

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, on July 10, 2007, Mark Matthews Development, LLC executed a Deed of Trust to Eugene F. Weimer, as Trustee on certain real property situated in DeSoto County, Mississippi to secure a debt in the original principal amount of \$175,840.00 owed to Regions Bank, which Deed of Trust is recorded in Book 2752, Page 643 in the Office of the Chancery Clerk of DeSoto County, Mississippi;

WHEREAS, by that certain Assignment of Note and Deed of Trust (the "Assignment") dated December 19, 2008, Fletcher Shaw became the owner and holder of the Note and debt instruments secured by the aforesaid Deed of Trust, which Assignment is recorded in Book 2,985, Page 788 in the Office of the Chancery Court Clerk of Desoto County, Mississippi;

WHEREAS, Fletcher Shaw is the true and lawful owner and holder of the debts aforesaid which debts are secured by the Deed of Trust and Assignment (the "Debts");

WHEREAS, by Appointment of Substitute Trustee recorded in Book 2,993, Page 97, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, Fletcher Shaw, exercising his authority as such owner and holder, appointed R. Spencer Clift, III, as Substitute Trustee under the Deed of Trust;

WHEREAS, default has been made in the payment of Debt and obligations secured by said Deed of Trust, and Fletcher Shaw, as the owner and holder of the Debt has declared the entire balance due and payable and has instructed the undersigned Trustee to foreclose said Deed of Trust in accordance with its terms and provisions;

WHEREAS, the undersigned Substitute Trustee did, in compliance with the provisions of said Deed of Trust and the laws of the state of Mississippi did advertise said sale of the property in The Desoto Times, a newspaper published in Desoto County, Mississippi, in the issues of February 19, February 26, and March 5, 2009, as more fully shown by the original Proof of Publication, which is attached hereto as Exhibit A and is made a part hereof as if copied in full herein, and by posting a copy of the Notice of Substitute Trustee's Sale at the Desoto County Courthouse in Hernando, Mississippi, on February 19, 2009, said sale having been advertised for Thursday, the 12th day of March, 2009, between the legal hours of 10:00 am and 4:00 pm, at the East entrance of the DeSoto County Courthouse, 2535 Highway 51 South, Hernando, Mississippi;

WHEREAS, between the hours of 11:00 am and 4:00 pm, on Thursday, the 12th day of March, 2009, being the time and at the East entrance of the DeSoto County Courthouse, 2535 Highway 51 South, Hernando, Mississippi, being the place mentioned in said advertisement, the undersigned, as Substitute Trustee, did offer for sale and sold the said property;

WHEREAS, said sale was made subject to prior liens and encumbrances of record, including liens of real estate taxes, any applicable restrictions, building liens, and easements, conditions, covenants, rights-of-way or subdivision plats affecting the property; and any dedication of roads affecting the property and any governmental zoning and subdivision ordinances or regulations in effect; and any prior or superior liens, judgment, deeds of trust or other interests of record; and

WHEREAS, the highest and best bid for said property was then and there made on behalf of Fletcher Shaw, in the amount of One Hundred Seventy Five Thousand Eight Hundred Forty and 00/100 Dollars (\$175,840.00) for said property, which bid was then and there accepted by R. Spencer Clift, III, as Substitute Trustee.

NOW, THEREFORE, for the consideration named, and for and in consideration of the compliance with the terms of said bid, the undersigned, R. Spencer Clift, III as Substitute Trustee, has bargained and sold, and does by these presents, bargain, sell, and convey unto Fletcher Shaw ("Grantee"), the property advertised and sold as hereinabove recited, and more

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particularly described in and situated in the State of Mississippi, Desoto County, and is described as follows:

Lot 122, Section C, Rosebury Subdivision, Section 10, Township 2 South, Range 7 West, Desoto County, Mississippi as shown on plat of record in Plat Book 97, Page 28 in the Chancery Clerk's Office of Desoto County, Mississippi to which plat reference is hereby made for a more particular description of said property.

Being part of the same property conveyed to Mark Matthews Development, LLC, a Tennessee Limited Liability Company by Warranty Deed of record in Book 525, Page 680 in the Chancery Clerk's Office of Desoto County, Mississippi.

TO HAVE AND TO HOLD, unto Grantee, Grantee's successors, heirs, and assigns, the same together with all hereditaments and appurtenances belonging or appertaining thereto and further SUBJECT to the following:

1. Any unpaid taxes against the property; and
2. Any recorded easements, conditions, covenants, rights-of-way or subdivision plats affecting the property; and
3. Any dedication of roads affecting the property and any governmental zoning and subdivision ordinances or regulations in effect; and
4. Any prior or superior liens, judgment, deeds of trust or other interests of record.

The undersigned Grantor as Substitute Trustee believes the title hereby conveyed to be good except for prior liens of record, including without limitation those described hereinabove, and including any prior liens for taxes, and any applicable restrictions, building lines and easements, but warrants same against the lawful claims of all persons claiming by, through and under a conveyance from the undersigned as Substitute Trustee, under the provisions of the above described instruments, AND NO FURTHER OR OTHERWISE.

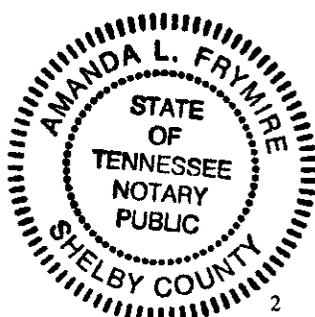
IN WITNESS WHEREOF, the said R. Spencer Clift, III, as Substitute Trustee, has hereunto set his hand as of this 12th day of March, 2009

By: R. Spencer Clift III
R. Spencer Clift, III, Substitute Trustee

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally came and appeared before me, the undersigned Notary Public in and for said State and County duly commissioned and qualified, R. Spencer Clift, III, Substitute Trustee, with whom I am personally acquainted, and who acknowledged to and before me that he executed the foregoing instrument of the day and year therein mentioned and for the purposes therein contained.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE this, the 12th day of March, 2009.



Amanda L. Frymire
Notary Public
My Commission expires: 7-28-2009

PROPERTY OWNER &
MAIL TAX NOTICE TO:
(Grantee) **Fletcher Shaw**
P.O. BOX 1404
Canton, MS 39046 601-506-4361
N/A

SUBSTITUTE TRUSTEE:
(Grantor) R. Spencer Clift, III
Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.
Suite 2000
165 Madison Ave.
Memphis, TN 38103
Tel: 901.526.2000

PREPARED BY
AND RETURN TO: R. Spencer Clift, III
Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.
Suite 2000
165 Madison Ave.
Memphis, TN 38103
Tel: 901.526.2000

TAX PARCEL NO.: 207210140-00122.00

INDEXING
INSTRUCTIONS: Section 10, Township 2 South, Range 7 West,
DeSoto County, Mississippi

SUBSTITUTE TRUSTEE'S NOTICE OF SALE

WHEREAS, on July 10, 2007, Mark Matthews Development, LLC executed a Deed of Trust to Eugene F. Weimer, as Trustee on certain real property situated in DeSoto County, Mississippi to secure a debt in the original principal amount of \$175,840.00 owed to Regions Bank, which Deed of Trust is recorded in Book 2752, Page 643 in the Office of the Chancery Clerk of DeSoto County, Mississippi; and

WHEREAS, by that certain Assignment of Note and Deed of Trust (the "Assignment") dated December 19, 2008, Fletcher Shaw became the owner and holder of the Note and debt instruments secured by the aforesaid Deed of Trust, which Assignment is recorded in Book 2,985, Page 788 in the Office of the Chancery Court Clerk of Desoto County, Mississippi; and

WHEREAS, Fletcher Shaw is the true and lawful owner and holder of the debts aforesaid which debts are secured by the Deed of Trust and Assignment (the "Debts"); and

WHEREAS, by Appointment of Substitute Trustee recorded in Book 2,993, Page 97, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, Fletcher Shaw, exercising his authority as such owner and holder, appointed R. Spencer Clift, III, as Substitute Trustee under the Deed of Trust; and

WHEREAS, default has been made in the payment of Debt and obligations secured by said Deed of Trust, and Fletcher Shaw, as the owner and holder of the Debt has declared the entire balance due and payable and has instructed the undersigned Trustee to foreclose said Deed of Trust in accordance with its terms and provisions;

NOW, THEREFORE, by the authority vested in me as Trustee under said instruments, I will **between the legal hours of 10:00 am and 4:00 pm, Thursday, the 12th day of March, 2009**, at the East entrance of the DeSoto County Courthouse, 2535 Highway 51 South, Hernando, Mississippi, offer for sale and sell at public auction to the highest and best bidder for cash the property therein conveyed which is situated in the State of Mississippi, County of Desoto, and is described as follows:

Lot 122, Section C, Rosebury Subdivision, Section 10, Township 2 South, Range 7 West, Desoto County, Mississippi as shown on plat of record in Plat Book 97, Page 28 in the Chancery Clerk's Office of Desoto County, Mississippi to which plat reference is hereby made for a more particular description of said property.

Being part of the same property conveyed to Mark Matthews Development, LLC, a Tennessee Limited Liability Company by Warranty Deed of record in Book 525, Page 680 in the Chancery Clerk's Office of Desoto County, Mississippi.

Said Sale shall be made for cash to the highest and best bidder in cash subject to the following:

1. Any unpaid taxes against the property; and
2. Any recorded easements, conditions, covenants, rights-of-way or subdivision plats affecting the property; and
3. Any dedication of roads affecting the property and any governmental zoning and subdivision ordinances or regulations in effect; and
4. Any prior or superior liens, judgments, deeds of trust or other interests of record.

Interested Parties: Owen Lumber Company – 14/631
Pat Bomar 15/75

Fletcher Shaw reserves the right to retain any escrows, reserves, security deposits or other funds or rights to payment of funds and to apply the same in accordance with the terms and provisions of the Deed of Trust and related documents.

The right is reserved to adjourn the day of sale to another day and time certain, without further publication and in accordance with law, upon announcement of said adjournment on the day and time and place of sale set forth above.

The failure of any high bidder to pay the purchase price and close this sale immediately, shall, at the option of the Substitute Trustee, be cause for rejection of the bid, and if the bid is rejected, the Substitute Trustee shall have the option of making the sale to the next highest bidder who is able, capable, and willing to comply with the terms hereof. The proceeds derived from the sale of the property will be applied as provided for in said Deed of Trust which provisions are made a part hereof as if set forth verbatim herein.

Title to the above described property is believed to be good, but I will convey only such title as is vested in me as Substitute Trustee.

This Notice of Sale has been posted and published in accordance with Miss. Code. Ann. §89-1-55 and any provisions of the Deed of Trust affecting same beginning February 19, 2009.

R. Spencer Clift, III
Substitute Trustee

BAKER DONELSON BEARMAN
CALDWELL & BERKOWITZ, PC.
165 Madison Avenue, Suite 2000
Memphis, Tennessee 38103
901-577-2216

Publish:

DeSoto Times
Hernando, Mississippi
February 19, 2009, February 26, 2009, March 5, 2009

Please send three proof of publication

DESOTO TIMES-TRIBUNE

PROOF OF PUBLICATION

THE STATE OF MISSISSIPPI
COUNTY OF DESOTO

Diane Smith personally appeared before me the undersigned in and for said County and State and states on oath that she is the CLERK of the DeSoto Times-Tribune, a newspaper published in the town of Hernando, State and County aforesaid, and having a general circulation in said county, and that the publication of the notice, a copy of which is hereto attached, has been made in said paper 3 consecutive times, as follows, to-wit:

SUBSTITUTE TRUSTEE'S NOTICE OF SALE
WHEREAS, on July 10, 2007, Mark Matthews Development, LLC executed a Deed of Trust to Eugene F. Weimer, as Trustee on certain real property situated in DeSoto County, Mississippi to secure a debt in the original principal amount of \$175,840.00 owed to Regions Bank, which Deed of Trust is recorded in Book 2752, Page 643 in the Office of the Chancery Clerk of DeSoto County, Mississippi; and

WHEREAS, by that certain Assignment of Note and Deed of Trust (the "Assignment") dated December 19, 2008, Fletcher Shaw became the owner and holder of the Note and debt instruments secured by the aforesaid Deed of Trust, which Assignment is recorded in Book 2,985, Page 788 in the Office of the Chancery Court Clerk of DeSoto County, Mississippi; and

WHEREAS, Fletcher Shaw is the true and lawful owner and holder of the debts aforesaid which debts are secured by the Deed of Trust and Assignment (the "Debts"); and

WHEREAS, by Appointment of Substitute Trustee recorded in Book 2,993, Page 97, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, Fletcher Shaw, exercising his authority as such owner and holder, appointed R. Spencer Cliff, III, as Substitute Trustee under the Deed of Trust; and

WHEREAS, default has been made in the payment of Debt and obligations secured by said Deed of Trust, and Fletcher Shaw, as the owner and holder of the Debt has declared the entire balance due and payable and has instructed the undersigned Trustee to foreclose said Deed of Trust in accordance with its terms and provisions;

NOW, THEREFORE, by the authority vested in me as Trustee under said instruments, I will between the legal hours of 10:00 am and 4:00 pm, Thursday, the 12th day of March, 2009, at the East entrance of the DeSoto County Courthouse, 2535 Highway 51 South, Hernando, Mississippi, offer for sale and sell at public auction to the highest and best bidder for cash the property therein conveyed which is situated in the State of Mississippi, County of Desoto, and is described as follows:

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- Volume No. 114 on the 19 day of Feb., 2009
Volume No. 114 on the 26 day of Feb., 2009
Volume No. 114 on the 5 day of Mar., 2009
Volume No. _____ on the _____ day of _____, 2009
Volume No. _____ on the _____ day of _____, 2009
Volume No. _____ on the _____ day of _____, 2009

Diane Smith (handwritten signature)

Sworn to and subscribed before me, this 5 day of Mar., 2009

Judy N. Cavafas (handwritten signature)

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: JANUARY 16, 2013
BONDED THRU DIXIE NOTARY SERVICE, INCORPORATED

A. Single first insertion of 794 words @ .12 \$ 95.28
B. 2 subsequent insertions of 1588 words @ .10 \$ 158.80
C. Making proof of publication and depositing to same \$ 9.00
TOTAL PUBLISHER'S FEE: \$ 263.08

- 1. Any unpaid taxes against the property; and
2. Any recorded conditions, easements, rights-of-way or subdivision plats affecting the property; and
3. Any dedication of roads affecting the property and any governmental zoning and subdivision ordinances or regulations in effect and
4. Any prior or superior liens, judgments, deeds of trust or other interests of record.
Interested Parties: Owen Lumber Company - 14/631 Pat Bommar 15/75 Fletcher Shaw reserves the right to retain any escrows, reserves, security deposits or other funds or rights to payment of funds and to apply the same in accordance with the terms and provisions of the Deed of Trust and related documents.
The right is reserved to adjourn the day or sale to another day and time certain, without further publication and in accordance with law, upon announcement of said adjournment on the day and time and place of sale set forth above.
The failure of any high bidder to pay the purchase price and close this sale immediately shall, at the option of the Substitute Trustee, be cause



for rejection of the bid, and if the bid is rejected, the Substitute Trustee shall have the option of making the sale to the next highest bidder who is able, capable, and willing to comply with the terms hereof. The proceeds derived from the sale of the property will be applied as provided for in said Deed of Trust which provisions are made a part hereof as if set forth verbatim herein.
Title to the above described property is believed to be good, but I will convey only such title as is vested in me as Substitute Trustee.
This Notice of Sale has been posted and published in accordance with Miss. Code, Ann. §89-1-55 and any provisions of the Deed of Trust affecting same beginning February 19, 2009.
R. Spencer Cliff, III
Substitute Trustee
BAKER DONELSON BEARMAN CALDWELL & BERKOWITZ, PC.
165 Madison Avenue, Suite 2000
Memphis, Tennessee 38103
901-577-2216
Publish:
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