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Prepared by and after recording return to:
The Prudential Insurance Company of America
801 Warrenville Road, Suite 150
Lisle, Illinois 60532
(630) 810-1700

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✕ 5293 Getwell Road
Southaven, MS 38672
662-393-4450

SUBSTITUTION OF COLLATERAL AND SUPPLEMENTAL DEED OF TRUST

Trustor:
Dennis M. McLemore
5660 Goodman Road
Horn Lake MS 38837
Telephone: 901-485-8392
(hereinafter called "Trustor")

Trustee
James B. Rutledge
c/o 5160 Sanderlin, Suite One
Memphis, Tennessee 38117
County of Shelby, State of Tennessee
(901) 766-9041
(hereinafter called "Trustee")

Beneficiary:
The Prudential Insurance Company of America
801 Warrenville Road, Suite 150
Lisle, Illinois
(630) 810-1700
(hereinafter called "Beneficiary")

INDEXING INSTRUCTIONS:
THE NORTH HALF (N1/2) OF THE NORTHEAST QUARTER (NE1/4) AND THE NORTH 825 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER (NE1/4), SECTION 30, TOWNSHIP 2 NORTH, RANGE 9 WEST, DESOTO COUNTY, MISSISSIPPI.

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This Instrument prepared by and
 after recording return to:
 The Prudential Insurance Company of America
 801 Warrenville Road, Suite 150
 Lisle, Illinois 60532

SUBSTITUTION OF REAL ESTATE COLLATERAL AND SUPPLEMENTAL DEED OF TRUST

THIS SUBSTITUTION OF REAL ESTATE COLLATERAL AND SUPPLEMENTAL DEED OF TRUST, also incorporating the following Recitals, is made this 9th day of May, 2011 by and between **DENNIS M. MCLEMORE** (hereinafter referred to as "Mortgagor" or "Trustor") and **THE PRUDENTIAL INSURANCE COMPANY OF AMERICA**, a New Jersey corporation (hereinafter referred to as "Beneficiary") and **JAMES B. RUTLEDGE** (hereinafter referred to as "Trustee"):

WITNESSETH

WHEREAS, Trustor has heretofore mortgaged and encumbered, for the benefit of Beneficiary, certain premises located in DeSoto and Tunica Counties, Mississippi, the terms and conditions of which mortgage encumbrance are forth in a Deed of Trust dated November 14, 2005 and recorded in the Office of the Chancery Clerk of DeSoto County, Mississippi on November 23, 2005 in Book 2358 at Page 358 and assigned to Beneficiary herein by an Assignment recorded in said Clerk's office on December 7, 2005 with a duplicate original of the aforesaid Deed of Trust also being recorded in the Office of the Chancery Clerk for Tunica County, Mississippi on November 22, 2005 in Book 201 at Page 86 and assigned to Beneficiary herein by an Assignment recorded in said Clerk's office on December 29, 2005 in Book 201 at Page 571 (the "Deed of Trust and the duplicate original Deed of Trust, taken together, constitute but one and the same document and are collectively referred to herein, as recorded and assigned in DeSoto and Tunica Counties, Mississippi, as the "Deed of Trust"). The Deed of Trust was given to secure a Note dated November 14, 2005 in the original principal sum of Two Million Five Hundred Fifty Thousand and No/100 (U.S.\$2,550,000.00) Dollars (the "Note"). The Note matures on January 1, 2016; and

WHEREAS, Trustor is desirous of offering to the Beneficiary property not now subject to and encumbered by the Deed of Trust, as additional security for the Note and has requested that Beneficiary accept the offer of such additional security and release from the Deed of Trust certain property located in DeSoto and Tunica Counties, Mississippi; and

WHEREAS, Trustor has represented to Beneficiary that it has title to the real property being offered as additional and substituted security, which property is located in

DeSoto County, Mississippi and is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference and that Trustor has full and lawful authority to mortgage and encumber the same; and

WHEREAS, Trustor has further represented and warranted to the Beneficiary, as an inducement for Beneficiary to enter into this Substitution of Collateral and Supplemental Deed of Trust Agreement and to consent to the partial release of certain real property located in DeSoto and Tunica Counties, Mississippi from the lien of the Deed of Trust referenced above, that the lien to be created in favor of Beneficiary on the premises described on Exhibit "A" shall be a first and best lien against the said property; and

WHEREAS, Beneficiary is willing to consent to the request of Trustor under the terms and provisions set forth herein that Trustor execute and deliver this Substitution of Collateral and Supplemental Deed of Trust and that the lien and conveyance created hereby is insurable as a first and best lien against the property described in Exhibit "A" and further conditioned that the lien created hereby shall not be deemed or construed to in any manner release, limit, or otherwise effect the first lien priority of the Deed of Trust and Trustor's liabilities and obligations under the Deed of Trust and/or the Note secured thereunder,

NOW, THEREFORE, Trustor, to secure the payment of the aforesaid principal sum and the interest thereon according to the provisions of the Note secured by the Deed of Trust and intended to also be secured by this Supplemental Deed of Trust, and the performance of Trustor's covenants and agreements herein contained, and in consideration of One Dollar, in hand paid, receipt whereof is hereby acknowledged, does hereby convey, grant, bargain, transfer, sell, pledge, mortgage, hypothecate and warrant unto the Trustee, as named in the Deed of Trust and in this Substitution of Collateral and Supplemental Deed of Trust, for the benefit of Beneficiary, its successors and assigns forever, the real estate situated in DeSoto County, Mississippi described on Exhibit "A" attached hereto and made a part hereof, which, with the property hereinafter described, is referred to herein as the "Premises",

TOGETHER with all improvements, tenements, hereditaments, gas, oil, minerals, easements, fixtures, and appurtenances thereunto belonging or pertaining; all apparatus, equipment and appliances now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, ventilation and refrigeration (whether single units or centrally controlled); all screens, window shades, storm doors and windows, floor coverings, awnings, stoves, water heaters, washing and drying appliances; also, if the premises are used or usable for agricultural purposes, hay carriers, tracks and ropes, litter carriers and tracks, water pumps, pump jacks and motors and/or engines, water lines, drinking cups, stanchions, water tanks or troughs; all machinery and other equipment of every nature and kind used or useful in connection with the maintenance and operation of the premises and intended for the use of tenants or occupants; (all of the foregoing whether now on the premises or hereafter erected, installed or placed thereon or therein, or whether physically attached thereto or not, are and shall be deemed a part of said real estate as between the parties hereto and all persons claiming by, through or under them, and a portion of the security for said indebtedness; and also all the estate, right, title and interest of the Trustor in and to the premises; and

Further, Trustor does hereby pledge and assign to Beneficiary, named herein, from and after the date hereof, (including any periods of redemption), primarily and on a parity with said real estate and not secondarily, all the rents, issues and profits of the premises and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or for security, under any and all present and future leases of the premises, (and renewals thereof) and does hereby transfer and assign all such leases to Beneficiary and all rents, renewal rents, and all other sums due and to become due thereunder together with the right, but not the obligation, to collect, receive and receipt for all avails thereof, to apply them to said indebtedness and to demand, sue for and recover the same when due or payable. Beneficiary, by acceptance of this Substitution of Collateral and Supplemental Deed of Trust, agrees, as a personal covenant applicable to Trustor only and not as a limitation or condition hereof and not available to any lessee or tenant, that until a default shall be made or an event shall occur, which under the terms hereof shall give to Beneficiary the right to foreclose this Substitution of Collateral and Supplemental Deed of Trust, Trustor may collect, receive and enjoy such rents, issues, profits, revenues, royalties, bonuses, rights, benefits and other sums provided, however, that Beneficiary shall have and hereby expressly reserves the right and privilege (but assumes no obligation) to demand, collect, sue for, receive and receipt for all rents, profits, revenues, royalties, bonuses, rights and benefits under any and all oil, gas or mineral leases of the Premises or any part hereof, now existing or hereafter made, and to apply the same upon the indebtedness hereby secured, either before or after default hereunder.

TO HAVE AND TO HOLD the premises to Trustee for the benefit of Beneficiary, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Mississippi, which said rights and benefits Trustor does hereby expressly release and waive.

All agreements, covenants, terms, conditions and provisions of the Note and Deed of Trust which are described above are hereby ratified, reaffirmed, confirmed and incorporated herein by this reference and shall be deemed to fully apply to the Premises herein conveyed with the same force and effect as if the Premises herein conveyed had been originally set forth in the Deed of Trust, in addition to that property originally conveyed by the Deed of Trust, to secure the Note. Nothing herein contained shall be deemed to release, limit or otherwise affect any liabilities, obligations or interests of the Trustor under the provisions of the Note or Deed of Trust. Any default under the terms, provisions and conditions of the Note and Deed of Trust dated November 14, 2005, as hereinabove referenced, shall also constitute a default under this Substitution of Collateral and Supplemental Deed of Trust and, likewise, any default under the terms of this Substitution of Collateral and Supplemental Deed of Trust shall constitute a default under the Deed of Trust. The terms of this Substitution of Collateral and Supplemental Deed of Trust are hereby joined and fully merged together into and with the terms of the Deed of Trust and, taken together shall constitute one document securing the Note and, in the event of any conflict between the terms of the Deed of Trust and this Substitution of Collateral and Supplemental Deed of Trust, the terms, provisions, conditions, covenants and requirements of the Deed of Trust shall take precedence and be controlling.

Exhibit "A" to Supplemental Deed of Trust
(Property Being Encumbered by the Supplemental Deed of Trust)

Legal Description:

THE NORTH HALF (N1/2) OF THE NORTHEAST QUARTER (NE1/4) AND THE NORTH 825 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER (NE1/4), SECTION 30, TOWNSHIP 2 NORTH, RANGE 9 WEST, DESOTO COUNTY, MISSISSIPPI.