereof. Now, therefore, the Grantor(s) agrees and binds himself that so long as any part of the indebtedness aforesaid shall remain unpaid, he will pay all taxes and assessments against said property promptly when due, and deposit all tax receipts and the Beneficiary, will insure the buildings on said property for not less than the current fair market value against fire, windstorm and such other casualties as the Beneficiary may require, in some insurance company or companies approved by the Beneficiary, and cause said policies to be made payable to the Beneficiary as his interest may appear, and deposit said policies with the Beneficiary as further security for said debt, no responsibility for the approval or maintenance of insurance being imposed upon the Trustee or Beneficiary; will protect the improvements on said property by proper repairs, and maintain them in good repair and condition; will not do anything or suffer or permit anything to be done whereby the lien of this Deed of Trust might or could be impaired; will pay such expenses and fees as may be necessary in the protection of the property and maintenance and execution of this trust, including but not being limited to expenses incurred by the Trustee or Beneficiary in any legal proceeding to which it is made or become a party. The net proceeds resulting from the taking of all or any part of the property by eminent domain or from any sale in lieu thereof, shall be applied upon the indebtedness in inverse order to its maturity; in the event of the destruction of the improvements by fire or other casualty, the net proceeds of the insurance shall be applied upon the indebtedness secured hereby in inverse order of its maturity; or at the option of the Beneficiary such proceeds may be used to restore the improvements to their former condition. In the event of any casualty loss, Grantor(s) directs any insurer to pay Beneficiary directly and appoints Beneficiary as attorney in fact to endorse any draft to the extent not prohibited by law.

If Grantor(s) fails to provide the insurance and pay all taxes, assessments or other governmental charges as herein provided and maintain repairs and protect and preserve the property; the Beneficiary or any future holder of the indebtedness hereby secured at his option and discretion may secure and pay such insurance, and pay such taxes, assessments, other governmental charges and repairs and all expenditures for such purposes shall become an indebtedness of the Grantor, due upon demand, and the payment of the same shall be secured by this instrument. Any rights provided herein to the Beneficiary accrue to any future holder.

The following are authorized to select and substitute another trustee in the place of the above-named trustee, or any successor, at any time any of them may so desire, namely: (1) the beneficiary herein, (2) if there be more than one beneficiary, then any one of them, or (3) any future holder of the indebtedness secured hereby, or any part hereof. It shall not be necessary to obtain the consent or resignation of the original trustee, or any successor, before appointing another trustee in his place, and any such appointee, who may be an agent, employee, or officer of the beneficiary, shall have full and sole power as trustee herein. Any part of this instrument contrary to applicable law shall not invalidate the other parts of this agreement.

WITNESS Their signature(s), this the 20th day of Oct, 20 09.

Witnesses:

Signature: Charles C. O'Quin

Type Name Here:

Signature: M. Carolyn O'Quin

Type Name Here:

DK T BK 3,093 PG 364

Name: CHARLES C. O'QUIN AND M. CAROLYN O'QUIN

Address: 1154 Claiborne Dr, Southaven, MS 38671-

Account #: 2276/10090

ACKNOWLEDGEMENT

Important
Signature must be the same as the name typed on the face of this instrument and below the signature lines.

STATE OF MISSISSIPPI
COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for the above named county and state, the within named Charles C. & M. Carolyn O'quin, who acknowledged before me that they signed and delivered the above and foregoing instrument of writing on the day and date therein mentioned as their own act and deed.

Given under my hand and official seal, this 20 day of October 2009

My commission expires: 5/12/2013

Notary Public

STATE OF MISSISSIPPI
ROBERT NEWTON NOBLES, JR.
NOTARY PUBLIC
ID# 26158
Commission Expires
May 12, 2013
DESOTO COUNTY

AFFIDAVIT

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the above named county and state, the within named _____, one of the subscribing witnesses to the foregoing Deed of Trust, who being first duly sworn, deposes and says that he saw the within named _____ whose name(s) (is) (are) subscribed thereto, sign seal and deliver the same to the said _____ and that he, this deponent, subscribed his name as a witness thereto in the presence of the said _____ on the day and year herein named.

_____

_____

Sworn to and subscribed before me this the _____ day of _____, 20_____

My commission expires: _____

_____
Notary Public

Name: CHARLES C. O'QUIN AND M. CAROLYN O'QUIN
Address: 1154 Claiborne Dr, Southaven, MS 38671-
Account #: 2276/10090

EXHIBIT A

Lot 417 Section E Carriage Hills Subdivision In Section23 Township 1 South Range 8 West City Of SouthavenDesoto County Mississippi As Shown By Plat ThereofRecorded In Plat Book 4 Pages 17 And 18 In The Office OfThe Chancery Clerk Of Desoto County Mississippi.

Signature: Charles C. O'Quin
Signature: M. Carolyn O'Quin