

12/17/09 9:20:25
BK T BK 3,115 PG 391
DEBOTO COUNTY, MS
W.E. DAVIS, CH. CLERK

DEED OF TRUST

GRANTORS:

JACKIE STEPHEN KLEPZIG and wife,
PAMELA ADAIR KLEPZIG
1322 WINDGATE COVE
HERNANDO, MS 38632
901-870-3474

GRANTEE:

MICHAEL WITT LONG, JR
and BENJAMIN THAD FULGHUM
P O BOX 867
NEW ALBANY, MS 38652
662-534-4774

INDEXING INSTRUCTIONS: LOT 6, FOUNTAIN GATE SUBDIVISION
SEC 91, T3S, R7W, PB 79 PG 33

PREPARED BY & RETURN TO:

MORTGAGE CENTER, LLC
P O BOX 867
NEW ALBANY, MS 38652
662-534-4774

This DEED OF TRUST, this day made by the undersigned, **JACKIE STEPHEN KLEPZIG and wife, PAMELA ADAIR KLEPZIG**, hereinafter referred to as the GRANTORS, and in favor of PATRICIA T. LOVE, as Trustee, hereinafter referred to as the Trustee, for the benefit of MICHAEL WITT LONG, JR and BENJAMIN THAD FULGHUM, of 106 STONE PLACE, RIPLEY, MISSISSIPPI, as the BENEFICIARY, WITNESSETH:

WHEREAS, the Grantors are justly indebted to the Beneficiary in the principal sum of FIFTEEN THOUSAND NINE HUNDRED SEVENTY-FOUR AND 19/100 DOLLARS (\$15,974.19) together with interest thereon from and after November 13, 2009, at the rate of seven (7%) per annum, said principal and interest being due and payable as follows:

Principal and accrued interest due and payable in 12 equal monthly amortized installments of \$185.47 each, commencing on the 1st day of December, 2009 and continuing on the 1st day of each and every

on account of such taxes, assessments and insurance premiums shall be immediately due and payable by the Grantors to the Beneficiary with interest thereon at the rate of 7 per cent per annum from the date of the expenditure by the Beneficiary until the Beneficiary is reimbursed, and the repayment of such amounts with said interest thereon shall be fully secured by this deed of trust.

In the event of default hereunder by the Grantors, or if at any time the Beneficiary shall reasonably deem said property endangered as security for said indebtedness, the Trustee may, at the request of the Beneficiary, take immediate possession of said property and hold the same for the benefit of all parties in interest until such time as said property is sold as hereinafter provided.

Upon default being made in the performance of any of the agreements herein contained, the entire indebtedness shall, at the option of the Beneficiary, become immediately due and payable. If the secured indebtedness is payable in installments, then, upon default being made in payment of any installment of principal or interest at maturity, the entire indebtedness shall, at the option of the Beneficiary, become immediately due and payable.

The Beneficiary is hereby given the right at any time to appoint a Trustee to act in the place of the Trustee herein named or in place of any succeeding Trustee. Any such appointment may be made by means of an instrument of writing signed by the Beneficiary; and the effect of any such appointment shall be to vest immediately in such succeeding trustee all the title, rights and powers herein conferred upon or vested in the trustee herein named.

All the rights herein conferred upon the Beneficiary shall inure to and may be exercised by the holder of said note in the event of a change of ownership of said note by assignment, bequest, inheritance or otherwise. If the Beneficiary, or any subsequent holder, of said note is a corporation, said rights may be exercised by such corporation acting by and through any executive officer or agent thereof.

This conveyance, however, is made in trust, and is subject to the following limitations and conditions, to-wit: If the Grantors shall faithfully and punctually keep and perform all the agreements herein contained, then this conveyance shall be void and of no further force or effect; but, if default shall be made by the Grantors in the observance and performance of any of said agreements, the Trustee shall, at the request of the Beneficiary, sell said property at public auction to the highest bidder for cash at such time and place as he may select, after having given notice of the time, place and terms of sale in the manner and for the time now required by law for the sale of lands under deeds of trust. The Trustee may sell said property either as a whole or in parcels, all statutory provisions in this regard being hereby expressly waived by the Grantors. The proceeds arising from such sale shall be applied by the Trustee as follows: first, to the payment of the cost and expense of such sale, including a reasonable attorney's fee; next, to the payment of the indebtedness then owing to the Beneficiary under the terms of said note and of this deed of trust; and, lastly, the balance, if any, shall be paid to the Grantors or their assigns.

This deed of trust is given and taken in renewal and extension of the following described deed of trust which is recorded in the Book and at the pages of the deeds and records of the county of the state of Mississippi shown below, and is in no way intended to void said deeds of trust or impair the security thereof

Trust Deed Dated August 29, 2005, recorded in Book 2302, Page 572, of DeSoto County, Mississippi, and also Trust Deed Dated June 30, 2008, recorded in Book 2920, Page 764, of DeSoto County, Mississippi.

Witness our hands and seal, this 24 day of November, 2009.

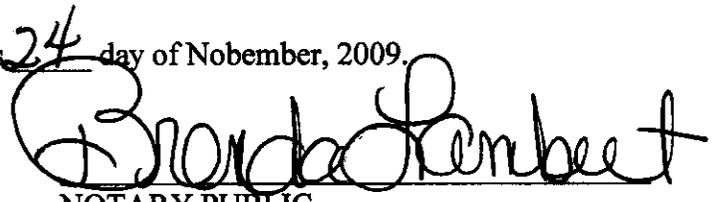
Jackie Stephen Klepzig
JACKIE STEPHEN KLEPZIG

Pamela Adair Klepzig
PAMELA ADAIR KLEPZIG

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the state and county aforesaid, JACKIE STEPHEN KLEPZIG and PAMELA ADAIR KLEPZIG, who acknowledged that they signed and delivered the above and foregoing deed of trust on the date therein mentioned and for the purposes therein set forth, as their own voluntary act and deed.

Witness my hand and official seal, this 24 day of November, 2009.


NOTARY PUBLIC



My commission expires _____