

**Prepared by and Return to:**

Scott R. Hendrix, Esq., MSB #10680  
Mitchell, McNutt & Sams, P.A.  
P.O. Box 7120  
Tupelo, MS 38802  
(662-842-3871)

**INDEXING INSTRUCTIONS: Northwest Quarter, Section 19, Township 1 South, Range 7 West, City of Southaven, DeSoto County, Mississippi.**

**SUBSTITUTE TRUSTEE'S DEED**

**GRANTOR:**

Scott R. Hendrix, Substitute Trustee  
Renasant Bank  
P. O. Box 7120  
Tupelo, MS 38802-7120  
662-842-3871

TO:

**GRANTEE:**

Renasant Bank  
P. O. Box 709  
Tupelo, MS 38802  
662-680-1001

This indenture entered into on this the 22nd day of September, 2011, by and between Scott R. Hendrix, as Substitute Trustee of the First Part, and Renasant Bank as Grantee of the Second Part;

WHEREAS, on or about the 29th day of June, 1998, Wesley S. Wood and Betty W. Wood executed and delivered a certain Deed of Trust unto W.P. Mitchell, Trustee, The Peoples Bank & Trust Company, beneficiary, to secure an indebtedness therein described which Deed of Trust is recorded in Book 1015, Page 533 of the Records of Mortgages and Deeds of Trust on Lands on file in the office of the Chancery Clerk of DeSoto County, Mississippi; and

WHEREAS, on or about the 7th day of July, 2004, Wesley S. Wood and Betty W. Wood executed and delivered a certain Deed of Trust unto W.P. Mitchell, Trustee, The Peoples Bank & Trust Company, beneficiary, to secure an indebtedness therein described which Deed of Trust is recorded in Book 2028, Page 492 of the Records of Mortgages and Deeds of Trust on Lands on file in the office of the Chancery Clerk of DeSoto County, Mississippi, which Deed of Trust is taken as a renewal and extension of and not in cancellation of a previous Deed of Trust dated June 29, 1998 as recorded in Book 1015, Page 533 in the office of the Chancery Clerk of DeSoto

County, Mississippi; and

WHEREAS, on or about the 24th day of September, 2009, Wesley S. Wood and Betty W. Wood executed and delivered a certain Deed of Trust unto Scott R. Hendrix, Trustee, Renasant Bank, beneficiary, to secure an indebtedness therein described which Deed of Trust is recorded in Book 3103, Page 216 of the Records of Mortgages and Deeds of Trust on Lands on file in the office of the Chancery Clerk of DeSoto County, Mississippi, which Deed of Trust is taken as a renewal and extension of and not in cancellation of a previous Deed of Trust dated July 7, 2004 as recorded in Book 2028, Page 492 in the office of the Chancery Clerk of DeSoto County, Mississippi; and

WHEREAS, the name of The Peoples Bank & Trust Company was changed to Renasant Bank effective February 1, 2005; and

WHEREAS, said Deed of Trust authorized the appointment and substitution of another Trustee in the place of the Trustee named in said Deed of Trust, and Renasant Bank, pursuant to said Deed of Trust, substituted Scott R. Hendrix as Trustee in said Deed of Trust in the place of W.P. Mitchell, by written instrument dated October 5, 2010, filed for record in the Office of the Chancery Clerk of Desoto County, Mississippi, on October 12, 2010 at 11:03 a.m., and duly recorded in Book 3226, Page 656, in said office; and

WHEREAS, Mr. Hendrix was also named as Trustee in one or more of the above Deeds of Trust referenced above, and therefore no Substitution of Trustee was required in those instances, however, for the sake of clarity he shall be referred to herein as "Substitute Trustee"; and

WHEREAS, default having been made in the performance of the conditions of said Deeds of Trust in the payment of the said indebtedness as it became due; and

WHEREAS, the entire indebtedness secured thereby having been declared due and payable; and

WHEREAS, the undersigned having been directed to execute the trust therein contained and to sell the real property under the provisions of said Deeds of Trust for the purpose of raising said secured and unpaid indebtedness, including Attorney's fees; and

WHEREAS, that in default of the payment of certain indebtedness due by Wesley S. Wood and Betty W. Wood, to Renasant Bank and secured by said Deeds of Trust conveying the property hereinafter described, the undersigned as Substitute Trustee aforesaid, in pursuance of the provisions of said Deeds of Trust did, on the 24th day of August, 2011, proceed to advertise

said property for sale as directed in said Deeds of Trust by publishing notice of sale for three consecutive weeks preceding such sale, in The DeSoto Times Tribune, a newspaper published in Hernando, Mississippi, such publications being on, August 30, September 6, 13, 20, 2011, proof of publication being attached hereto and marked Exhibit "A", and by posting notice of sale at the DeSoto County Courthouse in Hernando, Mississippi, and fixing the 22nd day of September, 2011, for the time and the DeSoto County Courthouse, Hernando, Mississippi, for the place of making said sale, and thereupon on the 22nd day of September, 2011, at the place aforesaid, within legal hours, I, as Substitute Trustee aforesaid, did offer for sale for cash the following described property embraced in said Deeds of Trust, to wit:

A 11.00 acre tract as part of the Renfro Property in the Northwest quarter of Section 19, Township 1 South, Range 7 West, DeSoto County, Mississippi. Beginning at the Northwest corner of Section 19, Township 1 South, Range 7 West; thence South along the center of Airways Road 1741.2 feet to a point in the center of said road and being the point of beginning of the following tract; thence South 2 degrees 59 minutes East 734 feet along the center of Airways Road to a point; thence South 84 degrees 54 minutes East 184.2 feet to a point at the edge of Greenbrook Lake; thence along the water line of said lake the following calls; North 29 degrees 51 minutes East 35.5 feet to a point; North 84 degrees 01 minutes east 114.0 feet to a point; South 61 degrees 41 minutes East 142.0 feet to a point; South 39 degrees 29 minutes East 84.9 feet to a point; South 68 degrees 30 minutes East 87.3 feet to a point; North 41 degrees 02 minutes East 132.2 feet to a point; North 14 degrees 33 minutes East 178.7 feet to a point; North 27 degrees 27 minutes West 68.5 feet to a point; North 67 degrees 27 minutes East 80 feet to a point; North 47 degrees 03 minutes East 91 feet to a point; North 10 degrees 31 minutes East 92 feet to a point; North 55 degrees 39 minutes West 163.9 feet to a point; North 73 degrees 55 minutes West 117.3 feet to a point; North 72 degrees 30 minutes West 298 feet to a point; North 54 degrees 24 minutes West 124.2 feet to a point; North 35 degrees 13 minutes West 94.9 feet to a point in the South line of Lot 1 of Continental Estates Section "A" thence South 87 degrees 01 minutes West 182.60 feet along the south line of Lot 1 to the point of beginning and containing 11.0 acres more or less. All bearings are magnetic. Less and except any right of way for Airways Road as deeded. Being a part of the land described in Parcel II in Warranty Deed of record in Deed Book 128, Page 229, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Less & Except: That property conveyed to City of Southaven in Quitclaim Deed Book 316 Page 559 and Book 316 Page 563.

ALSO LESS & EXCEPT the following described tract, which was previously foreclosed by Trustmark Bank and which is not being conveyed hereby:

A 3 acre tract as part of the Renfro property in the northwest quarter of Section 19, Township 1 South, Range 7 West in DeSoto County and being more particularly described as follows:

Beginning at a point in the center line of Airways Road, said point being 1741.2 feet south of the northwest corner of Section 19, Township 1 South, Range 7 West; thence along said center line, south 02 degrees 49 minutes east a distance of 734.0 feet to the southwest corner of the original Renfro property; thence south 84 degrees 54 minutes east a distance of 184.2 feet to the point of beginning of the 3.0 acre tract; thence north 29 degrees 51 minutes east a distance of 35.5 feet to a point; thence north 84 degrees 01 minutes east a distance of 114.0 feet to a point; thence south 61 degrees 41 minutes east a distance of 142.0 feet to a point; thence

south 39 degrees 29 minutes east a distance of 84.9 feet to a point; thence south 68 degrees 30 minutes east a distance of 87.3 feet to a point; thence north 41 degrees 02 minutes east a distance of 132.2 feet to a point; thence north 14 degrees 33 minutes east a distance of 178.7 feet to a point; thence north 27 degrees 27 minutes west a distance of 68.5 feet to a point; thence north 60 degrees 00 minutes west a distance of 150.0 feet to a point; thence south 84 degrees 01 minutes west a distance of 420.0 feet to a point; thence southwardly a distance of 255.0 feet to the point of beginning.

**SUBJECT TO AN INGRESS-EGRESS EASEMENT:**

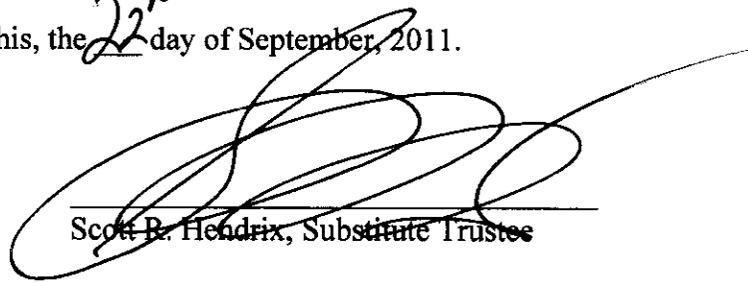
Beginning at a point in the southwest corner of the Renfro property a distance of 195 northwardly along the center line of Airways Road; thence northwardly along the center line of Airways Road 20 feet to a point; thence north 84 degrees 01 minutes east a distance of 130.0 feet to a point; thence southwardly 20 feet to a point; thence south 84 degrees 01 minutes west a distance of 135.0 feet to the point of beginning.

And thereupon Renasant Bank bid for the same the sum of One Hundred Thirteen Thousand Dollars and Ninety-One Cents (\$113,000.91) for the above referenced property, which being the highest and last bid therefor, the same was struck off to Renasant Bank, who was declared the purchaser of the property described herein.

Therefore, in consideration of premises and the payment of the sum of \$113,000.91, the receipt of which is hereby acknowledged, I hereby sell and convey to Renasant Bank said property so sold as aforesaid.

**This sale is made by me as Substitute Trustee only and without warranty of any kind whatsoever.**

WITNESS MY SIGNATURE this, the 22<sup>nd</sup> day of September, 2011.

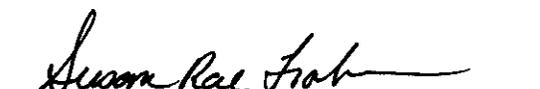
  
\_\_\_\_\_  
Scott R. Hendrix, Substitute Trustee

STATE OF MISSISSIPPI  
COUNTY OF LEE

This day personally appeared before me, the undersigned authority in and for the county and state aforesaid, Scott R. Hendrix, who acknowledged that he signed and delivered the above and foregoing Substitute Trustee's Deed on the day and year therein mentioned as his own act and deed.

Given under my hand and seal this, the 22<sup>nd</sup> day of September, 2011.



  
\_\_\_\_\_  
Notary Public

# 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:

**SUBSTITUTE TRUSTEE'S SALE NOTICE**

WHEREAS, on or about the 29th day of June, 1998, Wesley S. Wood and Betty W. Wood executed and delivered a certain Deed of Trust unto W.P. Mitchell, Trustee, The Peoples Bank & Trust Company, beneficiary, to secure an indebtedness therein described which Deed of Trust is recorded in Book 1015, Page 533 of the Records of Mortgages and Deeds of Trust on Lands on file in the office of the Chancery Clerk of DeSoto County, Mississippi; and

WHEREAS, on or about the 7th day of July, 2004, Wesley S. Wood and Betty W. Wood executed and delivered a certain Deed of Trust unto W.P. Mitchell, Trustee, The Peoples Bank & Trust Company, beneficiary, to secure an indebtedness therein described which Deed of Trust is recorded in Book 2028, Page 492 of the Records of Mortgages and Deeds of Trust on Lands on file in the office of the Chancery Clerk of DeSoto County, Mississippi, which Deed of Trust is taken as a renewal and extension of and not in cancellation of a previous Deed of Trust dated June 29, 1998 as recorded in Book 1015, Page 533 in the office of the Chancery Clerk of DeSoto County, Mississippi; and

WHEREAS, on or about the 24th day of September, 2009, Wesley S. Wood and Betty W. Wood executed and delivered a certain Deed of Trust unto Scott R. Hendrix, Trustee, Rensant Bank, beneficiary, to secure an indebtedness therein described which Deed of Trust is recorded in Book 3103, Page 216 of the Records of Mortgages and Deeds of Trust on Lands on file in the office of the Chancery Clerk of DeSoto County, Mississippi, which Deed of Trust is taken as a renewal and extension of and not in cancellation of a previous Deed of Trust dated July 7, 2004 as recorded in Book 2028, Page 492 in the office of the Chancery Clerk of DeSoto County, Mississippi; and

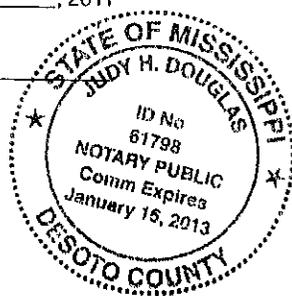
- Volume No. 116 on the 30 day of Aug, 2011
- Volume No. 116 on the 6 day of Sept., 2011
- Volume No. 116 on the 13 day of Sept., 2011
- Volume No. 116 on the 20 day of Sept., 2011
- Volume No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2011
- Volume No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2011

Diane Smith

Sworn to and subscribed before me, this 20 day of Sept., 2011

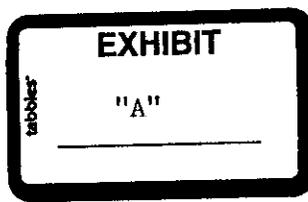
By Judy Douglas

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



A. Single first insertion of 1486 words @ .12 \$ 178.32  
 B. 3 subsequent insertions of 4458 words @ .10 \$ 445.80  
 C. Making proof of publication and depositing to same \$ 3.00  
 TOTAL PUBLISHER'S FEE: \$ 627.12

2445 Hwy. 51 South, Hernando, MS 38632 • 662.429.6397 • Fax: 662.429.5229



WHEREAS, the name of The Peoples Bank & Trust Company was changed to Renasant Bank effective February 1, 2005; and

WHEREAS, on the 5th day of October, 2010, Renasant Bank executed and delivered to Scott R. Hendrix an appointment whereby the said Scott R. Hendrix was appointed and substituted as Successor Trustee in the aforesaid Deeds of Trust in the place and stead of W. P. Mitchell, the Trustee originally named therein, as shown by said appointment duly recorded in Book 3226, Page 656 in the records of trust deeds of DeSoto County, Mississippi; and

WHEREAS, Mr. Hendrix was also named as Trustee in one or more of the above Deeds of Trust referenced above, and therefore no Substitution of Trustee was required in those instances, however, for the sake of clarity he shall be referred to herein as "Substitute Trustee"; and

WHEREAS, default has been made in the payment of the indebtedness secured by said Deeds of Trust, which default continues, and Renasant Bank, the legal holder of the notes secured by said Deeds of Trust, having requested the undersigned to sell the property described hereinafter for the purpose of satisfying the indebtedness and costs of sale.

NOW, THEREFORE, notice is hereby given that I, the undersigned Substitute Trustee, will on the 22nd day of September, 2011, at the East front door of the DeSoto County Courthouse in Hernando, Mississippi within legal hours, offer for sale, at public outcry, to the highest bidder for cash, the following described property in DeSoto County, Mississippi, to-wit:

A 11.00 acre tract as part of the Renfro Property in the Northwest quarter of Section 19, Township 1 South, Range 7 West, DeSoto County, Mississippi. Beginning at the Northwest corner of Section 19, Township 1 South, Range 7 West; thence South along the center of Airways Road 1741.2 feet to a point in the center of said road and being the point of beginning of the following tract; thence South 2 degrees 59 minutes East 734 feet along the center of Airways Road to a point; thence South 84 degrees 54 minutes East 184.2 feet to a point at the edge of Greenbrook Lake; thence along the water line of said lake the following calls; North 29 degrees 51 minutes East 35.5 feet to a point; North 84 degrees 01 minutes east 114.0 feet to a point; South 61 degrees 41 minutes East 142.0 feet to a point; South 39 degrees 29 minutes East 84.9 feet to a point; South 68 degrees 30 minutes East 87.3 feet to a point; North 41 degrees 02 minutes East 132.2 feet to a point; North 14 degrees 33 minutes East 178.7 feet to a point; North 27 degrees 27 minutes West 88.5 feet to a point; North 67 degrees 27 minutes East 80 feet to a point; North 47 degrees 03 minutes East 91 feet to a point; North 10 degrees 31 minutes East 92 feet to a point; North 55 degrees 39 minutes West 163.9

feet to a point; North 73 degrees 55 minutes West 117.3 feet to a point; North 72 degrees 30 minutes West 298 feet to a point; North 54 degrees 24 minutes West 124.2 feet to a point; North 35 degrees 13 minutes West 94.9 feet to a point in the South line of Lot 1 of Continental Estates Section "A" thence South 87 degrees 01 minutes West 182.60 feet along the south line of Lot 1 to the point of beginning and containing 11.0 acres more or less. All bearings are magnetic. Less and except any right of way for Airways Road as deeded. Being a part of the land described in Parcel II in Warranty Deed of record in Deed Book 128, Page 229, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Less & Except: That property conveyed to City of Southaven in Quitclaim Deed Book 316 Page 559 and Book 316 Page 563. Renasant Bank's lien on the following described three (3) acre tract, which is a portion of the above described eleven (11) acre tract, is junior, subject and subordinate to a Deed of Trust in favor of Trustmark Bank recorded in Book 1546 Page 693 and corrected by a Correction Deed of Trust recorded in Book 1618 Page 728, by means of a Subordination Agreement recorded in Book 3218 Page 554, each being recorded in the land records of DeSoto County, Mississippi. The remaining acreage, believed to be eight (8) acres more or less, is not subject to a lien of Trustmark. Said three (3) acre tract is more particularly described as follows:

A 3 acre tract as part of the Renfro property in the northwest quarter of Section 19, Township 1 South, Range 7 West in DeSoto County and being more particularly described as follows:

Beginning at a point in the center line of Airways Road, said point being 1741.2 feet south of the northwest corner of Section 19, Township 1 South, Range 7 West; thence along said center line, south 02 degrees 49 minutes east a distance of 734.0 feet to the southwest corner of the original Renfro property; thence south 84 degrees 54 minutes east a distance of 184.2 feet to the point of beginning of the 3.0 acre tract; thence north 29 degrees 51 minutes east a distance of 35.5 feet to a point; thence north 84 degrees 01 minutes east a distance of 114.0 feet to a point; thence south 61 degrees 41 minutes east a distance of 142.0 feet to a point; thence south 39 degrees 29 minutes east a distance of 84.9 feet to a point; thence south 68 degrees 30 minutes east a distance of 87.3 feet to a point; thence north 41 degrees 02 minutes east a distance of 132.2 feet to a point; thence north 14 degrees 33 minutes east a distance of 178.7 feet to a point; thence north 27 degrees 27 minutes west a distance of 88.5 feet to a point; thence north 67 degrees 27 minutes East 80 feet to a point; thence north 47 degrees 03 minutes East 91 feet to a point; thence north 10 degrees 31 minutes East 92 feet to a point; thence southwardly a distance of 255.0 feet to the point of beginning.

#### INGRESS-EGRESS EASEMENT:

Beginning at a point in the southwest corner of the Renfro property a distance of 195 northwardly along the center line of Airways Road; thence northwardly along the center line of Airways Road 20 feet to a point; thence north 84 degrees 01 minutes east a distance of 130.0 feet to a point; thence southwardly 20 feet to a point; thence south 84 degrees 01 minutes west a distance of 135.0 feet to the point of beginning.

Such title will be conveyed as is vested in me as Substitute Trustee aforesaid without warranty of any kind.

This, the 24th day of August, 2011.

/s/ Scott R. Hendrix  
Scott R. Hendrix,  
Substitute Trustee  
PUBLISH: August 30, September 6, 13, 20, 2011.