

Prepared By:	Return To:
Kelly E. McCarthy #102732 Morton & Germany, PLLC 45 North Third Street, Suite 201 Memphis, TN 38103 Phone: (901) 522-0050 09-098G	Morton & Germany, PLLC 45 North Third Street, Suite 201 Memphis, TN 38103 Phone: (901) 522-0050 09-098G

GRANTOR:	GRANTEE:
Kelly E. McCarthy #102732 Morton & Germany, PLLC 45 North Third Street, Suite 201 Memphis, TN 38103 Phone: (901) 522-0050	IBERIABANK <i>fsb</i> c/o Vince Orgeron 5800 "R" Street Little Rock, AR 72207 Phone: (501) 661-7700

INDEXING INSTRUCTIONS: Southwest quarter of the Southwest quarter of Section 27, Township 1 South, Range 8 West, Horn Lake, DeSoto County, Mississippi

SUBSTITUTED TRUSTEE'S DEED

WHEREAS, Lincoln Square Group, LLC, as Grantor, executed that certain Deed of Trust to Sam P. McClatchy, Jr., Trustee, for the benefit of IBERIABANK *fsb* formerly known as Pulaski Bank and Trust Company ("IBERIABANK *fsb*"), as Beneficiary, bearing the date of June 30, 2006, which Deed of Trust is recorded in Deed of Trust Book 2517, at Page 104, et

seq., on July 14, 2006, of the land records in the Office of the Chancery Clerk of DeSoto County, located in Hernando, Mississippi ("Deed of Trust"); and

WHEREAS, IBERIABANK *fsb* has heretofore substituted the undersigned Kelly E. McCarthy as Trustee in the place and in lieu of the original trustee named in said Deed of Trust by instrument dated June 9, 2009 and recorded in said office at Book 3044, Page 634 on June 15, 2009; and

WHEREAS, default having been made in the terms and conditions of said Deed of Trust and the entire debt secured thereby having been declared due and payable in accordance with the terms of said Deed of Trust, and the legal holder of said Deed of Trust and the indebtedness secured thereby, IBERIABANK *fsb*, having requested the undersigned Substituted Trustee to execute the trust and to sell said land and property in accordance with the terms of said Deed of Trust and for the purpose of raising the sums due thereunder, together with attorney's fees, Trustee's fees and expenses of sale; and

WHEREAS, the undersigned Substituted Trustee in accordance with the terms of the Deed of Trust and the laws of the State of Mississippi did advertise said sale in The DeSoto Times Tribune, a newspaper of general circulation published for more than one year next preceding the date of the first publication, in the County of DeSoto, State of Mississippi, on March 2, 9, 16, 23, 2010 as evidenced by the Proof of Publication (copy attached hereto as Exhibit "A"); and by posting on the 1st day of March, 2010, a copy of the Substituted Trustee's Notice of Sale (copy attached hereto as Exhibit "B") on the bulletin board in the DeSoto County Chancery Courthouse Building, 2535 Hwy 51 South, Hernando, Mississippi; and

WHEREAS, on the 29th day of March, 2010 at the East front door of the DeSoto County Chancery Courthouse Building, DeSoto County, State of Mississippi, at Hernando, between the

hours of 11:00 A.M. and 4:00 P.M., I the undersigned Substituted Trustee, did offer for sale at public outcry and did sell to the highest and best bidder for cash the following described land and property situated in DeSoto County, State of Mississippi, to-wit:

A tract of land being located in the Southwest quarter of the Southwest quarter of Section 27, Township 1 South, Range 8 West, Horn Lake, DeSoto County, Mississippi and more particularly described as follows:

Beginning at a point in the North line of Goodman Road (45' from centerline), said point being the Southeast corner of Lot 1, First Revision, Section A, Midway Commercial Subdivision (Plat Book 49, Page 3); thence N 0 degrees 53 minutes 52 seconds E a distance 332.47' to a point; thence N 89 degrees 57 minutes 53 seconds E a distance of 256.10' to a point; thence S 0 degrees 51 minutes 52 seconds W a distance of 327.35' to a point in the North line of Goodman Road; thence S 85 degrees 49 minutes 29 seconds W a distance of 58.31' to a point; thence S 89 degrees 38 minutes 29 seconds W a distance of 107.50' to a point; thence S 89 degrees 46 minutes 29 seconds W a distance of 90.72' to the point of beginning.

This description is derived from a survey prepared by Timothy E. McCaskill, Registered Professional Land Surveyor, on January 16, 2006.

Parcel No. 1088-2722.0-00001.00

The street address of the above described property is believed to be 2906 Goodman Road, Horn Lake, DeSoto County, Mississippi, but such address is not a part of the legal description of the property sold herein and in the event of any discrepancy, the legal description herein shall control.

The undersigned will on that same date, and at that same time and place, proceed to sell at public outcry to the highest and best bidder for cash the following personal property as set for in those UCC Financing Statements of record in the State of Mississippi Secretary of State's Office and of record in the Office of the Chancery Clerk of DeSoto County, MS in Book 2531, Page 129, *et seq.*, more particularly described as follows:

All personal property used in the operation and maintenance of the aforementioned described Real Property including, but not limited to:

- a) All heating, plumbing, lighting, water heating, incinerating, ventilating and air conditioning equipment, swimming pool equipment, shades, awnings, blinds, drapes and draperies, linoleum, rugs and carpeting, all furniture, furnishings, machinery, equipment, and fixtures (whether or not so attached to the realty as to become a part hereof) used in the operation and maintenance of the Real

Property, together with all substitutions, additions, and accessions to any and all of the foregoing, and exchanges and replacements of any and all of the foregoing;

- b) All building materials owned by Debtor now or hereafter located on the Real Property, prior to incorporation of said building materials in the Improvements;
- c) All plans and specifications owned by Debtor related to the Real Property and the Improvements;
- d) All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, contract rights, general intangibles, and benefits whether arising under any leases or tenancies now existing or hereafter created on the Real Property and the Improvements, or otherwise;
- e) All leases and subleases covering the Real Property or any portion thereof now or hereafter existing or entered into, and all rights and interest there under, including without limitation, all cash or security deposits, advance rentals, guarantees and deposits of similar nature;
- f) All judgments, awards of damages, and settlements hereafter made to Debtor as a result of or in lieu of any taking of the Real Property and Improvements, or any part thereof or interest therein under the power of eminent domain, or for any damage (whether cause by such taking or otherwise) to the Real Property or the Improvements or any part thereof or interest therein, including any award for change of grade of streets;
- g) All proceeds of hazard or other insurance policies payable to Debtor maintained with respect to any Personal Property described in subparagraphs (a) and (b) above or with respect to the Improvements (whether or not Beneficiary is loss payee thereof); and
- h) All proceeds of any and all of the foregoing collateral. (Although proceeds are covered, Beneficiary does not authorize the sale or other transfer of any of the collateral or the transfer of any interest in the collateral).

and

WHEREAS, the undersigned Substituted Trustee offered the aforesaid property for sale at public outcry as set forth above, and there appeared at said sale IBERIABANK *fsb*, bidding the sum of Six Hundred Eighteen Thousand, Five Hundred Fifty One Dollars and 00/100 (\$618,551.00) for all the above described property; said property was struck off to

IBERIABANK *fsb*, for said amount, and said bidder was declared the purchaser thereof, as the highest and best bidder for cash.

NOW, THEREFORE, in consideration of the premises and the sum of Six Hundred Eighteen Thousand, Five Hundred Fifty One Dollars and 00/100 (\$618,551.00) cash in hand paid, the receipt of which is hereby acknowledged, I do hereby sell, quit-claim and convey to IBERIABANK *fsb* in fee simple, all of the above described property, conveying only such title as vested in me as Substituted Trustee.

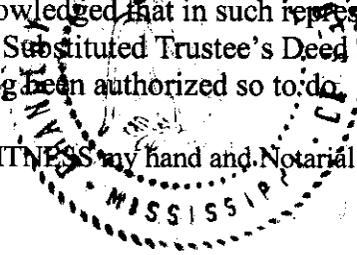
WITNESS MY SIGNATURE on this 29th day of MARCH, 2010.


KELLY E. MCCARTHY
Substituted Trustee

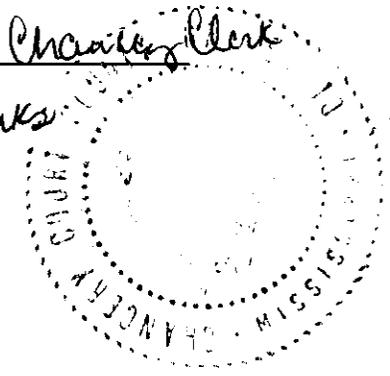
STATE OF MS
COUNTY OF Desoto

PERSONALLY appeared before me, the undersigned authority in and for the said county and state on this 29th day of March, 2010 within my jurisdiction, the within named KELLY E. MCCARTHY, Substituted Trustee, duly identified before me, who acknowledged that in such representative capacity she executed the above and foregoing Substituted Trustee's Deed as her own free and voluntary act and deed, after first having been authorized so to do.

WITNESS my hand and Notarial Seal at office this 29th day of March, 2010.



W.E. Davis *Chairman* Clerk
NOTARY PUBLIC
By Sparks



My Commission Expires: _____
~~My Commission Expires~~ **January 2, 2012**

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 4 consecutive times, as follows, to-wit:

- Volume No. 115 on the 2 day of Mar., 2010
- Volume No. 115 on the 9 day of Mar., 2010
- Volume No. 115 on the 16 day of Mar., 2010
- Volume No. 115 on the 23 day of Mar., 2010
- Volume No. _____ on the _____ day of _____, 2010
- Volume No. _____ on the _____ day of _____, 2010

Diane Smith

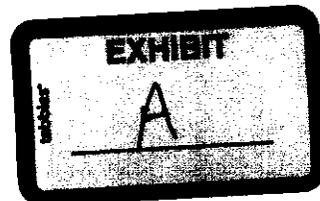
Sworn to and subscribed before me, this 16 day of Mar., 2010

BY Judy Douglas

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



A. Single first insertion of 1137 words @ .12 \$ 136.44
 B. 3 subsequent insertions of 3411 words @ .10 \$ 341.10
 C. Making proof of publication and depositing to same \$ 3.00
 TOTAL PUBLISHER'S FEE: \$ 480.54



SUBSTITUTED TRUSTEE'S NOTICE OF SALE

WHEREAS, Lincoln Square Group, LLC, as Grantor, executed that certain Deed of Trust to Sam R. McClatchy, Jr., Trustee, for the benefit of IBERIABANK, its primary known as Public Service Trust Company (IBERIA BANK), which instrument bearing the date of June 30, 2008, which Deed of Trust Book 2517, at Page 104, is on file in the Office of the Chancery Clerk of DeSoto County, located in Hernando, Mississippi ("Deed of Trust"); and

WHEREAS, IBERIABANK has heretofore substituted the undersigned Kelly E. McCarthy as Trustee in the place and in lieu of the original trustee named in said Deed of Trust by instrument dated June 9, 2009 and recorded in said office at Book 3044, Page 634 on June 15, 2009; and

WHEREAS, default having been made in the terms and conditions of said Deed of Trust and the entire debt secured thereby having been declared due and payable in accordance with the terms of said Deed of Trust, and the legal holder of said Deed of Trust and the indebtedness secured thereby, IBERIABANK has having requested the undersigned Substituted Trustee to execute the trust and to sell said land and property in accordance with the terms of said Deed of Trust and for the purpose of raising the same due thereunder, together with attorney's fees, Trustee's fees and expenses of sale;

NOW, THEREFORE, I, Kelly E. McCarthy, Substituted Trustee under said Deed of Trust will, on Monday, March 29, 2010, offer for sale at public outcry and sell within legal hours (being between the hours of 11:00 a.m. and 4:00 p.m.), at the east front door of the DeSoto County Courthouse Building, located at 2535 Hwy. 51 S, Hernando, Mississippi, to the highest and best bidder for cash for the following described land and property situated in DeSoto County, State of Mississippi, to-wit:

A tract of land being located in the Southwest quarter of the Southwest quarter of Section 27, Township 1 South, Range 8 West, Horn Lake, DeSoto County, Mississippi and more particularly described as follows:

Beginning at a point in the North line of Goodman Road (45' from centerline), said point being the Southeast corner of Lot 1; (First Revision, Section A, Midway Commercial Subdivision (Plat Book 49, Page 3); thence N 0 degrees 53 minutes 52 seconds E a distance 332.47' to a point; thence N 88 degrees 57 minutes 53 seconds E a distance of 258.10' to a point; thence S 0 degrees 51 minutes 52 seconds W a distance of 327.35' to a point in the North line of Goodman Road; thence S 88 degrees 49 minutes 28 seconds W a distance of 58.31' to a point; thence S 89 degrees 38 minutes 29 seconds W a distance of 107.50' to a point; thence S 88 degrees 46 minutes 29 seconds W a distance of 90.72' to the point of beginning.

This description is derived from a survey prepared by Timothy E. McCaskill, Registered Professional Land Surveyor, on January 16, 2008.

Parcel No. 1088-2722-0-00001.00

The street address of the above described property is believed to be 2005 Goodman Road, Horn Lake, DeSoto County, Mississippi. The legal description of the land described in the above instrument is hereby incorporated by reference into this notice.

The proceeds will on the same date, and at that same time and place, proceed to sell at public outcry to the highest and best bidder for cash the following personal property as set for in those UCC Financing Statements of record in the State of Mississippi Secretary of State's Office and of record in the Office of the Chancery Clerk of DeSoto County, MS in Book 2581, Page 129, et seq., more particularly described as follows:

All personal property used in the operation and maintenance of the aforementioned described Real Property including, but not limited to:

- a) All heating, plumbing, lighting, water heating, incinerating, ventilating, and air conditioning equipment; swimming pool equipment, shades, awnings, blinds, drapes, and curtains; linoleum, rugs and carpeting; all furniture, furnishings, machinery, equipment, and fixtures (whether or not attached to the realty as to become a part hereof) used in the operation and maintenance of the Real Property, together with all substitutions, additions; and accessories to any and all of the foregoing; and
- b) All building materials owned by Debtor now or hereafter located on the Real Property prior to incorporation of said building materials in the improvements;
- c) All plans and specifications owned by Debtor related to the Real Property and the improvements;
- d) All rents, income, profits, revenues, royalties, bonuses, rights, accounts, contract rights, general intangibles, and benefits whether arising under any leases or tenancies now existing or hereafter created on the Real Property and the improvements, or otherwise;
- e) All leases and subleases covering the Real Property or any portion thereof now or hereafter existing or entered into, and all rights and interest thereunder, including without limitation, all cash or security deposits, advance rentals, guarantees and deposits of similar nature;
- f) All judgments, awards of damages, and settlements hereafter made to Debtor as a result of or in lieu of any taking of the Real Property and improvements, or any part thereof or interest therein under the power of eminent domain, or for any damage (whether cause by such taking or otherwise) to the Real Property or the improvements or any part thereof or interest therein, including any award for change of grade of streets;
- g) All proceeds of hazard or other insurance policies payable to Debtor maintained with respect to any Personal Property described in subparagraphs (a) and (b) above or with respect to the improvements (whether or not Beneficiary is loss payee thereof); and

h) All proceeds of any and all of the foregoing collateral. (Although proceeds are covered, Beneficiary does not authorize the sale or other transfer of any of the collateral or the transfer of any interest in the collateral).

Other Interested Parties:
Sandra Newsom dba Newsom Healthcare, Inc.
Fitness Premier
Phil Elizondo
Denise Elizondo

Sale is made subject to prior liens, encumbrances or trust deeds, if any, now of record in the office of the Chancery Clerk, DeSoto County, Mississippi and any lien for any unpaid City or County property taxes. Sale is further subject to all easements and restrictive covenants of record.

I will convey only such title as is vested in me as Substituted Trustee.

WITNESS MY SIGNATURE on this 1st day of March, 2010.

/s/ Kelly E. McCarthy
KELLY E. MCCARTHY
Substituted Trustee
MORTON & GERMANY, PLLC
45 North Third Street, Suite 201
Memphis, TN 38103
Telephone: (901) 522-0050
09-096G
PUBLISH: March 2, 9, 16, 23, 2010

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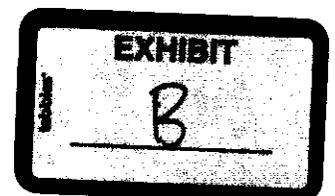
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- f) All judgments, awards of damages, and settlements hereafter made to Debtor as a result of or in lieu of any taking of the Real Property and Improvements, or any part thereof or interest therein under the power of eminent domain, or for any damage (whether cause by such taking or otherwise) to the Real Property or the Improvements or any part thereof or interest therein, including any award for change of grade of streets;

- g) All proceeds of hazard or other insurance policies payable to Debtor maintained with respect to any Personal Property described in subparagraphs (a) and (b) above or with respect to the Improvements (whether or not Beneficiary is loss payee thereof); and
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WITNESS MY SIGNATURE on this 1st day of March, 2010.)


KELLY E. MCCARTHY
Substituted Trustee

MORTON & GERMANY, PLLC
45 North Third Street, Suite 201
Memphis, TN 38103
Telephone: (901) 522-0050
09-098G

PUBLISH: March 2, 9, 16, 23, 2010