

RODNEY NELSON VIRGA
GRANTOR

TO

ASSUMPTION WARRANTY DEED

FRED SPEARMAN, JR., et. ux.
GRANTEES

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable legal consideration, the receipt and sufficiency of all of which is hereby acknowledged, and for the further consideration of the assumption and agreement by the Grantees herein to perform all the terms and conditions of the obligations set forth in that certain Deed of Trust executed by Rodney Nelson Virga to 1st BancShares Mortgage Group Incorporated, dated October 17, 1989, and recorded in Trust Deed Book 488, at page 340, and assigned to SouthTrust Mortgage Corporation by instrument dated October 19, 1989, and recorded in Book 492, at page 757, in the office of the Chancery Clerk of DeSoto County, Mississippi, including, but not limited to the obligation to pay as and when due the remaining balance of the indebtedness secured thereby, the undersigned Rodney Nelson Virga, Grantor, does hereby sell, convey and warrant unto Fred Spearman, Jr. and wife, Gracie M. Spearman, as tenants by the entirety with full rights of survivorship and not as tenants in common, the following described land and property lying and being situated in DeSoto County, Mississippi, more particularly described as follows, to-wit:

Lot 180, Section A, Lake Forest Subdivision, in Section 36, Township 1 South, Range 9 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 12, pages 1-4, in the Office of the Chancery Clerk of DeSoto County, Mississippi, reference to which plat is hereby made for a more particular description.

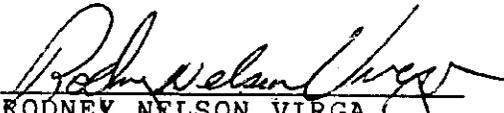
Grantor does hereby assign, transfer, set over and convey unto the Grantees herein all of Grantor's right, title and interest in and to the escrow funds held for the benefit of Grantor herein by SouthTrust Mortgage Corporation in connection with the aforesaid indebtedness. Possession will be given ~~on xxxxxx before March xxx, 1991~~ with delivery of the deed.

There is excepted from the warranty of this conveyance all building restrictions and restrictive covenants, easements, dedications, rights-of-way and mineral reservations of record. Grantor's spouse joins in this conveyance solely to convey her homestead rights in and to said property.

WITNESS THE SIGNATURES of the undersigned, this the 27th day of February, 1991.

GRANTORS:

GRANTEES:



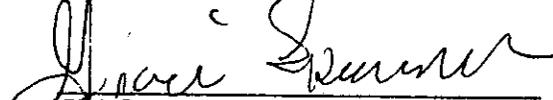
RODNEY NELSON VIRGA



FRED SPEARMAN, JR.



MARILYN J. VIRGA



GRACIE M. SPEARMAN

STATE OF MISSISSIPPI
COUNTY OF DESOTO

THIS DAY PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the County and State aforesaid, within my jurisdiction, the within-named Rodney Nelson Virga and wife, Marilyn J. Virga, who acknowledged that they signed, executed and delivered the above and foregoing Assumption Warranty Deed on the day and year therein mentioned as and for their free and voluntary act and deed and for the purposes therein expressed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL of office, this the 27th day of February, 1991.


NOTARY PUBLIC

My Commission Expires: My Commission Expires November 2, 1993

STATE OF MISSISSIPPI
COUNTY OF DESOTO

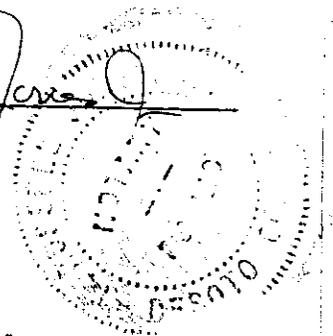
THIS DAY PERSONALLY APPEARED BEFORE ME, the undersigned authority, within and for the State and County aforesaid, the within-named Fred Spearman, Jr. and wife, Gracie M. Spearman, who acknowledged that they signed and delivered the above and foregoing Assumption Warranty Deed on the day and date therein mentioned as and for their free and voluntary act and deed and for the purposes therein expressed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL of office, this the 27th day of February, 1991.


NOTARY PUBLIC

My Commission Expires: My Commission Expires November 2, 1993

Grantors' Address: Roulet Box 39 A, Red Banks, MS 38661
Telephone No: (601) 393-8711
Business No: (601) 393-8711
Grantees' Address: 6815 Hickory Crest Drive, Walls, MS
Telephone No: (601) 781-2257
Business No: (601) 367-9500



STATE MS.-DESOTO CO. 7/12 FILED STATE MS.-DESOTO CO. 10 FILED

APR 3 11 05 AM '91 MAR 6 11 03 AM '91
RECORDED 4-591 RECORDED _____
DEED BOOK 234 DEED BOOK _____
PAGE 137 PAGE _____
W.E. DAVIS CH.CLK. W.E. DAVIS CH.CLK.