

JPMORGAN CHASE BANK, NATIONAL TO SPECIALIZED LOAN SERVICING, LLC  
ASSOCIATION

State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 15 2013 09:54:00AM  
In Deed of Trust  
Book 0763 Page 1  
Sam Abraham, Chancery Clerk  
By: Diane Kelly D.C.

When Recorded Return To:  
CT LIEN SOLUTIONS  
PO BOX 29071  
GLENDALE, CA 91209-9071  
Phone #: 800-331-3282

Prepared By:  
JPMC Mortgage  
PEARL BURCH  
780 KANSAS LANE 2ND FLOOR  
Monroe, LA 71203  
Phone #: 800-331-3282

Parcel ID Number: 10016040400500  
Indexing Instruction: This instrument covers land located in Section: N/A, Township: N/A, Range: N/A of Leflore County, Mississippi.

**MISSISSIPPI ASSIGNMENT OF DEED OF TRUST**



FOR VALUABLE CONSIDERATION, the undersigned holder of a Deed of Trust, JPMorgan Chase Bank, National Association, (herein "Assignor") does hereby grant, sell, assign, transfer and convey, unto Specialized Loan Servicing LLC, (herein "Assignee"), whose address is 8742 Lucent Blvd., Suite 300, Highlands Ranch, CO, 80130, all beneficial interest under a certain Deed of Trust dated 01/08/2008 and recorded on 01/09/2008, made and executed by CATRICE WASHINGTON, A SINGLE WOMAN, for the benefit of JAY MORRIS, Trustee, in favor of JPMorgan Chase Bank, National Association, upon the following described property situated in Leflore County, State of Mississippi:  
Property Address: 628 MIMOSA ST, GREENWOOD, MS, 38930  
Borrower Address: 628 MIMOSA ST, GREENWOOD, MS, 38930 Phone no: 662-453-7325  
Current Beneficiary Address: 700 Kansas Lane, MC 8000, Monroe, LA, 71203 Phone no: 1-318-432-6114  
Original Beneficiary Address: 700 Kansas Lane, MC 8000, Monroe, LA, 71203 Phone no: N/A  
Trustee Address: 700 Kansas Lane, Monroe, LA, 71203 Phone no: N/A

Legal Description: See attached.

such Deed of Trust having been given to secure payment of Forty One Thousand Two Hundred Fifty dollars and Zero cents (\$41,250.00), which Deed of Trust is of record in Book, Volume, or Liber No. 678 at Page 260 in the Office of the Chancery Clerk of Leflore County, State of Mississippi.

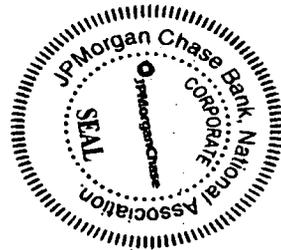
TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the above-described Deed of Trust.

IN WITNESS WHEREOF, the undersigned has executed this Assignment through its Vice President on 07/10/2013.

Assignor:  
JPMorgan Chase Bank, National Association

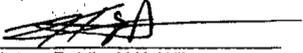
By: Pearl Burch  
Pearl Burch  
Its: Vice President

STATE OF LA  
COUNTY OF Ouachita Parish



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Personally appeared before me, the undersigned authority in and for the said county and state, on this 10th day of July, 2012, within my jurisdiction, the within named Pearl Burch, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed in the above and foregoing instrument and acknowledged that he/she/they executed the same in his/her/their representative capacity(ies), and that by his/her/their signature(s) on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which he/she/they acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

  
\_\_\_\_\_  
Notary Public: Y.K. Wilson

Y. K. WILSON  
OUACHITA PARISH, LOUISIANA  
LIFETIME COMMISSION  
NOTARY ID# 064399

**EXHIBIT "A"**

The unexpired portion of that certain leasehold estate for a term of ninety-nine (99) years, commencing July 3, 1947, granted by Leflore County, Mississippi, to W. M. Whittington, by Lease Contract dated May 26, 1947, recorded in Book 89, page 467 of the Land Deed Records of Leflore County, Mississippi, in and to the following described property lying and being situate in the City of Greenwood, Leflore County, Mississippi, to-wit:

Lot Fourteen (14) in Block Ten (10) of Whittington's Southside Addition to the City of Greenwood, Leflore County, Mississippi, as said Lot is shown on the Map of said Addition recorded in Book 4, page 42 of the Records of Maps of Leflore County, Mississippi.

4 PEOPLES BANK & TRUST COMPANY TO LORETTE BOX

State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 15 2013 11:20:00AM  
In Deed of Trust  
Book 0763 Page 4  
Sam Abraham, Chancery Clerk  
By: Nicci Kelly D.C.

Prepared By and  
Please Return To:

Peoples Bank & Trust Company  
P. O. Box 397 106 East Main St.  
North Carrollton, MS 38947  
662-237-9272

RELEASE OF DEED OF TRUST

TO THE CHANCERY CLERK OF LEFLORE CO., MISSISSIPPI

You are hereby authorized and directed to mark satisfied and canceled of record, by marginal entry thereon, that deed of trust executed by **Lorette Box**, in favor of Peoples Bank & Trust Company and recorded in **Book 730, Page 144** in the records of your office.

The indebtedness secured by said deed of trust was owned and held by Peoples Bank & Trust Company and was never assigned.

Witness the signature of the duly authorized officer of Peoples Bank & Trust Company on this the **11th** day of **July, 2013**.

PEOPLES BANK & TRUST COMPANY

By: George J. Shackelford  
GEORGE J. SHACKELFORD, PRESIDENT

STATE OF MISSISSIPPI  
COUNTY OF CARROLL

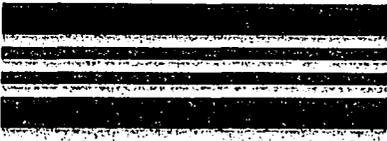
Personally appeared before me, the undersigned authority in and for the said County and State, on this the **11th** day of **July, 2013**, within my jurisdiction, the within named **George J. Shackelford** who acknowledged the he/she is **President**, of Peoples Bank & Trust Company, a state bank, and for and on behalf of the said bank, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

My Commission Expires



William Pate Shackelford  
PATE SHACKELFORD, NOTARY PUBLIC

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**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS

State of Mississippi  
 County of Leflore  
 I certify this document was filed  
 and recorded  
 JULY 15 2013 11:20:00AM  
 In Deed of Trust  
 Book 0763 Page 5  
 Sam Abraham, Chancery Clerk  
 By: Steve Kelly D.C.

**A. NAME & PHONE OF CONTACT AT FILER (optional)**  
 1-800-648-8026 MORGAN CUMMINGS

**B. E-MAIL CONTACT AT FILER (optional)**

**C. SEND ACKNOWLEDGMENT TO: (Name and Address)**

DIVERSIFIED FINANCIAL SERVICES, LLC  
 14010 FNB PKWY, STE. 400  
 OMAHA, NE 68154

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER D/T Book 604, Page 111 1b.  This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS  
**04-0002 LEFLORE COUNTY, MS 02/03/04** Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2.  **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3.  **ASSIGNMENT (full or partial):** Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9. For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4.  **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5.  **PARTY INFORMATION CHANGE:**  
 Check one of these two boxes:  Debtor or  Secured Party of record **AND** Check one of these boxes to:  CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c  ADD name: Complete item 7a or 7b, and item 7c  DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME <b>CARVER</b>	FIRST PERSONAL NAME <b>KENNETH</b>	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8.  **COLLATERAL CHANGE:** Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral

Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME  
**DIVERSIFIED FINANCIAL SERVICES, LLC**

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA:**  
**109-0056127-002**

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**UCC FINANCING STATEMENT AMENDMENT ADDENDUM**

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as Item 1a on Amendment form <b>04-0002 LEFLORE COUNTY, MS 02/03/04</b>	
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as Item 9 on Amendment form	
12a. ORGANIZATION'S NAME <b>DIVERSIFIED FINANCIAL SERVICES, LLC</b>	
OR	
12b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction Item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME			
OR			
13b. INDIVIDUAL'S SURNAME <b>CARVER</b>	FIRST PERSONAL NAME <b>BRENDIA</b>	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

15. This FINANCING STATEMENT AMENDMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> is filed as a fixture filing	17. Description of real estate:
16. Name and address of a RECORD OWNER of real estate described in Item 17 (If Debtor does not have a record interest):  <b>KENNETH CARVER &amp; BRENDIA CARVER</b>	<b>NW 1/4, SEC 26, T 19N, R 1E LEFLORE COUNTY, MS</b>

18. MISCELLANEOUS:

State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 15 2013 11:20:00AM  
In Deed of Trust  
Book 0763 Page 7  
Sam Abraham, Chancery Clerk  
By: Diane Kelly D.C.

Deed of Trust

Prepared By:  
Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Return to:  
Bank of Commerce  
P O Box 546  
Greenwood, Ms 38935-0546  
662-453-4142

Grantor Information:  
Thomas M Flanagan, Jr  
Anne J Flanagan  
113 East Jeff Dais  
Greenwood, Ms 38930  
Ph: 662-455-3840

Grantee Information:  
Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Borrower Information:  
Thomas M Flanagan, Jr  
Anne J Flanagan  
113 East Jeff Dais  
Greenwood, Ms 38930  
Ph: 662-455-3840

Trustee Information:  
Terry W Green  
310 Howard Street  
Greenwood, Ms 38930  
Ph: 662-453-4142

Beneficiary Information:  
Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Other Party to Instrument:

Indexing Instructions: Lot 4 in Block 38 of the Boulevard Addition to North  
Greenwood in the City of Greenwood, in Leflore County, Mississippi

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THIS INSTRUMENT PREPARED BY:  
Bank of Commerce  
P.O. Box 546  
310 Howard Street  
Greenwood, MS 35935-0546  
(662)453-4142

AFTER RECORDING RETURN TO:  
Bank of Commerce  
P.O. Box 546  
310 Howard Street  
Greenwood, MS 38935-0546

(Space Above This Line For Recording Data)

LOAN NUMBER: 74369

**DEED OF TRUST**  
**THIS DEED OF TRUST CONTAINS A FUTURE ADVANCE CLAUSE**

THIS DEED OF TRUST ("Security Instrument") is made on July 8, 2013. The grantors are THOMAS M FLANAGAN Jr. and ANNE J FLANAGAN, whose address is 113 East Jeff Davis, GREENWOOD, Mississippi 38930 ("Borrower"). Borrower is not necessarily the same as the Person or Persons who sign the Note. The obligations of Borrowers who did not sign the Note are explained further in the section titled **Successors and Assigns Bound; Joint and Several Liability; Accommodation Signers**. The trustee is Terry W. Green - Bank of Commerce whose address is P.O. Box 546, 310 Howard Street, Greenwood, Mississippi 38935-0546 ("Trustee"). The beneficiary is Bank of Commerce, which is organized and existing under the laws of the State of Mississippi and whose address is 310 Howard Street, Greenwood, Mississippi 38935 ("Lender"). THOMAS M FLANAGAN Jr. and ANNE J FLANAGAN owe Lender a principal sum of money evidenced by a note, consumer loan agreement, or similar writing dated the same date as this Security Instrument (the "Note"), which provides for periodic payments ("Periodic Payments"), with the full debt, if not paid earlier, due on July 7, 2018. The note, consumer loan agreement, or similar writing, and any future debt or obligation of Borrower to Lender as set forth in the Section titled **Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges** below (the "Secured Indebtedness"), is secured by this Security Instrument in an amount not to exceed a **MAXIMUM PRINCIPAL AMOUNT** of One Hundred Forty-three Thousand Two Hundred Twenty-five and 00/100 Dollars (U.S. \$143,225.00). This Maximum Principal Amount does not include interest or other fees and charges made pursuant to this Security Instrument, nor does it include advances made under the terms of the Security Instrument to protect Lender's security or to perform any of the covenants contained herein. This Security Instrument secures to Lender the repayment of the Secured Indebtedness, and the performance of Borrower's covenants and agreements under this Security Instrument and the Secured Indebtedness. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, including future advances, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced to protect the security of this Security Instrument under the provisions of the section titled



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**Protection of Lender's Rights in the Property;** and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants, conveys, warrants, bargains, sells, transfers, pledges and assigns to Trustee, in trust, with power of sale, the following described property located in the City of City of Greenwood, State of Mississippi:

Address: 113 East Jeff Davis Avenue, Greenwood, Mississippi 38930

Legal Description: Lot 4 in Block 38 of the Boulevard Addition to North Greenwood in the City of Greenwood, in Leflore County, Mississippi as the same now appears upon the plat of Blocks 37 and 38 of said Addition, now of record in Map Book 1 at Page 47 of the Records of Maps on file in Leflore County, Mississippi.

**Indexing Instructions:** Lot 4 in Block 38 of the Boulevard Addition to North Greenwood, City of Greenwood, Leflore County, Mississippi.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

**Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges.** This Security Instrument secures to Lender the repayment of Borrower's Note, Consumer Loan Agreement, Guaranty, or similar writing executed by Borrower to Lender, more particularly described as:

- Loan number 74369 with a principal amount of \$143,225.00

and all renewals, extensions, modifications and substitutions thereof. This Security Instrument also secures: all future advances of funds from Lender to Borrower as evidenced by any promissory note, consumer loan agreement, or similar writing that may hereafter be executed by Borrower to Lender; all future obligations of Borrower to Lender; all future obligations of Borrower to Lender that may be evidenced by any contract, guaranty, or other evidence of debt hereafter executed by Borrower, and if more than one Borrower/Mortgagor has executed this Security Instrument, any one of them, in favor of Lender; and all additional funds that may be advanced by Lender to protect Lender's security interest in the property, as provided under paragraph titled Protection of Lender's Rights in the Property of this Security Instrument. All of the foregoing shall be referred to as the Secured Indebtedness. Borrower shall promptly pay when due the principal and interest on the Secured Indebtedness, and any late charges and other loan charges that may become due under the terms of the Secured Indebtedness.

**Applicable Law.** As used in this Security Instrument, the term "Applicable Law" shall mean all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

**Application of Payments.** Unless Applicable Law provides otherwise, all payments received by Lender shall be applied: first, to any prepayment charges due under the Secured Indebtedness; second, to interest due; third, to principal due; and last, to any late charges due under the Secured Indebtedness.

**Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any.



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Borrower shall pay these obligations on time and directly to the person owed payment. At the request of Lender, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with section titled **Protection of Lender's Rights in the Property**.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if, in Lender's sole discretion, the restoration or repair is economically feasible and Lender's security is not lessened. If, in Lender's sole discretion, the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within the number of days prescribed by Applicable Law as set forth in a notice from Lender to Borrower that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The period of time for Borrower to answer as set forth in the notice will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in the section titled **Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges** or change the amount of the payments. If under the section titled **Acceleration; Remedies**, the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Secured Indebtedness. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.



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**Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this section, Lender does not have to do so.

Any amounts disbursed by Lender under this section shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate specified in the Secured Indebtedness and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or Applicable Law.

**Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless Applicable Law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within the minimum number of days established by Applicable Law after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.



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Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in the section titled **Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges** or change the amount of such payments.

**Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**Successors and Assigns Bound; Joint and Several Liability; Accommodation Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of section titled **Transfer of the Property or a Beneficial Interest in Borrower**. Borrower's covenants and agreements shall be joint and several. Any person who co-signs this Security Instrument but has no personal liability under the Secured Indebtedness ("Accommodation Signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey that Accommodation Signer's interest in the Property under the terms of the Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Secured Indebtedness without that Accommodation Signer's consent.

**Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Secured Indebtedness or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Secured Indebtedness.

**Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless Applicable Law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Borrower agrees to provide Lender with Borrower's most current mailing address, as it may change from time-to-time. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**Governing Law; Severability.** This Security Instrument shall be governed by federal law and the laws of the state of Mississippi. In the event that any provision or clause of this Security Instrument or the Secured Indebtedness conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Secured Indebtedness which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Secured Indebtedness are declared to be severable.

**Borrower's Copy.** Borrower shall be given one copy of this Security Instrument.

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) unless the Secured Indebtedness is assumable, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. If the Secured Indebtedness shows that Borrower's loan is assumable, Borrower must obtain Lender's written permission for an



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assumption and follow any other requirements of Lender related to an assumption. If Borrower does not do so, Lender may require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than the minimum number of days established by Applicable Law from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**Sale of Secured Indebtedness Change of Loan Servicer.** The Secured Indebtedness or a partial interest in the Secured Indebtedness (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects periodic payments due under the Secured Indebtedness and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Secured Indebtedness. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with the section titled **Notices** and Applicable Law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by Applicable Law.

**Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property:

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the state of Mississippi that relate to health, safety or environmental protection.

**Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under the section titled **Transfer of the Property or a Beneficial Interest in Borrower**, unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than the minimum number of days established by Applicable Law from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. To the extent permitted by law, the notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. To the extent permitted by law, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give Borrower, in the manner provided in the section titled **Notices**, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public



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advertisement for the time and in the manner prescribed by Applicable Law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in Leflore County as Trustee designates in the notice of sale in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. If Trustee is requested to cancel this Security Instrument, all notes evidencing debt secured by this Security Instrument shall be surrendered to Trustee. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

Oral Agreements Disclaimer. This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Additional Provisions. This deed of trust represents renewal, refinancing and/or additional advances pursuant to the prior deed of trust filed for the record on September 30, 2011 in Book 732 at Page 49 in the records maintained by the Chancery Clerk of Leflore County, Ms.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in all pages of this Security Instrument and in any Rider executed by Borrower and recorded with it.

 7-8-13  
THOMAS M FLANAGAN JR Date

 7-8-13  
ANNE J FLANAGAN Date



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INDIVIDUAL ACKNOWLEDGMENT

STATE OF MISSISSIPPI )  
COUNTY OF *leflore* )

Personally appeared before me, the undersigned authority in and for the said county and state, on this *7-12-13* within my jurisdiction, the within named THOMAS M FLANAGAN Jr. and ANNE J FLANAGAN, who acknowledged that they executed the above and foregoing instrument.

My commission expires:

*Barbara S. Box*

Identification Number

(Affix official seal, if applicable)



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HOMEOWNERS LOAN CORPORATION

TO

GMAC MORTGAGE, LLC

State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 15 2013 11:20:00AM  
In *Deed of trust*  
Book 0763 Page 16  
Sam Abraham, Chancery Clerk  
By: *Diane Kelly* D.C.

This document prepared by:  
Final Trac, LLC  
56 Arbor Street  
Hartford, Ct. 06106  
860-236-8886

Return to:  
Final Trac, LLC  
56 Arbor Street  
Hartford, Ct. 06106  
860-236-8886

HLC# 2011205

Indexing Instructions: Lot 9, Riverside Heights Addition No. 1, Map Book 5, Page 44, Leflore County, MS

**ASSIGNMENT OF DEED OF TRUST**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **Homeowners Loan Corporation, a Delaware corporation**, with an address of 4501 Circle 75 Parkway, Suite D4100, Atlanta, GA 30339, does hereby convey, grant, transfer, assign and quitclaim all beneficial interest in and to the herein described Deed of Trust which encumbers real property described therein, together with certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon to: **GMAC Mortgage, LLC, 3451 Hammond Ave., Waterloo, IA 50702**

Deed of Trust dated: 01/09/2004  
Deed of Trust recorded: 01/16/2004  
Recording Information: Book: 603 at Page: 168  
Original Borrower/Grantor: Walter H. Rimmer and Dianne B. Rimmer, Husband and Wife  
Property Address: 1204 Medallion Drive, Greenwood, MS 38930, and more particularly described as "LOT 9 OF RIVERSIDE HEIGHTS ADDITION NO. 1 TO THE CITY OF GREENWOOD, LEFLORE COUNTY, MISSISSIPPI, AS SHOWN BY THE PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CHANCERY CLERK

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LEFLORE COUNTY, MISSISSIPPI, IN MAP BOOK 5 AT PAGE 44."

Original Loan Amount: \$61,600.00  
Original Beneficiary/Lender: Homeowners Loan Corporation, a Delaware corporation, with an address of 4501 Circle 75 Parkway, Suite D4100, Atlanta, GA 30339  
Original Trustee: Jane Bell, (HLC#: 20111205)

which Deed of Trust is recorded in the Office of the Chancery Clerk of Leflore County, Mississippi.

THIS ASSIGNMENT is being made without warranty, expressed or implied and without recourse to the Assignor in any event.

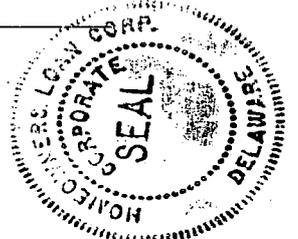
TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever subject only to the terms and conditions of the above-described Deed of Trust.

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed on this 10<sup>th</sup> day of June, 2013.

Witnesses: Homeowners Loan Corporation

*Barbara E. Brindle*  
BARBARA E. BRINDLE  
*Sharon Metstelder*  
Sharon Metstelder

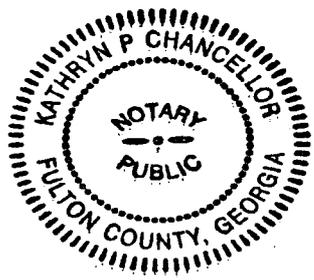
By: Paul Sadler  
Its Vice President



State of Georgia )  
County of Fulton ) ) ss:

On this the 10<sup>th</sup> day of June, 2013, before me, Kathryn P Chancellor, the undersigned officer, personally appeared Paul Sadler, who acknowledged himself to be the Vice President of Homeowners Loan Corporation and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Homeowners Loan Corporation by himself as Vice President.

In witness whereof I hereunto set my hand.



*Kathryn P Chancellor*  
Notary Public  
My Commission Expires: My Date of Commission Expires: June 30 2014

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GMAC MORTGAGE, LLC

TO

WALTER H. RIMMER &  
DIANNE B. RIMMER

State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 15 2013 11:21:00AM  
In Deed of Trust  
Book 0763 Page 18  
Sam Abraham, Chancery Clerk  
By: Diane Kelly D.C.

Recording Requested By: GMAC MORTGAGE, LLC

Prepared By: Brett Borcharding, GMAC MORTGAGE, LLC 2925 Country Dr, St Paul, MN 55117  
1-800-766-4622

When Recorded Return To: LIEN RELEASE, GMAC MORTGAGE, LLC 2925 Country Dr, St Paul, MN  
55117



**DEED OF RELEASE**

GMAC MORTGAGE, LLC #:7437421779 "RIMMER" Lender ID:96228/9100984 Leflore, Mississippi PIF:  
11/14/2012

KNOW ALL MEN BY THESE PRESENTS that GMAC MORTGAGE, LLC at 3451 HAMMOND AVENUE,  
WATERLOO, IA 50702 Phone: 1-800-766-4622 holder of a certain Deed of Trust, whose parties, dates  
and recording information are below, does hereby acknowledge that it has received full payment and  
satisfaction of the same, and in consideration thereof, does hereby Cancel, discharge and Reconvey said  
Deed of Trust, and the estate, title and interest now held by it under said Deed of Trust without warranty,  
to the person legally entitled thereto.

Original Trustor: WALTER H. RIMMER AND DIANNE B. RIMMER Address: 1204 MEDALLION DR,  
GREENWOOD, MS 38930-2124 Phone: 000-0000

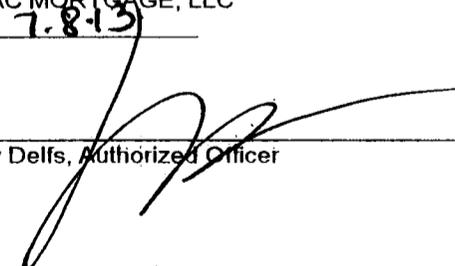
Original Beneficiary: HOMEOWNERS LOAN CORPORATION, A DELAWARE CORPORATION  
Address: N/A Phone: N/A  
Original Trustee: JANE BELL at Address: ADDRESS UNKNOWN, MS Phone: NOT AVAILABLE

Dated: 01/09/2004 Recorded on 01/16/2004 as in Book/Reel/Liber: 603 Page/Folio: 168 as Instrument  
No.: N/A  
In the Records of the County Recorder of Leflore Mississippi

Property Address: 1204 MEDALLION DRIVE, GREENWOOD, MS 38930  
Indexing Instructions: LOT 9 OF RIVERSIDE HEIGHTS ADDITION NO. 1 TO THE CITY OF  
GREENWOOD, LEFLORE COUNTY, MISSISSIPPI

IN WITNESS WHEREOF, the undersigned, by the officer duly authorized, has duly executed the  
foregoing instrument.

GMAC MORTGAGE, LLC  
On 7-8-13

By:   
Jody Delfs, Authorized Officer

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DEED OF RELEASE Page 2 of 2

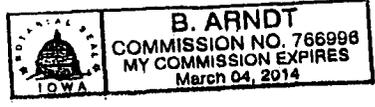
STATE OF Iowa  
COUNTY OF Black Hawk

On 7-9-13, before me, B. ARNDT, a Notary Public in and for Black Hawk in the State of Iowa, personally appeared Jody Delfs, Authorized Officer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

  
\_\_\_\_\_

B. ARNDT  
Notary Expires: 03/04/2014 #766996



(This area for notarial seal)

20 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

TO JACKIE L. SIMS, JR. & ANGELA P. SIMS

State of Mississippi  
County of Leflore  
I certify this document was filed and recorded  
JULY 15 2013 11:20:00AM  
In *Deed of Trust*  
Book 0763 Page 20  
Sam Abraham, Chancery Clerk  
By: *Diana Kelly* D.C.

Recording Requested By: TRUSTMARK NATIONAL BANK  
Prepared By: Margrett Truss, 248 East Capitol Street, Jackson, Ms 39201, 601-208-2656  
When Recorded Return To: TRUSTMARK NATIONAL BANK, P. O. BOX 522, JACKSON, MS 39205-

DEED OF RELEASE

Trustmark National Bank #0004061433 "Sims" ID/ Leflore, MS  
MERS #: 100213400040614334 SIS #: 888-679-6377

KNOW ALL MEN BY THESE PRESENTS that MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) at P O BOX 2026, FLINT, MI 48501 2026 Phone: 888-679-6377 holder of a certain Deed of Trust, whose parties, dates and recording information are below, does hereby acknowledge that it has received full payment and satisfaction of the same, and in consideration thereof, does hereby Cancel, Discharge and Reconvey said Deed of Trust, and the estate, title and interest now held by it under said Deed of Trust, without warranty, to the person or persons legally entitled thereto.

Original Trustor (Borrower): JACKIE L SIMS JR AND ANGELA P SIMS, Address: 1001 Jane Lane, Greenwood, MS 38930 Phone: N/A  
Original Beneficiary (Lender): TRUSTMARK NATIONAL BANK Address: PO BOX 22869 , JACKSON, MS 39225 Phone: 601-208-4000  
Original Trustee: T HARRIS COLLIER, III Address: P O BOX 22869 , JACKSON, MS 39225 Phone: 601-208-4000

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC is at 1901 E VORHEES ST, SUITE C, DANVILLE, IL 61834, P.O. BOX 2026, FLINT, MI 48501-2026

Date: 06/30/2010 and Recorded 07/01/2010 as Instrument No. Book/Reel/Liber 0715, Page/Folio 131, in the Records of the County Recorder of LEFLORE County MISSISSIPPI

Property Address: 1001 Jane Lane, Greenwood, MS, 38930

Index Information: Lot 8, Whittington Northeast Addition, Part V, Leflore County, MS

IN WITNESS WHEREOF, the undersigned, by the officer duly authorized, has duly executed the foregoing instrument.

Mortgage Electronic Registration Systems, Inc. (MERS)  
On June 21, 2013

By: *Richard D Miller*  
RICHARD D MILLER, SR. VICE PRESIDENT

ECW-20130621-0031 MSLEFLO LEFLORE MS BAT: 14391 KXMSDOR1

Page 2 Deed of Release

STATE OF Mississippi  
COUNTY OF Rankin

ON 6/2/13, before me, LISA JONES, a Notary Public in and for the County of Rankin County, State of Mississippi, personally appeared RICHARD D MILLER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

  
LISA JONES-BRENT  
Notary Expires: 04/13/2016



Margrett Truss, (601)-208-2656 TRUSTMARK, BOX 527 JACKSON, MS 39205  
ECW-20130621-0031 MSLEFLO LEFLORE MS PARISH COUNTY 004061433 KXMSDOR1

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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 15 2013 11:20:00AM  
In *Deed of Trust*  
Book 0763 Page 22  
Sam Abraham, Chancery Clerk  
By: *Diane Kelly* D.C.

Deed of Trust

Prepared By:  
Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Return to:  
Bank of Commerce  
P O Box 546  
Greenwood, Ms 38935-0546  
662-453-4142

Borrower Information:  
Pemberton Mortgage & Investments, LLC  
225 Howard Street  
Vaiden, Mississippi 39176  
662/453-5407

Grantee Information:  
Bank of Commerce  
310 Howard Street  
Greenwood, MS 38935-0546  
662-453-4142

Grantor Information:  
Pemberton Mortgage & Investments, LLC  
225 Howard Street  
Vaiden, Mississippi 39176  
662/453-5407

Trustee Information:  
310 Howard Street  
Greenwood, MS 389035-0546  
662-453-4142

Beneficiary Information:  
Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Other Party to Instrument:  
Name N/A  
Street N/A  
City, State, Zip  
Business Phone Number

Indexing Instructions: Lot 121 Glandale Subdivision Part 1, Leflore Co., MS

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THIS INSTRUMENT PREPARED BY:  
Bank of Commerce  
P.O. Box 546  
310 Howard Street  
Greenwood, MS 35935-0546  
(662)453-4142

AFTER RECORDING RETURN TO:  
Bank of Commerce  
P.O. Box 546  
310 Howard Street  
Greenwood, MS 38935-0546

(Space Above This Line For Recording Data)

LOAN NUMBER: 74361

**COMMERCIAL REAL ESTATE DEED OF TRUST  
FUTURE ADVANCES AND FUTURE OBLIGATIONS ARE SECURED BY THIS REAL ESTATE  
DEED OF TRUST**

This COMMERCIAL REAL ESTATE DEED OF TRUST, ("Security Instrument") is made on July 11, 2013 by the grantor(s) PEMBERTON MORTGAGE & INVESTMENTS LLC, a Mississippi Corporation, whose address is 225 HOWARD ST, GREENWOOD, Mississippi 38930 ("Grantor"). The trustee is Terry W. Green - Bank of Commerce whose address is P.O. Box 546, 310 Howard Street, Greenwood, Mississippi 38935-0546 ("Trustee"). The beneficiary is Bank of Commerce whose address is 310 Howard Street, Greenwood, Mississippi 38935 ("Lender"), which is organized and existing under the laws of the State of Mississippi. Grantor owes Lender the principal sum of Twenty-eight Thousand Fifty-nine and 65/100 Dollars (U.S. \$28,059.65), which is evidenced by the promissory note dated July 11, 2013. Grantor in consideration of this loan and any future loans extended by Lender up to a maximum principal amount of Twenty-eight Thousand Two Hundred Fifty-nine and 65/100 Dollars (U.S. \$28,259.65) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, irrevocably grants, conveys, warrants, bargains, sells, transfers, pledges and assigns to Trustee, in trust, with power of sale, the following described property located in the County of Leflore, State of Mississippi:

Address: 2619 Murphree Drive  
, GREENWOOD, Mississippi 38930

Legal Description: Lot 121 in Glendale Subdivision, Part 1, as said lot is shown upon the map of said Addition, recorded in Plat Book 6, at page 23 of the Records of Maps of Leflore County, MS

**INDEXING INSTRUCTIONS: Lot 121 Glendale Subdivision Part 1, Leflore Co., MS**

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the



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above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

**RELATED DOCUMENTS.** The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

**INDEBTEDNESS.** This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from PEMBERTON MORTGAGE & INVESTMENTS LLC to Bank of Commerce, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

**MATURITY DATE.** The Indebtedness, if not paid earlier, shall be due on July 11, 2020.

**FUTURE ADVANCES.** To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

**CROSS COLLATERALIZATION.** It is the expressed intent of Grantor to cross collateralize all of its Indebtedness and obligations to Lender, howsoever arising and whensoever incurred, except any obligation existing or arising against the principal dwelling of any Grantor.

**WARRANTIES.** Grantor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

**Performance of Obligations.** Grantor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

**Defense and Title to Property.** At the time of execution and delivery of this instrument, Grantor is lawfully seized of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Grantor covenants that the Property is unencumbered and free of all liens, except for encumbrances of record acceptable to Lender. Further, Grantor covenants that Grantor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

**Condition of Property.** Grantor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

**Removal of any Part of the Property.** Grantor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

**Alterations to the Property.** Grantor promises to abstain from the commission of any waste on or in connection with the Property. Further, Grantor shall make no material alterations, additions or



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improvements of any type whatsoever to the Property, regardless of whether such alterations, additions or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Grantor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

**Due on Sale - Lender's Consent.** Grantor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

**Insurance.** Grantor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 10 days notice prior to cancellation. At Lender's discretion, Grantor may be required to produce receipts of paid premiums and renewal policies. If Grantor fails to obtain the required coverage, Lender may do so at Grantor's expense. Grantor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Grantor.

**Payment of Taxes and Other Applicable Charges.** Grantor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Grantor or the Property.

**Environmental Laws and Hazardous or Toxic Materials.** Grantor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Grantor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Grantor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Grantor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Grantor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Grantor or Grantor's failure to comply fully and timely with environmental laws.

**Financial Information.** Grantor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Grantor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records and files of Grantor.

**Lender's Right to Enter.** Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Grantor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Grantor.



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**ASSIGNMENT OF LEASES AND RENTS.** As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Grantor hereby assigns and transfers over to Lender all rents, income and profits ("Rents") under any present or future leases, subleases or licenses of the Property, including any guaranties, extensions, amendments or renewals thereof, from the use of the Property. So long as Grantor is not in default, Grantor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Grantor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

**CONDEMNATION.** Grantor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

**GRANTOR'S ASSURANCES.** At any time, upon a request of Lender, Grantor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

**ATTORNEY-IN-FACT.** Grantor appoints Lender as attorney-in-fact on behalf of Grantor. If Grantor fails to fulfill any of Grantor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Grantor. This power of attorney shall not be affected by the disability of the Grantor.

**EVENTS OF DEFAULT.** The following events shall constitute default under this Security Instrument (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Grantor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Grantor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Grantor for the benefit of Grantor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership or management of Grantor or any person obligated on the Indebtedness; or
- (g) Lender deems itself insecure for any reason whatsoever.

**REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Grantor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any



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such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

**IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE GRANTOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.**

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made in it. If Lender chooses to invoke the power of sale, Lender or Trustee will provide notice of sale pursuant to applicable law. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointments confers. Grantor hereby irrevocably consents to such appointment and waives notice of any application therefor.

**NO WAIVER.** No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

**SUBSTITUTE TRUSTEE.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

**JOINT AND SEVERAL LIABILITY.** If this Security Instrument should be signed by more than one person, all persons executing this Security Instrument agree that they shall be jointly and severally bound, where permitted by law.

**SURVIVAL.** Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns and successors of Grantor.

**NOTICES AND WAIVER OF NOTICE.** Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective: (i) when it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Any such notice shall be addressed to the party given at the beginning of this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Grantor waives notice of Lender's acceptance of this Security Instrument, defenses based on



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suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

**TO THE EXTENT PERMITTED BY LAW, GRANTOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.**

**WAIVER OF APPRAISEMENT RIGHTS.** Grantor waives all appraisal rights relating to the Property to the extent permitted by law.

**LENDER'S EXPENSES.** Grantor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

**ASSIGNABILITY.** Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Grantor. Grantor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

**GOVERNING LAW; JURISDICTION.** This Security Instrument will be governed by the laws of the State of Mississippi including all proceedings arising from this Security Instrument. The parties to this Security Instrument hereby waive any plea of jurisdiction or venue on the ground that they are not a resident of Leflore County, Mississippi, and hereby specifically authorize any action brought to enforce the Indebtedness to be instituted and prosecuted in the appropriate court of the County of Leflore or in the United States District Court for the district assigned to said County and state.

**SEVERABILITY.** If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

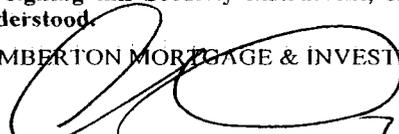
**UNIFORM COMMERCIAL CODE (U.C.C.)** Grantor grants to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property. Grantor authorizes Lender to file any financing statements required under the Uniform Commercial Code.

**ORAL AGREEMENTS DISCLAIMER.** This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**ADDITIONAL PROVISIONS.** This deed of trust represents renewal, refinancing and/or additional advances pursuant to the prior deed of trust filed for the record on April 29, 2008, in Book 683 at Page 610 in the records maintained by the Chancery Clerk of Leflore Co., MS

**By signing this Security Instrument, each Grantor acknowledges that all provisions have been read and understood.**

PEMBERTON MORTGAGE & INVESTMENTS LLC

  
By: CHRIS MCQUEEN Date: 7/11/13  
Its: CEO



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**BUSINESS ACKNOWLEDGMENT**

STATE OF MISSISSIPPI )  
 )  
COUNTY OF LEFLORE )

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11th day of July, 2013, within my jurisdiction, the within named CHRIS MCQUEEN, who acknowledged to me that (he)(she) is the CEO of PEMBERTON MORTGAGE & INVESTMENTS LLC, a Mississippi Corporation, and that for and on behalf of the said Corporation, and as its act and deed, (he)(she) executed the above and foregoing instrument, after first having been duly authorized by said Corporation so to do.

My commission expires:

Notary Public, Leflore County.

*James K. Smith*

Notary Public  
Identification Number

(Affix official seal, if applicable)



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TRUSTMARK NATIONAL BANK

TO

MARK WARD TAYLOR

State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 15 2013 11:20:00AM  
In Deed of Trust  
Book 0763 Page 30  
Sam Abraham, Chancery Clerk  
By: Diana Kelly D.C.

THIS INSTRUMENT PREPARED BY:  
Shirley V. Brantley  
248 East Capital  
P. O. Box 1182  
Jackson, MS 39205  
601-208-6636

WHEN RECORDED MAIL TO:  
Trustmark National Bank  
Attn: Loan Operations  
P. O. Box 1182  
Jackson, MS 39205  
601-208-6636

GRANTOR:  
MARK WARD TAYLOR  
PO BOX 9502  
GREENWOOD  
(662)299-5038

MS 38930

BENEFICIARY:  
Trustmark National Bank  
248 East Capitol  
P.O. Box 291  
Jackson, MS 39205  
601-208-5088

INDEXING INSTRUCTION: 09595032682-51268  
SECTION 1,T19N,R1E

PD 06/25/13 HMM

**AUTHORITY TO CANCEL**

To the Chancery Clerk of LEFLORE County

You are hereby authorized and requested to enter satisfaction of and  
cancel of record a certain Deed of Trust executed by  
MARK WARD TAYLOR

\_\_\_\_\_ to Trustmark National Bank,  
recorded in BOOK 676 at PAGE 530  
of the record of Deeds of Trust in your office.

This the 10TH day of JULY, 2013

TRUSTMARK NATIONAL BANK JACKSON, MS

BY: Shirley V. Brantley  
TITLE: VICE PRESIDENT

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, this the 10TH day of  
JULY, 2013, within named Shirley V. Brantley, who  
acknowledge that she is a Vice President of Trustmark National Bank,  
a national bank association, and that for and on behalf of the Bank,  
and as it act and deed, she executed the above and foregoing instrument,  
after first having been duly authorized by said Bank to do so.

Given under my hand and official seal, this the 10TH day  
of JULY, 2013

Rekisha A. Collins

NOTARY PUBLIC

MY COMMISSION EXPIRES:



TRUSTMARK NATIONAL BANK

TO

BANK OF AMERICA, N.A.

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Recording requested by:  
TRUSTMARK NATIONAL BANK

When recorded mail to:  
BANK OF AMERICA  
DOCUMENT PROCESSING  
TX2-979-01-19  
4500 AMON CARTER BLVD  
FORT WORTH, TX 76155  
Attn: ASSIGNMENT UNIT

State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 15 2013 11:20:00AM  
In Deed of Trust  
Book 0763 Page 31  
Sam Abraham, Chancery Clerk  
By: Diana Kelly D.C.

CORPORATION ASSIGNMENT OF DEED OF TRUST

Branch/Source Code 604 7195

Doc. ID# 02402013728444346  
Commitment# 476362

For value received, the undersigned, TRUSTMARK NATIONAL BANK, 201 COUNTRY PLACE, PARK WAY, SUITE B, PEARL, MS 39208, hereby grants, assigns and transfers to:

BANK OF AMERICA, N.A.  
1800 TAPO CANYON ROAD, SIMI VALLEY, CA 93063

All beneficial interest under that certain Deed of Trust dated 4/19/90, executed by: LAWRENCE JAMES and ANNA M HINTON, Trustor as per TRUST DEED recorded as Instrument No. N/A on 4/23/90 in Book 377 Page 582 of official records in the County Recorder's Office of LEFLORE County, MISSISSIPPI.

Tax Parcel = 08412030603700,  
Original Mortgage \$27,662.00  
314 MCCOOL ST, GREENWOOD, MS 38930

(See page attached hereto for Legal Description)

Together with the Note or Notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

Dated: 5-16-2013 TRUSTMARK NATIONAL BANK

By [Signature]  
ELVIN MURPHY, ASSISTANT VICE PRESIDENT

State of MISSISSIPPI  
County of RANKIN

On 5-16-2013 before me, MELISSA DAVIS, Notary Public, personally appeared ELVIN MURPHY, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of MISSISSIPPI that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature: [Signature]

Prepared by: TRACI GIFFORD  
1800 TAPO CANYON RD  
SIMI VALLEY, CA 93063  
Phone#: (213) 345-1170



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LEGAL DESCRIPTION

DOC ID 02402013728444346

LOT 103 OF THE GREEN ACRES SUBDIVISION, IN LEFLORE COUNTY, MISSISSIPPI, AS THE SAME IS SHOWN UPON THE PLAT OF SAID ADDITION'S RECORDED IN PLAT OF SAID ADDITION RECORDED IN PLAT BOOK 4 AT A PAGE 23 OF THE RECORDS OF MAPS OF SAID COUNTY ON FILE IN THE OFFICE OF THE CLERK OF THE CHANCERY COURT THEREOF, REFERENCE TO WHICH PLAT IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION OF THE PROPERTY HEREBY CONVEYED.

BANK OF AMERICA, N.A.

TO

LAWRENCE JAMES &  
ANNA M. HINTON

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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 15 2013 11:21:00AM  
In Deed of Trust  
Book 0763 Page 33  
Sam Abraham, Chancery Clerk  
By: Diana Kelly D.C.

Document Prepared By and  
When Recorded Return To:  
ReconTrust Company, N.A.  
2575 W. Chandler Blvd.  
Mail Stop: AZ1-804-02-11  
Chandler, AZ 85224  
(800) 540-2684



UID: 0bc44556-0967-4fd0-bc65-04bdfd108ca5  
DOCID\_1112013728411177

RELEASE OF DEED OF TRUST

TO: The CLERK of the CHANCERY COURT of LEFLORE, Mississippi

You are hereby authorized and directed to mark canceled and satisfied of record the following described Deed of Trust executed by

LAWRENCE JAMES, ANNA M HINTON

to TRUSTMARK NATIONAL BANK which is of record in Book 377 at Page 582, Document Number N/A, of the Records of Deed of Trust in the office of the Chancery Clerk of LEFLORE County, Mississippi.

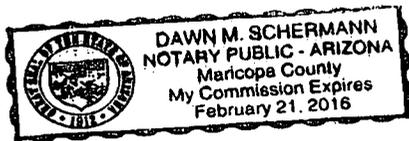
WITNESS our hand this 10 day of July, 2013.

Bank of America, N.A.

Maria Fregin, Assistant Vice President

STATE OF ARIZONA  
COUNTY OF MARICOPA

On 7-10-13, before me, Dawn M. Schermann, Notary Public, personally appeared Maria Fregin, Assistant Vice President of Bank of America, N.A., whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.  
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last written.

  
Dawn M. Schermann, Notary Public

LAWRENCE JAMES, ANNA M HINTON  
314 McCool St  
Greenwood, MS 38930

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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 15 2013 11:48:00AM  
In *Deed of Trust*  
Book 0763 Page 34  
Sam Abraham, Chancery Clerk  
By: *Diane Kelly* D.C.

**RELEASE OF DEED OF TRUST**

## GRANTOR:

Greenwood-Leflore Fuller Center for Housing, Inc.  
P.O. Box 9306  
Greenwood, MS 38930  
662-453-8016

## BORROWERS:

John W. Shute and Annette O. Shute  
133 Grenada Lane  
Greenwood, Ms 38930

To the Chancery Clerk of Leflore County, Mississippi:

Whereas all of the mortgages of Greenwood-Leflore Habitat For Humanity, Inc. were transferred to Greenwood-Leflore Fuller Center For Housing, Inc.;

You are hereby authorized and requested to enter satisfaction of and cancel of record that certain Deed of Trust particularly described as follows:

Lien of deed of trust dated November 30th, 1995, executed by John W. Shute and Annette O. Shute for the benefit of Greenwood-Leflore Habitat For Humanity, Inc., securing an indebtedness in the original principal sum of \$20,621.93, filed for record on December 29<sup>th</sup>, 1995 at 9:00 A.M., and recorded in Book 446, Page 176 of the Records of Mortgages and Deeds of Trust on Land in Leflore County, Mississippi.

Said satisfaction and cancellation does hereby release and forever discharge from the lien of said deed of trust of the property therein conveyed which is described as follows, to-wit:

Lot 33 of the Second Chapman Subdivision, Leflore County, Mississippi.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed in its behalf by its officers thereunto duly authorized on this the 12th day of July, 2013.

Greenwood-Leflore Fuller Center For Housing, Inc.

By: Moss B. Melton

Moss B. Melton, President

STATE OF MISSISSIPPI

COUNTY OF LEFLORE

THIS DAY PERSONALLY APPEARED BEFORE ME, the undersigned notary in and for the state and county aforesaid, the within named Moss B. Melton, who serves as the President of Greenwood-Leflore Fuller Center For Housing, Inc., A Mississippi Corporation, who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned after first being authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the 12th day of July, 2013.

Salvina M. Curran  
NOTARY PUBLIC

MY COMMISSION EXPIRES:



INDEXING INSTRUCTIONS:

Lot 33 of the Second Chapman Subdivision, Leflore County, Mississippi.

This Instrument was prepared by:

Moss B. Melton  
P.O. Box 534  
Greenwood, MS 38935  
662-453-8016

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CITIMORTGAGE, INC. S/I/I BY MERGER TO ABN AMRO MORTGAGE GROUP, INC. TO BETTY THOMPSON & TIMOTHY C. THOMPSON

State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 16 2013 11:15:00AM  
In Deed of Trust  
Book 0763 Page 36  
Sam Abraham, Chancery Clerk  
By: Diana Kelly D.C.

Recording Requested By: VERDUGO TRUSTEE SERVICE CORPORATION

Prepared By: DENNIS MYERS, VERDUGO TRUSTEE SERVICE CORP PO BOX 10003,  
HAGERSTOWN, MD 21747-0003 1-800-283-7918  
When Recorded Return To: BETTY THOMPSON, TIMOTHY C THOMPSON 297 RED EAGLE CIR,  
RIDGELAND, MS 39157-9774



**DEED OF RELEASE**

CITIMORTGAGE, INC. #:0615497389 "THOMPSON" Lender ID:03384/719490275 Leflore, Mississippi

KNOW ALL MEN BY THESE PRESENTS that CITIMORTGAGE, INC. SUCCESSOR IN INTEREST BY MERGER TO ABN AMRO MORTGAGE GROUP, INC. at 14700 CITICORP DRIVE, MC 1020, HAGERSTOWN, MD 21742 Phone: 1-800-283-7918 holder of a certain Deed of Trust, whose parties, dates and recording information are below, does hereby acknowledge that it has received full payment and satisfaction of the same, and in consideration thereof, does hereby Cancel, discharge and Reconvey said Deed of Trust, and the estate, title and interest now held by it under said Deed of Trust without warranty, to the person legally entitled thereto.

Original Trustor: BETTY THOMPSON AND TIMOTHY C THOMPSON HUSBAND AND WIFE Address: 297 RED EAGLE CIR, RIDGELAND, MS 39157-9774 Phone: (601)479-1176

Original Beneficiary: ABN AMRO MORTGAGE GROUP, INC. Address: 2600 W. BIG BEAVER ROAD TROY, MI 48084 Phone: NOT AVAILABLE

Original Trustee: BOBBY F. FISHER, JR. at Address: NOT AVAILABLE NOT AVAILABLE, MS N/A Phone: NOT AVAILABLE

Dated: 06/13/2001 Recorded on 06/18/2001 as in Book/Reel/Liber: 538 Page/Folio: 406 as Instrument No.: N/A

In the Records of the County Recorder of Leflore Mississippi

Property Address: 204 COTTON ST, ITTA BENA, MS 38941  
Indexing Instructions: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned, by the officer duly authorized, has duly executed the foregoing instrument.

CITIMORTGAGE, INC. SUCCESSOR IN INTEREST BY MERGER TO ABN AMRO MORTGAGE GROUP, INC.

On July 8th, 2013

By: [Signature]  
SHAWN LYERLY, VICE PRESIDENT

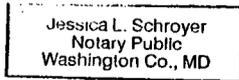


STATE OF Maryland  
COUNTY OF Washington

On July 8th, 2013, before me, JESSICA L. SCHROYER, a Notary Public in and for Washington in the State of Maryland, personally appeared SHAWN LYERLY, VICE PRESIDENT, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

[Signature]  
JESSICA L. SCHROYER  
Notary Expires: 02/22/2017



(This area for notarial seal)

State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 16 2013 11:15:00AM  
In *Deed of Trust*  
Book 0763 Page 37  
Sam Abraham, Chancery Clerk  
By: *Samuel Kelly* D.C.



\*\*\*\*\*034007012013\*

WHEN RECORDED MAIL TO: Planters Bank & Trust Company, Indianola Branch, P.O. Box 31, Indianola, MS 38751. Tel. (662) 887-3363

This Deed of Trust prepared by: ALAN HARGETT, Planters Bank & Trust Company, P.O. Box 31, Indianola, MS 38751. (662) 887-3363

INDEXING INSTRUCTIONS: 1.29 acres located in Section 20, Township 19 North, Range 1 West, Leflore County, Mississippi.

FOR RECORDER'S USE ONLY

DEED OF TRUST

This Deed of Trust secures a line of credit as defined in Miss. Code Ann. Section 89-1-49 and shall not be extinguished until the conditions of Miss. Code Ann. Section 89-5-21 are met.

GRANTOR: John W Mcpherson, Jr, P O Box 690, Indianola, MS 38751, Tel. (662) 884-5003

LENDER / BENEFICIARY: Planters Bank & Trust Company, Indianola Branch, P.O. Box 31, Indianola, MS 38751, Tel. (662) 887-3363

TRUSTEE: W. Dean Balk, 200 Second St, Indianola, MS 38751, Tel. (662) 887-3312

THIS DEED OF TRUST is dated July 1, 2013, among John W Mcpherson, Jr, whose address is P O Box 690, Indianola, MS 38751 ("Grantor"); Planters Bank & Trust Company (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and W. Dean Balk (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary, with power of sale, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in LEFLORE County, State of Mississippi:

See EXHIBIT A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 101 SUNFLOWER ROAD, ITTA BENA, MS 38941.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related

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Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and

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payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Mississippi law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or

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replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or

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the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee

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a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to

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declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**Sale of Property.** Grantor waives the provisions of Section 89-1-55, Mississippi Code of 1972, as amended, and any successor provisions, as far as said Section restricts the right of Trustee to offer at sale more than one hundred and sixty acres at a time, and Trustee may offer the Property as a whole or in part and in such order as the Trustee may deem best, regardless of the manner in which it may be described.

**Foreclosure.** With respect to all or any part of the Real Property, the Trustee shall, at the request of Lender, sell the Real Property after giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972, as amended, and any successor provisions, and execute a deed to the purchaser of the Real Property. Out of the proceeds arising from the sale, the costs and expenses of executing this Deed of Trust, including a reasonable Trustee's fee and the attorneys' fees prescribed in the Note or in this Deed of Trust, shall first be paid; next the amount of the Indebtedness then remaining unpaid shall be paid; and, lastly, any balance remaining shall be paid to Grantor or to Grantor's representatives agents or assigns.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor

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**DEED OF TRUST  
(Continued)**

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also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of LEFLORE County, State of Mississippi. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**NOTICES.** Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Mississippi without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Mississippi.

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**DEED OF TRUST  
(Continued)**

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**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waive Jury.** All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Mississippi as to all Indebtedness secured by this Deed of Trust.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Beneficiary.** The word "Beneficiary" means Planters Bank & Trust Company, and its successors and assigns.

**Borrower.** The word "Borrower" means John W Mcpherson, Jr and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Default.** The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Grantor.** The word "Grantor" means John W Mcpherson, Jr.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their

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**DEED OF TRUST  
(Continued)**

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quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

**Lender.** The word "Lender" means Planters Bank & Trust Company, its successors and assigns.

**Note.** The word "Note" means the promissory note dated July 1, 2013, in the original principal amount of \$700,203.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is July 1, 2014. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "Trustee" means W. Dean Belk, whose address is 200 Second St, Indianola, MS 38751 and any substitute or successor trustees.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.**

**GRANTOR:**

x   
John W. McPherson, Jr

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DEED OF TRUST  
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Mississippi )  
 ) SS  
COUNTY OF Sunflower )

Personally appeared before me, the undersigned authority in and for the said County and State, on this \_\_\_\_\_ day of July, 2013, within my jurisdiction, the within named John W Mcpherson, Jr. who acknowledged that he or she signed, executed and delivered the above and foregoing Deed of Trust for the purposes mentioned on the day and year therein mentioned.

Barbara Ann Bingham  
NOTARY PUBLIC

My Commission Expires:  
11/7/2016



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EXHIBIT A

That certain parcel of ground in the Town of Itta Bena, Leflore County, Mississippi, described as follows, to-wit:

Commence at the Quarter Section post between Sections 19 and 20 in Township 19 North, Range 1 West, and run North 3°15' West for a distance of 456 feet to the center of the main track of the Haley-Rucker logging railroad thence run South 82°15' East with the centerline of said Haley-Rucker Railroad for a distance of 1863.5 feet; thence South 11° East 12.5 feet to the South boundary of the right-of-way of said Haley-Rucker Railroad, which point is the point of beginning of the following described plot of ground;

Run thence South 11° West 151.3 feet to the North side of Hobson Street in the Town of Itta Bena, thence South 79° East along the North side of Hobson Street 310.25 feet to the West side of the gravel road, thence run North 5°30' West along the West side of said road to the Haley-Rucker Railroad right-of-way, thence along the Southern boundary of said right-of-way in a Westerly direction for a distance of 359.5 feet to the point of beginning, said plot of ground containing 1.29 acres and is located in Section 20, Township 19 North, Range 1 West, Leflore County, Mississippi, together with all improvements located thereon. Being the property conveyed to E. L. Fondren by A. H. Bell on August 31, 1945, by deed recorded in Book 84, Page 228 of the Land Deed Records of Leflore County, Mississippi.

SIGNED FOR IDENTIFICATION:

*John W. McPherson, Jr.*  
JOHN W. MCPHERSON, JR.

ANNA RAEGAN JONES

TO

PRIMELENDING/MERS

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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 16 2013 01:00:00PM  
In *Deed of Trust*  
Book 0763 Page 49  
Sam Abraham, Chancery Clerk  
By: *Niane Kelly* D.C.

Prepared By:  
SHERIKA MAYS  
POLUNSKY BEITEL GREEN, LLP  
18111 PRESTON ROAD, SUITE 900  
DALLAS, TX 75252  
(888) 812-2711

After Recording Return To:  
PRIMELENDING, A PLAINSCAPITAL  
COMPANY  
18111 PRESTON ROAD, SUITE 900  
DALLAS, TX 75252  
(888) 812-2711  
ATTN: FINAL DOCUMENTS

[Space Above This Line For Recording Data]

**DEED OF TRUST**

JONES  
Loan #: 21251100786  
PIN: 08510010100700  
MIN: 100053601313697566  
MERS Phone: 1-888-679-6377

**Grantor(s):** ANNA RAEGAN JONES AN UNMARRIED WOMAN  
Address: 803 MARJORIE LANE, GREENWOOD, MS 38930-3222  
Phone: (662) 299-5792

**Grantee:** Mortgage Electronic Registration Systems, Inc.  
Address: 1901 E VoorHees Street, Suite C, Danville, IL 61834 Phone: 1-888-679-6377

**Lender:** PRIMELENDING, A PLAINSCAPITAL COMPANY  
Address: 18111 PRESTON ROAD, SUITE 900, DALLAS, TX 75252  
Phone: (888) 812-2711

**Trustee:** ALLAN B. POLUNSKY  
Address: 17806 I.H. 10 WEST, SUITE 450, SAN ANTONIO, TX 78257  
Phone: \_\_\_\_\_

**Legal Description:** SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN  
FOR ALL PURPOSES

**INDEXING INSTRUCTIONS:** Lots 1 and 2 and 5' off east side of Lot 3, Block Q,  
**DEFINITIONS** Wilson & Harris Addition, Greenwood, MS

MISSISSIPPI-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
334.25 Page 1 of 16

Form 3025 1/01



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Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JULY 15, 2013, together with all Riders to this document.

(B) "Borrower" is ANNA RAEGAN JONES AN UNMARRIED WOMAN. Borrower is the trustor under this Security Instrument.

(C) "Lender" is PRIMELENDING, A PLAINSCAPITAL COMPANY. Lender is a CORPORATION organized and existing under the laws of TEXAS. Lender's address is 18111 PRESTON ROAD, SUITE 900, DALLAS, TX 75252.

(D) "Trustee" is ALLAN B. POLUNSKY.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and MERS has a mailing address of P.O. Box 2026, Flint, MI 48501-2026 and a street address of 1901 E Voorhees Street, Suite C, Danville, IL 61834. The MERS telephone number is (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated JULY 15, 2013. The Note states that Borrower owes Lender SIXTY-NINE THOUSAND FIVE HUNDRED AND 00/100 Dollars (U.S. \$69,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 1, 2043.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- Condominium Rider
- Planned Unit Development Rider
- Other(s) [specify]
- Second Home Rider
- Biweekly Payment Rider

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller

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machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

**(M) "Escrow Items"** means those items that are described in Section 3.

**(N) "Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

**(O) "Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

**(P) "Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

**(Q) "RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

**(R) "Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY (Type of Recording Jurisdiction) of LEFLORE (Name of Recording Jurisdiction):

**SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES**

which currently has the address of **803 MARJORIE LANE, GREENWOOD, MS 38930-3222** ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security

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Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.**

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.**

Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a

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sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower

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any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any

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particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender

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otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

**(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for**

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**Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.**

**(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.**

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that

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owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of the payments from third persons, entities or Successors in Interest of Borrower, in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted

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so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior

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written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged, and Borrower may require to pay the sums secured by this Security Instrument in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the

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other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or

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before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give Borrower, in the manner provided in Section 15, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by Applicable Law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in LEFLORE County as Trustee designates in the notice of sale in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. If Trustee is requested to cancel this Security Instrument, all notes evidencing debt secured by this Security Instrument shall be surrendered to Trustee. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

*Anna Raegan Jones* 7/15/13  
- BORROWER ANNA RAEGAN JONES

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[Space Below This Line For Acknowledgment]

STATE OF MISSISSIPPI

COUNTY OF LEFLORE

Personally appeared before me, the undersigned authority in and for the said county and state, on this day of 15<sup>th</sup> day of July, 2013, within my jurisdiction, the within named ANNA RAEGAN JONES AN UNMARRIED WOMAN, who acknowledged that he/she/they executed the above and foregoing instrument.

Becky W. Bowen  
Notary Public

My Commission Expires: 11/28/13



*Handwritten initials/signature*

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**EXHIBIT "A" TO DEED OF TRUST**

Lots One (1) and Two (2) and five feet (5') off the east side of Lot Three (3) in Block Q, Wilson and Harris Addition to the City of Greenwood, in Leflore County, Mississippi, as said addition is shown upon the map of same in Plat Book 1 at Page 21 of the Records of Maps of Leflore County, Mississippi.

**SIGNED FOR IDENTIFICATION:**

*Anna Raegan Jones 7/15/13*  
ANNA RAEGAN JONES

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PAULINE MINGO

TO

FBT MORTGAGE, L.L.C./MERS

State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 16 2013 03:12:00PM  
In *Deed of Trust*  
Book 0763 Page 66  
Sam Abraham, Chancery Clerk  
By: *Siani Kelly* D.C.

[Space Above This Line For Recording Data]

Loan No: 130618001  
Borrower: PAULINE MINGO

Data ID: 663

Return to:  
FBT MORTGAGE  
ATTENTION: CLOSING DEPT.  
6911 WASHINGTON AVE. SUITE B  
OCEAN SPRINGS, MS 39564

Beneficiary:  
FBT MORTGAGE, L.L.C.  
6911 WASHINGTON AVE STE B  
OCEAN SPRINGS, MISSISSIPPI 39564  
228-872-1020

Prepared by:  
Middleberg, Riddle & Gianna  
717 N. Harwood, Suite 2400  
Dallas, TX 75201  
214/220-6300

Trustee:  
MICHAEL L. RIDDLE  
717 NORTH HARWOOD, SUITE 2400,  
DALLAS, TEXAS 75201 214-220-6300

DEED OF TRUST MIN: 100199701306180011

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated July 12, 2013, together with all Riders to this document.

(B) "Borrower" is PAULINE MINGO, A SINGLE PERSON, whose address is 1109 W JEFFERSON AVE, GREENWOOD, MISSISSIPPI 38930 and whose phone number is 662-453-4486. Borrower is the trustor under this Security Instrument.

(C) "Lender" is FBT MORTGAGE, L.L.C.. Lender is A LIMITED LIABILITY COMPANY organized and existing under the laws of the State of MISSISSIPPI. Lender's address is 6911 WASHINGTON AVE STE B, OCEAN SPRINGS, MS 39564.

(D) "Trustee" is MICHAEL L. RIDDLE.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has a mailing address of P.O. Box 2026, Flint, MI 48501-2026, and a street address of 1901 E Voorhees Street, Suite C, Danville, IL 61834. The MERS telephone number is (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated July 12, 2013. The Note states that Borrower owes Lender SEVENTY-SIX THOUSAND TWENTY and NO/100----Dollars (U.S. \$ 76,020.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 1, 2043.

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(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

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(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of LEFLORE:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which currently has the address of 1109 W JEFFERSON AVE,

GREENWOOD, MISSISSIPPI

[Street]

38930

("Property Address"):

[City]

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

MISSISSIPPI - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

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Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give Borrower, in the manner provided in Section 15, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by Applicable Law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in LEFLORE County as Trustee designates in the notice of sale in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

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23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. If Trustee is requested to cancel this Security Instrument, all notes evidencing debt secured by this Security Instrument shall be surrendered to Trustee. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

*Pauline Mingo* .....(Seal)  
PAULINE MINGO —Borrower

\_\_\_\_\_[Space Below This Line For Acknowledgment]\_\_\_\_\_

State of MISSISSIPPI §  
County of *Leflore* §

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12 day of July, 2013, within my jurisdiction, the within named PAULINE MINGO who acknowledged that she executed the above and foregoing instrument.



*Florence M. Nunley*  
Notary Public  
*Florence M. Nunley*  
(Printed Name)

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**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTY**

Lot Five (5) in Block Six (6) of the Wagner Addition to the City of Greenwood, Leflore County, Mississippi, as the same is shown upon the map of Addition, recorded in Plat Book 4, at page 47, of the Records of Maps on file in the office of the Chancery Clerk of Leflore County, Mississippi.

INDEXING INSTRUCTIONS: Lot 5, Block 6, Wagner Addition, Greenwood, MS  
PARCEL NO. 08509030500500

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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 16 2013 03:12:00PM  
In Deed of Trust  
Book 0763 Page 79  
Sam Abraham, Chancery Clerk  
By: Diane Kelly D.C.

**Return To:**  
Post Closing Department, Regions Bank d/b/a Regions Mortgage  
2050 Parkway Office Circle Birmingham, AL 35244  
**Prepared By:**  
Barbara A Foulks-May  
80 TechnaCenter Drive Montgomery, AL 36117  
(334) 270-6853  
**Indexing Instructions:**  
Full Legal Description is located on page: 3

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**Deed of Trust**

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**Date of Document:**  
July 9, 2013

**Borrower(s):**  
F.R. Morgan, III and Jeanette B Morgan, Husband and Wife

723 Sumner Ave., Greenwood, MS 38930

(662) 633-0340 (See additional Info attached)

**Lender:**  
Regions Bank d/b/a Regions Mortgage

2050 Parkway Office Circle, Birmingham, AL 35244

(800) 986-2462

**Trustee:**  
Denise McLaurin

215 Forrest Street, Hattiesburg, MS, 39401



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**Deed of Trust Continuation**

**Borrower(s):**

**F.R. Morgan, III and Jeanette B Morgan, Husband and Wife**

**Morgan, Jeanette B  
723 Sumner Ave. Greenwood, MS 38930  
(662)453-1713**

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**Return To:**

Post Closing Department, Regions Bank d/b/a Regions Mortgage  
2050 Parkway Office Circle Birmingham, AL 35244

**Prepared By:**

Barbara A Foulks-May  
80 TechnaCenter Drive Montgomery, AL 36117  
(334) 270-6853

**Indexing Instructions:**

Full Legal Description is located on page: 3

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## Deed of Trust

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**Definitions**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) **"Security Instrument"** means this document, which is dated July 9, 2013, together with all Riders to this document.
- (B) **"Borrower"** is F.R. Morgan, III and Jeanette B Morgan, Husband and Wife

Borrower is the trustor under this Security Instrument.

- (C) **"Lender"** is Regions Bank d/b/a Regions Mortgage



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Lender is a state chartered association organized and existing under the laws of the state of Alabama  
 Lender's address is 2050 Parkway Office Circle, Birmingham, AL 35244

Lender is the beneficiary under this Security Instrument.

- (D) "Trustee" is Denise McLaurin
- (E) "Note" means the promissory note signed by Borrower and dated July 9, 2013. The Note states that Borrower owes Lender two hundred thirty-two thousand seven hundred sixty and 00/100 Dollars (U.S. \$ 232,760.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 1, 2043
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:
 

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input checked="" type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]
- (I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (L) "Escrow Items" means those items that are described in Section 3.
- (M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for:
  - (i) damage to, or destruction of, the Property;
  - (ii) condemnation or other taking of all or any part of the

Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

- (N) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (O) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (P) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (Q) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**Transfer of Rights in the Property**

This Security Instrument secures to Lender: (i) the repayment of the loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County

of **Leflore**

(Type of Recording Jurisdiction)

(Name of Recording Jurisdiction)

See Exhibit A attached hereto and made a part hereof for all purposes.

**Parcel ID Number:**  
723 Sumner Ave  
Greenwood  
("Property Address"):

which currently has the address of  
(City), Mississippi 38930- (Street)  
(Zip Code)

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**Uniform Covenants.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal Interest, Escrow Items, Prepayment Charges, and Late Charges.**

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

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If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or

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Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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- 6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
- 7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

- 8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender or failed to provide Lender with material information in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.
- 9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premium required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement

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provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

- (a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.
- (b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

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In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

- 12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.
- 13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

- 14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

- 15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.
- 16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such

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conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

- 17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.
- 18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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- 20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

- 21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products)

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Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**Non-Uniform Covenants.** Borrower and Lender further covenant and agree as follows:

- 22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give Borrower, in the manner provided in Section 15, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by Applicable Law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in Leflore County as Trustee designates in the notice of sale in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

- 23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. If Trustee is requested to cancel this Security Instrument, all notes evidencing debt secured by this Security Instrument shall be surrendered to Trustee. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

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24. **Substitute Trustee.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

F.R. Morgan III (Seal)  
F.R. Morgan III -Borrower

Jeanette B Morgan (Seal)  
Jeanette B Morgan -Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

Refer to the attached *Signature Addendum* for additional parties and signatures.

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**Acknowledgment**

State of Mississippi

County of Leflore

Personally appeared before me, the undersigned authority in and for said county and state, on July 9, 2013, within my jurisdiction, the within named F.R. Morgan III, Jeanette B Morgan

who acknowledged that he/she/they executed the above and foregoing instrument.

Florence M. Nunley  
Notary Public

My commission expires: 6/10/17



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**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTY**

Lot Twenty-Eight (28) in Part No. 4 of the Whittington Northeast Addition to the City of Greenwood, Leflore County, Mississippi, as said lot is shown upon the map of said Addition recorded in Plat Book 6 at page 57 of the Records of Maps of Leflore County, Mississippi.

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VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER is made this 9th day of July, 2013, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to Regions Bank d/b/a Regions Mortgage

(herein "Lender") and covering the Property described in the Security Instrument and located at 723 Sumner Ave, Greenwood, MS 38930-

[Property Address]

VA GUARANTEED LOAN COVENANT: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of Borrower and Lender. Any provisions of the Security Instrument or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations, including, but not limited to, the provision for payment of any sum in connection with prepayment of the secured indebtedness and the provision that the Lender may accelerate payment of the secured indebtedness pursuant to Covenant 18 of the Security Instrument, are hereby amended or negated to the extent necessary to conform such instruments to said Title or Regulations.

0899092313

232360358965

MULTISTATE VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

Wolters Kluwer Financial Services  
VMP 53 8R (0405).01 10/03  
Page 1 of 3 Initials: *ZRM JBm*



CL - M/S VA ASSUMPTION POLICY RIDER

100

**LATE CHARGE:** At Lender's option, Borrower will pay a "late charge" not exceeding four per centum (4%) of the overdue payment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

**GUARANTY:** Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits," the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

**TRANSFER OF THE PROPERTY:** This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

(a) **ASSUMPTION FUNDING FEE:** A fee equal to ~~one-half~~ ( 0.500 %) of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (c).

(b) **ASSUMPTION PROCESSING CHARGE:** Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies.

(c) **ASSUMPTION INDEMNITY LIABILITY:** If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

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VMP #53 8R (040 5).01

Page 2 of 3

Initials: Am III

101

IN WITNESS WHEREOF, Borrower(s) has executed this VA Guaranteed Loan and Assumption Policy Rider.

*F.R. Morgan III*  
F.R. Morgan III

-Borrower

*Jeanette B Morgan*  
Jeanette B Morgan

-Borrower

\_\_\_\_\_  
-Borrower

\_\_\_\_\_  
-Borrower

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-Borrower

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-Borrower

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-Borrower

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-Borrower

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VMP®-53 8R (040 5).01

Page 3 of 3

102

State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 17 2013 10:43:00AM  
In Deed of Trust  
Book 0763 Page 102  
Sam Abraham, Chancery Clerk  
By: Diana Kelly D.C.

This Instrument prepared by and is to be returned to:

RICHARD A. OAKES  
MS BAR #3894  
BURGOON & OAKES, P.C.  
ATTORNEYS AT LAW  
P.O. DRAWER 1640  
GREENWOOD, MS 38935-1640

GRANTOR:

BANK OF COMMERCE  
P. O. BOX 546  
GREENWOOD, MS 38935-0546  
(662) 453-4142

GRANTEE:

S & K PROPERTIES, LLC  
721 SUMNER AVENUE  
GREENWOOD, MS 38930  
(662) 392-4363

ASSIGNMENT

FOR A LAWFUL AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, **BANK OF COMMERCE**, a Mississippi Banking Corporation, does hereby transfer, assign, set over and deliver unto **S & K PROPERTIES, LLC**, the following:

Deed of Trust dated January 4, 2006, executed by Charlie Hays and Joann Craft Hays to Richard A. Oakes, Trustee for S & K Properties, LLC, a Mississippi Limited Liability Company, securing an indebtedness in the original principal sum of \$27,000.00, filed for record January 5, 2006, at 3:52 p.m., and recorded in Book 642, Page 488 of the Records of Mortgages and Deeds of Trust on Land in Leflore County, Mississippi;

together with the promissory note, vendor's lien, debts and claims secured by said Deed of Trust and all monies due or to become due thereunder, with interest thereon.

WITNESS THE SIGNATURE OF THE UNDERSIGNED on this the 12<sup>th</sup> day of July, 2013.

BANK OF COMMERCE

BY:   
MARK VEMER, VICE PRESIDENT

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STATE OF MISSISSIPPI  
COUNTY OF LEFLORE

This day personally appeared before me, the undersigned authority at law in and for the above named county and state, the within named, **MARK VEMER**, who is a Vice President of BANK OF COMMERCE, a Mississippi Banking Corporation, and that for and on behalf of said bank, he signed and delivered the above and foregoing instrument on the day and year therein mentioned, for the purposes therein mentioned, after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this, the 12<sup>th</sup> day of July, 2013.



James K. Smith  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Feb. 16, 2014

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PLANTERS BANK & TRUST COMPANY TO

JOSEPH W. AKA J. W. FENNELL, JR. & BETTY JANE FENNELL

State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 17 2013 11:25:00AM  
In Deed of Trust  
Book 0763 Page 104  
Sam Abraham, Chancery Clerk  
By: Diana Kelly D.C.

This document prepared by: Jim Quinn, Planters Bank & Trust Company, 915 Medallion Drive, Greenwood, MS 38930 (662) 453-1812

Return To: Planters Bank & Trust Company, Attn: Celia Pentecost, 915 Medallion Drive, Greenwood, MS 38930 (662) 455-7345

Indexing Instructions: L3, B11, Pitchford-Harris Addition to the City of Greenwood, Leflore County, MS

Grantor: Joseph W Fennell, Jr AKA J W Fennell, Jr and Betty Jane Fennell, 10268 County Road 8, Minter City, MS 38944 (662) 658-4863

Lender/ Beneficiary: Planters Bank & Trust Company, 915 Medallion Drive, Greenwood, MS 38930 (662) 453-1812

Trustee: W. Dean Belk, 200 Second St., Indianola, MS 38751 (662) 887-3312

**RELEASE OF DEED OF TRUST**

To The Chancery Clerk of Leflore County, Mississippi:

You are hereby authorized and directed to mark satisfied and cancelled of record, by marginal entry thereon the deeds of trust executed by:  
Joseph W Fennell, Jr AKA J W Fennell, Jr and Betty Jane Fennell

To: Planters Bank & Trust Company of record:

Dated: May 10, 2012

Book/Instrument: 741

Page: 508

The indebtedness secured by said deeds of trust was owned and held by Planters Bank & Trust Company and was never assigned.

Witness the signature of the duly authorized officer of Planters Bank & Trust Company on this the 16th day of July, 2013.

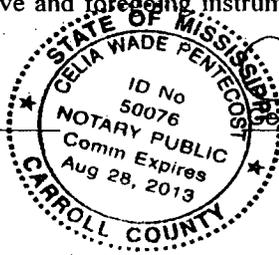
Planters Bank & Trust Company  
By: [Signature]  
Jim Quinn, President

State of Mississippi

County of Carroll

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16th day of July, 2013, within my jurisdiction, the within named Jim Quinn, who acknowledged that he/she is President of Planters Bank & Trust Company, a State Bank, and that for and on behalf of the said bank, and as its act and deeds he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

My Commission Expires: August 28, 2013



Celia Wade Pentecost  
Celia Wade Pentecost  
Notary Public

PLANTERS BANK & TRUST COMPANY

TO

WESLEY JAMES HOWARD & COURTNEY COOPER HOWARD

105

State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 17 2013 11:25:00AM  
In Deed of Trust  
Book 0763 Page 105  
Sam Abraham, Chancery Clerk  
By: Diana Kelly D.C.

This document prepared by: Dustin Sullivan, Planters Bank & Trust Company, 915 Medallion Drive, Greenwood, MS 38930 (662) 453-1812

Return To: Planters Bank & Trust Company, Attn: Celia Pentecost, 915 Medallion Drive, Greenwood, MS 38930 (662) 455-7345

Indexing Instructions: L20 in BG of the Wilson and Harris Addition, City of Greenwood, Leflore County, Mississippi

Grantor: Wesley James Howard and Courtney Cooper Howard, 505 Crockett Drive, Greenwood, MS 38930, (662) 689-0920

Lender/ Beneficiary: Planters Bank & Trust Company, 915 Medallion Drive, Greenwood, MS 38930 (662) 453-1812

Trustee: W. Dean Belk, 200 Second St., Indianola, MS 38751 (662) 887-3312

**RELEASE OF DEED OF TRUST**

To The Chancery Clerk of Leflore County, Mississippi :

You are hereby authorized and directed to mark satisfied and cancelled of record, by marginal entry thereon the deeds of trust executed by:  
Wesley James Howard and Courtney Cooper Howard

To: Planters Bank & Trust Company of record:

Dated: April 22, 2011

Book/Instrument: 726

Page: 133

The indebtedness secured by said deeds of trust was owned and held by Planters Bank & Trust Company and was never assigned.

Witness the signature of the duly authorized officer of Planters Bank & Trust Company on this the 16th day of July, 2013

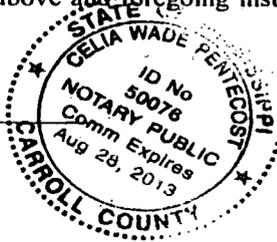
Planters Bank & Trust Company  
By: Dustin Sullivan  
Dustin Sullivan, Loan Officer

State of Mississippi :

County of Carroll :

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16th day of July, 2013, within my jurisdiction, the within named Dustin Sullivan, who acknowledged that he/she is Loan Officer of Planters Bank & Trust Company, a State Bank, and that for and on behalf of the said bank, and as its act and deeds he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

My Commission Expires: August 28, 2013



Celia Wade Pentecost  
Celia Wade Pentecost  
Notary Public

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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 17 2013 11:25:00AM  
In *Deed of Trust*  
Book 0763 Page 106  
Sam Abraham, Chancery Clerk  
By: *Siara Kelly* D.C.

Deed of Trust

Prepared By:  
Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Return to:  
Bank of Commerce  
P O Box 546  
Greenwood, Ms 38935-0546  
662-453-4142

Grantor Information:  
Sherrie Holman Peel  
209 East Monroe  
Greenwood, MS 38930  
Ph: 662-299-9016

Grantee Information:  
Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Borrower Information:  
Sherrie Holman Peel  
209 East Monroe  
Greenwood, MS 38930  
Ph: 662-299-9016

Trustee Information:  
Terry W Green  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Beneficiary Information:  
Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Other Party to Instrument:

Indexing Instructions: This property should be indexed as West Half of Lot Seven (7), Block 14 of the Boulevard Addition to the City of Greenwood, Leflore County, Mississippi,

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THIS INSTRUMENT PREPARED BY:  
Bank of Commerce  
P.O. Box 546  
310 Howard Street  
Greenwood, MS 35935-0546  
(662)453-4142

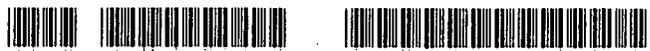
AFTER RECORDING RETURN TO:  
Bank of Commerce  
P.O. Box 546  
310 Howard Street  
Greenwood, MS 38935-0546

(Space Above This Line For Recording Data)

LOAN NUMBER: 74283

**DEED OF TRUST  
THIS DEED OF TRUST CONTAINS A FUTURE ADVANCE CLAUSE**

THIS DEED OF TRUST ("Security Instrument") is made on July 10, 2013. The grantor is SHERRIE HOLMAN PEEL, an individual who is either single or whose spouse doesn't hold any ownership interest, whose address is 209 EAST MONROE, GREENWOOD, Mississippi 38930 ("Borrower"). Borrower is not necessarily the same as the Person or Persons who sign the Note. The obligations of Borrowers who did not sign the Note are explained further in the section titled **Successors and Assigns Bound; Joint and Several Liability; Accommodation Signers**. The trustee is Terry W. Green - Bank of Commerce whose address is P.O. Box 546, 310 Howard Street, Greenwood, Mississippi 38935-0546 ("Trustee"). The beneficiary is Bank of Commerce, which is organized and existing under the laws of the State of Mississippi and whose address is 310 Howard Street, Greenwood, Mississippi 38935 ("Lender"). SHERRIE HOLMAN PEEL owes Lender a principal sum of money evidenced by a note, consumer loan agreement, or similar writing dated the same date as this Security Instrument (the "Note"), which provides for periodic payments ("Periodic Payments"), with the full debt, if not paid earlier, due on July 9, 2018. The note, consumer loan agreement, or similar writing, and any future debt or obligation of Borrower to Lender as set forth in the Section titled **Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges** below (the "Secured Indebtedness"), is secured by this Security Instrument in an amount not to exceed a **MAXIMUM PRINCIPAL AMOUNT** of Eighty-eight Thousand Eight Hundred Fifty-nine and 29/100 Dollars (U.S. \$88,859.29). This Maximum Principal Amount does not include interest or other fees and charges made pursuant to this Security Instrument, nor does it include advances made under the terms of the Security Instrument to protect Lender's security or to perform any of the covenants contained herein. This Security Instrument secures to Lender the repayment of the Secured Indebtedness, and the performance of Borrower's covenants and agreements under this Security Instrument and the Secured Indebtedness. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, including future advances, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced to protect the security of this Security Instrument under the provisions of the section titled



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**Protection of Lender's Rights in the Property;** and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants, conveys, warrants, bargains, sells, transfers, pledges and assigns to Trustee, in trust, with power of sale, the following described property located in the County of Leflore, State of Mississippi:

Address: 209 EAST MONROE, GREENWOOD, Mississippi 38930

Legal Description: West Half of Lot Seven (7), Block 14 of the Boulevard Addition to the City of Greenwood, Leflore County, Mississippi, as same is shown upon the Map of said Addition recorded in Plat Book 2 at Page 19 of the Records of Maps of said county.

**Indexing Instructions: West Half of Lot 7, Block 14 of the Boulevard Addition to the City of Greenwood, Leflore County, Mississippi,**

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

**Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges.** This Security Instrument secures to Lender the repayment of Borrower's Note, Consumer Loan Agreement, Guaranty, or similar writing executed by Borrower to Lender, more particularly described as:

- Loan number 74283 with a principal amount of \$88,859.29

and all renewals, extensions, modifications and substitutions thereof. This Security Instrument also secures: all future advances of funds from Lender to Borrower as evidenced by any promissory note, consumer loan agreement, or similar writing that may hereafter be executed by Borrower to Lender; all future obligations of Borrower to Lender; all future obligations of Borrower to Lender that may be evidenced by any contract, guaranty, or other evidence of debt hereafter executed by Borrower, and if more than one Borrower/Mortgagor has executed this Security Instrument, any one of them, in favor of Lender; and all additional funds that may be advanced by Lender to protect Lender's security interest in the property, as provided under paragraph titled Protection of Lender's Rights in the Property of this Security Instrument. All of the foregoing shall be referred to as the Secured Indebtedness. Borrower shall promptly pay when due the principal and interest on the Secured Indebtedness, and any late charges and other loan charges that may become due under the terms of the Secured Indebtedness.

**Applicable Law.** As used in this Security Instrument, the term "Applicable Law" shall mean all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

**Application of Payments.** Unless Applicable Law provides otherwise, all payments received by Lender shall be applied: first, to any prepayment charges due under the Secured Indebtedness; second, to interest due; third, to principal due; and last, to any late charges due under the Secured Indebtedness.

**Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any.



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Borrower shall pay these obligations on time and directly to the person owed payment. At the request of Lender, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with section titled **Protection of Lender's Rights in the Property**.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if, in Lender's sole discretion, the restoration or repair is economically feasible and Lender's security is not lessened. If, in Lender's sole discretion, the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within the number of days prescribed by Applicable Law as set forth in a notice from Lender to Borrower that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The period of time for Borrower to answer as set forth in the notice will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in the section titled **Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges** or change the amount of the payments. If under the section titled **Acceleration; Remedies**, the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Secured Indebtedness. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.



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**Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this section, Lender does not have to do so.

Any amounts disbursed by Lender under this section shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate specified in the Secured Indebtedness and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or Applicable Law.

**Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless Applicable Law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within the minimum number of days established by Applicable Law after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.



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Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in the section titled **Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges** or change the amount of such payments.

**Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**Successors and Assigns Bound; Joint and Several Liability; Accommodation Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of section titled **Transfer of the Property or a Beneficial Interest in Borrower**. Borrower's covenants and agreements shall be joint and several. Any person who co-signs this Security Instrument but has no personal liability under the Secured Indebtedness ("Accommodation Signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey that Accommodation Signer's interest in the Property under the terms of the Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Secured Indebtedness without that Accommodation Signer's consent.

**Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Secured Indebtedness or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Secured Indebtedness.

**Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless Applicable Law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Borrower agrees to provide Lender with Borrower's most current mailing address, as it may change from time-to-time. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**Governing Law; Severability.** This Security Instrument shall be governed by federal law and the laws of the state of Mississippi. In the event that any provision or clause of this Security Instrument or the Secured Indebtedness conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Secured Indebtedness which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Secured Indebtedness are declared to be severable.

**Borrower's Copy.** Borrower shall be given one copy of this Security Instrument.

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) unless the Secured Indebtedness is assumable, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. If the Secured Indebtedness shows that Borrower's loan is assumable, Borrower must obtain Lender's written permission for an



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assumption and follow any other requirements of Lender related to an assumption. If Borrower does not do so, Lender may require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than the minimum number of days established by Applicable Law from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**Sale of Secured Indebtedness Change of Loan Servicer.** The Secured Indebtedness or a partial interest in the Secured Indebtedness (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects periodic payments due under the Secured Indebtedness and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Secured Indebtedness. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with the section titled **Notices** and Applicable Law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by Applicable Law.

**Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the state of Mississippi that relate to health, safety or environmental protection.

**Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under the section titled **Transfer of the Property or a Beneficial Interest in Borrower**, unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than the minimum number of days established by Applicable Law from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. To the extent permitted by law, the notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. To the extent permitted by law, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give Borrower, in the manner provided in the section titled **Notices**, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public



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advertisement for the time and in the manner prescribed by Applicable Law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in Leflore County as Trustee designates in the notice of sale in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. If Trustee is requested to cancel this Security Instrument, all notes evidencing debt secured by this Security Instrument shall be surrendered to Trustee. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

Oral Agreements Disclaimer. This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in all pages of this Security Instrument and in any Rider executed by Borrower and recorded with it.

Sherrie Holman Peel 7-10-13  
SHERRIE HOLMAN PEEL Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MISSISSIPPI )  
COUNTY OF alcorn )

Personally appeared before me, the undersigned authority in and for the said county and state, on this 7-12-13, within my jurisdiction, Sherrrie Holman Peel, an individual who is either single or whose spouse doesn't have a community property interest, who acknowledged that (he)(she) executed the above and foregoing instrument.

My commission expires:



3/19/2014

Identification Number

80553

Tabitha K Marlars

7/12/13

(Affix official seal)



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ANDRILL J. SMITH A/K/A  
ANDRILL JACKSON

TO SOUTHERN SECURITY FEDERAL  
CREDIT UNION

State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 17 2013 11:25:00AM  
In Deed of Trust  
Book 0763 Page 114  
Sam Abraham, Chancery Clerk  
By: Diane Kelly D.C.

### LAND DEED OF TRUST

PREPARED BY KEETON & EMBRY BOX 666 GRENADA MS 38901 226 1291 BAR #5226  
SECTIONAL INDEX INST: LOT 39 BLUE LAKE ADDITION NO 1

THIS INDENTURE, made and entered into this day by and between \_\_\_\_\_  
ANDRILL J. SMITH a/k/a ANDRILL JACKSON

whose address is 613 BRENTWOOD AVE GREENWOOD MS 38930 662-455-9458  
(Street No. or RFD No. and Box) City  
LEFLORE MS \_\_\_\_\_, as Grantor (herein designated as "Debtor"), and  
(County) (State)  
KEETON & EMBRY, PA , 224 1ST ST GRENADA MS 38901 662 226 1291

as Trustee, and SOUTHERN SECURITY FEDERAL CREDIT UNION 3337 SUMMER AVE  
\_\_\_\_\_ of MEMPHIS TN 901-452-7900 \_\_\_\_\_, Mississippi as Beneficiary  
38122  
(herein designated as "Secured Party"), WITNESSETH:

WHEREAS, Debtor is indebted to Secured Party in the full sum of FIFTY FOUR THOUSAND AND  
NO/100

Dollars (\$ 54,000.00 ) evidenced by HER promissory note of even date herewith  
in favor of Secured Party, bearing interest from DATE at the rate specified in the note \_\_\_\_\_,  
providing for payment of attorney's fees for collection if not paid according to the terms thereof and being due  
and payable as set forth below:

Payable in 120 equal consecutive monthly payments  
of \$521.00, each with the first of such payments  
being due on August 1, 2013 and on or before the  
1st of each succeeding month for a total of 120  
equal consecutive monthly payments. The maturity  
date is July 1, 2023.

WHEREAS, Debtor desires to secure prompt payment of (a) the indebtedness described above according  
to its terms and any extensions thereof, (b) any additional and future advances with interest thereon which  
Secured Party may make to Debtor as provided in Paragraph 1, (c) any other indebtedness which Debtor may  
now or hereafter owe to Secured Party as provided in Paragraph 2 and (d) any advances with interest which  
Secured Party may make to protect the property herein conveyed as provided in Paragraphs 3, 4, 5 and 6 (all  
being herein referred to as the "Indebtedness").

NOW THEREFORE, In consideration of the existing and future indebtedness herein recited, Debtor  
hereby conveys and warrants unto Trustee the land described below situated in the

City of GREENWOOD County of LEFLORE State of Mississippi:

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Lot 39, Blue Lake Addition No. 1, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Leflore County, Mississippi, in Plat Book 5 at Page 39 thereof, reference to which map or plat is hereby made in aid of and a part of this description.

together with all improvements and appurtenances now or hereafter erected on, and all fixtures of any and every description now or hereafter attached to, said land (all being herein referred to as the "Property"). Notwithstanding any provision in this agreement or in any other agreement with Secured Party, the Secured Party shall not have a nonpossessory security interest in and its Collateral or Property shall not include any household goods (as defined in Federal Reserve Board Regulation AA, Subpart B), unless the household goods are identified in a security agreement and are acquired as a result of a purchase money obligation. Such household goods shall only secure said purchase money obligation (including any refinancing thereof).

The indebtedness secured hereby may not be assumed, nor may the property described herein be sold or conveyed, in whole or in part, without secured party's prior written consent, and a breach of either of said conditions shall at secured party's option cause the entire indebtedness secured hereby to become due and payable.

THIS CONVEYANCE, HOWEVER, IS IN TRUST to secure prompt payment of all existing and future Indebtedness due by Debtor to Secured Party under the provisions of this Deed of Trust. If Debtor shall pay said Indebtedness promptly when due and shall perform all covenants made by Debtor, then this conveyance shall be void and of no effect. If Debtor shall be in default as provided in Paragraph 9, then, in that event, the entire Indebtedness, together with all interest accrued thereon, shall at the option of Secured Party, be and become at once due and payable without notice to Debtor, and Trustee shall, at the request of Secured Party, sell the Property conveyed, or a sufficiency thereof, to satisfy the Indebtedness at public outcry to the highest bidder for cash. Sale of the property shall be advertised for three consecutive weeks preceding the sale in a newspaper published in the county where the Property is situated, or if none is so published, then in some newspaper having a general circulation therein, and by posting a notice for the same time at the courthouse of the same county. The notice and advertisement shall disclose the names of the original debtors in this Deed of Trust. Debtors waive the provisions of Section 89-1-55 of the Mississippi Code of 1972 as amended, if any, as far as this section restricts the right of Trustee to offer at sale more than 160 acres at a time, and Trustee may offer the property herein conveyed as a whole, regardless of how it is described.

If the Property is situated in two or more counties, or in two judicial districts of the same county, Trustee shall have full power to select in which county, or judicial district, the sale of the property is to be made, newspaper advertisement published and notice of sale posted, and Trustee's selection shall be binding upon Debtor and Secured Party. Should Secured Party be a corporation or an unincorporated association, then any officer thereof may declare Debtor to be in default as provided in Paragraph 9 and request Trustee to sell the property. Secured Party shall have the same right to purchase the property at the foreclosure sale as would a purchaser who is not a party to this Deed of Trust.

From the proceeds of the sale Trustee shall first pay all costs of the sale including reasonable compensation to Trustee; then the Indebtedness due Secured Party by Debtor, including accrued interest and attorney's fees due for collection of the debt; and then, lastly, any balance remaining to Debtor.

IT IS AGREED that this conveyance is made subject to the covenants, stipulations and conditions set forth below which shall be binding upon all parties hereto.

1. This Deed of Trust shall also secure all future and additional advances which Secured Party may make to Debtor from time to time upon the security herein conveyed. Such advances shall be optional with Secured Party and shall be on such terms as to amount, maturity and rate of interest as may be mutually agreeable to both Debtor and Secured Party. Any such advance may be made to any one of the Debtors should there be more than one, and if so made, shall be secured by this Deed of Trust to the same extent as if made to all Debtors.

2. This Deed of Trust shall also secure any and all other Indebtedness of Debtor due to Secured Party with interest thereon as specified, or of any one of the Debtors should there be more than one, whether direct or contingent, primary or secondary, sole, joint or several, now existing or hereafter arising at any time before cancellation of this Deed of Trust. Such Indebtedness may be evidenced by note, open account, overdraft, endorsement, guaranty or otherwise.

3. Debtor shall keep all improvements on the land herein conveyed insured against fire, all hazards included within the term "extended coverage", flood in areas designated by the U.S. Department of Housing and Urban Development as being subject to overflow and such other hazards as Secured Party may reasonably require in such amounts as Debtor may determine but for not less than the Indebtedness secured by this Deed of Trust. All policies shall be written by reliable insurance companies acceptable to Secured Party, shall include standard loss payable clauses in favor of Secured Party and shall be delivered to Secured Party. Debtor shall promptly pay when due all premiums charged for such insurance, and shall furnish Secured Party the premium receipts for inspection. Upon Debtor's failure to pay the premiums, Secured Party shall have the right, but not the obligation, to pay such premiums. In the event of a loss covered by the insurance in force, Debtor shall promptly notify Secured Party who may make proof of loss if timely proof is not made by Debtor. All loss payments shall be made directly to Secured Party as loss payee who may either apply the proceeds to the repair or restoration of the damaged improvements or to the Indebtedness of Debtor, or release such proceeds in whole or in part to Debtor.

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4. Debtor shall pay all taxes and assessments, general or special, levied against the Property or upon the interest of Trustee or Secured Party therein, during the term of this Deed of Trust before such taxes or assessments become delinquent, and shall furnish Secured Party the tax receipts for inspection. Should Debtor fail to pay all taxes and assessments when due, Secured Party shall have the right, but not the obligation, to make these payments.

5. Debtor shall keep the Property in good repair and shall not permit or commit waste, impairment or deterioration thereof. Debtor shall use the Property for lawful purposes only. Secured Party may make or arrange to be made entries upon and inspections of the Property after first giving Debtor notice prior to any inspection specifying a just cause related to Secured Party's interest in the Property. Secured Party shall have the right, but not the obligation, to cause needed repairs to be made to the Property after first affording Debtor a reasonable opportunity to make the repairs.

Should the purpose of the primary Indebtedness for which this Deed of Trust is given as security be for construction of improvements on the land herein conveyed, Secured Party shall have the right to make or arrange to be made entries upon the Property and inspections of the construction in progress. Should Secured Party determine the Debtor is failing to perform such construction in a timely and satisfactory manner, Secured Party shall have the right, but not the obligation, to take charge of and proceed with the construction at the expense of Debtor after first affording Debtor a reasonable opportunity to continue the construction in a manner agreeable to Secured Party.

6. Any sums advanced by Secured Party for insurance, taxes, repairs or construction as provided in Paragraphs 3, 4 and 5 shall be secured by this Deed of Trust as advances made to protect the Property and shall be payable by Debtor to Secured Party, with interest at the rate specified in the note representing the primary Indebtedness, within thirty days following written demand for payment sent by Secured Party to Debtor by certified mail. Receipts for insurance premiums, taxes and repairs or construction costs for which Secured Party has made payment shall serve as conclusive evidence thereof.

7. As additional security Debtor hereby assigns to Secured Party all rents accruing on the Property. Debtor shall have the right to collect and retain the rents as long as Debtor is not in default as provided in Paragraph 9. In the event of default, Secured Party in person, by an agent or by a judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and collect the rents. All rents so collected shall be applied first to the costs of managing the Property and collecting the rents, including fees for a receiver and an attorney, commissions to rental agents, repairs and other necessary related expenses and then to payments on the Indebtedness.

8. If all or any part of the Property, or an interest therein, is sold or transferred by Debtor, excluding (a) the creation of a lien subordinate to this Deed of Trust, (b) a transfer by devise, by descent or by operation of law upon the death of a joint owner or (c) the grant of a leasehold interest of three years or less not containing an option to purchase, Secured Party may declare all the Indebtedness to be immediately due and payable. Secured Party shall be deemed to have waived such option to accelerate if, prior or subsequent to the sale or transfer, Secured Party and Debtor's successor in interest reach agreement in writing that the credit of such successor in interest is satisfactory to Secured Party and that the successor in interest will assume the Indebtedness so as to become personally liable for the payment thereof. Upon Debtor's successor in interest executing a written assumption agreement accepted in writing by Secured Party, Secured Party shall release Debtor from all obligations under the Deed of Trust and the Indebtedness.

If the conditions resulting in a waiver of the option to accelerate are not satisfied, and if Secured Party elects not to exercise such option, then any extension or modification of the terms of repayment from time to time by Secured Party shall not operate to release Debtor or Debtor's successor in interest from any liability imposed by this Deed of Trust or by the Indebtedness.

If Secured Party elects to exercise the option to accelerate, Secured Party shall send Debtor notice of acceleration by certified mail. Such notice shall provide a period of thirty days from the date of mailing within which Debtor may pay the Indebtedness in full. If Debtor fails to pay such Indebtedness prior to the expiration of thirty days, Secured Party may, without further notice to Debtor, invoke any remedies set forth in this Deed of Trust.

9. Debtor shall be in default under the provisions of this Deed of Trust if Debtor (a) shall fail to comply with any of the Debtor's covenants or obligations contained herein, (b) shall fail to pay any of the Indebtedness secured hereby, or any installment thereof or interest thereon, as such Indebtedness, installment or interest shall be due by contractual agreement or by acceleration, (c) shall become bankrupt or insolvent or be placed in receivership, (d) shall, if a corporation, a partnership or an unincorporated association, be dissolved voluntarily or involuntarily, or (e) if Secured Party in good faith deems itself insecure and its prospect of repayment seriously impaired.

10. Secured Party may at any time, without giving formal notice to the original or any successor Trustee, or to Debtor, and without regard to the willingness or inability of any such Trustee to execute this trust, appoint another person or succession of persons to act as Trustee, and such appointee in the execution of this trust shall have all the powers vested in and obligations imposed upon Trustee. Should Secured Party be a corporation or an unincorporated association, then any officer thereof may make such appointment.

11. Each privilege, option or remedy provided in this Deed of Trust to Secured Party is distinct from every other privilege, option or remedy contained herein or afforded by law or equity, and may be exercised independently, concurrently, cumulatively or successively by Secured Party or by any other owner or holder of the Indebtedness. Forbearance by Secured Party in exercising any privilege, option or remedy after the right to do so has accrued shall not constitute a waiver of Secured Party's right to exercise such privilege, option or remedy in event of any subsequent accrual.

12. The words "Debtor" or "Secured Party" shall each embrace one individual, two or more individuals, a corporation, a partnership or an unincorporated association, depending on the recital herein of the parties to this Deed of Trust. The covenants herein contained shall bind, and the benefits herein provided shall inure to, the respective legal or personal representatives, successors or assigns of the parties hereto subject to the provisions of Paragraph 8. If there be more than one Debtor, then Debtor's obligations shall be joint and several. Whenever in this Deed of Trust the context so requires, the singular shall include the plural and the plural the singular. Notices required herein from Secured Party by Debtor shall be sent to the address of Debtor shown in this Deed of Trust.

IN WITNESS WHEREOF, Debtor has executed this Deed of Trust on the 11TH day of JULY, 2013

CORPORATE, PARTNERSHIP OR ASSOCIATION SIGNATURE

INDIVIDUAL SIGNATURES

By \_\_\_\_\_ Name of Debtor

*Andrill J. Smith*  
ANDRILL J. SMITH / A / K / A ANDRILL JACKSON

By \_\_\_\_\_ Title

Attest: \_\_\_\_\_ Title

(Seal)

INDIVIDUAL ACKNOWLEDGEMENT

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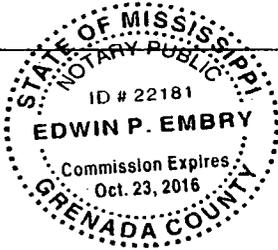
STATE OF MISSISSIPPI COUNTY OF GRENADA

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named ANDRILL J. SMITH a/k/a ANDRILL JACKSON who acknowledges that he signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal of office, this the 11TH day of JULY 2013

My Commission Expires

Notary Public signature



CORPORATE, PARTNERSHIP OR ASSOCIATION ACKNOWLEDGEMENT

STATE OF MISSISSIPPI COUNTY OF

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid,

(Title) and (Title)

respectively of Debtor, the above named a corporation — a partnership — an unincorporated association, who acknowledged that for and on its behalf, he signed, sealed and delivered the foregoing Deed of Trust on the day and year therein mentioned as its act and deed, being first duly authorized so to do.

Given under my hand and official seal of office, this the day of , 19

My Commission Expires

Notary Public

LAND DEED OF TRUST

from to

Trustee Filed for Record , 19 o'clock M. , Clerk STATE OF MISSISSIPPI Chancery Court County

I certify that this Deed of Trust was filed for record in my office at o'clock M., on the day of , 19 and was duly recorded the day of , 19, on page Book No. in my office.

Witness my hand and seal of office, this day of , 19 Clerk , D.C.

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MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR COATS & CO. INC. TO COLBY GALEY & GENEY GALEY

State of Mississippi  
County of Leflore  
I certify this document was filed and recorded  
JULY 18 2013 11:00:00AM  
In Deed of Trust  
Book 0763 Page 118  
Sam Abraham, Chancery Clerk  
By: Diane Kelly D.C.

When Recorded Return To:  
JPMorgan Chase Bank, N.A.  
C/O NTC 2100 Alt. 19 North  
Palm Harbor, FL 34683

Prepared By:  
E.Lance/NTC, 2100 Alt. 19  
North, Palm Harbor, FL  
34683 (800)346-9152

**AUTHORIZATION TO CANCEL**

Loan #: 1845470434

MERS Address: Mortgage Electronic Registration Systems, Inc., 1901 E. Voorhees Street, Suite C, Danville, IL 61834

**TO THE CHANCERY CLERK OF LEFLORE COUNTY, MISSISSIPPI**

You are hereby authorized and requested to enter satisfaction of and cancel of record certain Mortgage/Deed of Trust executed by COLBY GALEY AND GENEY GALEY to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. and recorded in Book 641, at Page 626, and/or Document # of the Records of Deeds in the office of the Chancery Clerk of LEFLORE County, Mississippi.

SEE ATTACHED EXHIBIT A

Property is commonly known as: 111 E GLEASON STREET, SCHLATER, MS 38952.

Dated on 7/3/2013 (MM/DD/YYYY)

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR COATS & CO. INC., ITS SUCCESSORS AND ASSIGNS

By: [Signature]  
Carolyn Preis  
VICE PRESIDENT

(Seal)



STATE OF LOUISIANA PARISH OF OUACHITA

On 7/3/2013 (MM/DD/YYYY), before me appeared Carolyn Preis, to me personally known, who did say that he/she/they is/are the VICE PRESIDENT of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR COATS & CO. INC., ITS SUCCESSORS AND ASSIGNS and that the instrument was signed on behalf of the corporation (or association), by authority from its board of directors, and that he/she/they acknowledged the instrument to be the free act and deed of the corporation (or association).

[Signature]  
Bridget A. Chalm #64479  
Notary Public - State of LOUISIANA  
Commission expires LIFETIME



CHAS6 20864606 \_9 PRIME TM5171537 10025960000136179 MERS PHONE 1-888-679-6377 T0113072617 [C] RCNMS1



\*D0002150492\*

EXHIBIT A

Description of a 3.72 acre tract located in the Northwest Quarter of Section 31, Township 21 North, Range 1 West, Leflore County, Mississippi:

Begin at an iron pipe marking the southwest corner of said Section 31 and proceed East 611.06 feet, thence North 2823.00 feet to a point on the north bank of McNutt Lake and the Point of Beginning of the tract herein described, from said Point of Beginning proceed along the north bank of said lake the following calls, N 80° 38' 09" E 128.49 feet, N 87° 43' 45" E 37.95 feet, S 81° 38' 46" E 186.16 feet, thence leaving said lake proceed N 1° 25' 02" E 189.59 feet to an iron pipe, thence N 83° 38' 44" W 41.10 feet to an iron pipe, thence S 85° 15' 35" W 33.49 feet to an iron pipe, thence N 7° 13' 18" W 363.46 feet to an iron pipe, thence S 88° 52' 26" W 263.41 feet to an iron pipe, thence S 3° 08' 11" E 542.89 feet to the Point of Beginning. Bearings in this description are by solar observation.

AND ALSO a nonexclusive perpetual easement for ingress and egress to and from their property along an existing private road lying in Leflore County, Mississippi, as set forth in Easement recorded September 10, 2001 in Book 360 at page 571, and more particularly described by metes and bounds as follow, to-wit:

Description of the centerline of a 20 foot wide access road located in the northwest quarter of Section 31, Township 21 North, Range 1 West, Leflore County, Mississippi, said road extending 10 feet to either side of the centerline herein described:

Begin at an iron pipe marking the southwest corner of said Section 31 and proceed N 0° 00' 59" E along the east boundary of Section 31 a distance of 2749.55 feet to a point, thence EAST 25.99 feet to a point on the east Right of Way of the Schlater - Highlandale Public Road {SAP 42(41)} and the Point of Beginning of the access road centerline herein described, from said Point of Beginning proceed along the centerline of the existing road the following calls: N 86° 45' 13" E 69.43 feet, N 88° 48' 03" E 151.54 feet, N 85° 37' 54" E 74.40 feet, N 74° 48' 38" E 48.32 feet, N 64° 07' 36" E 50.78 feet, N 58° 07' 46" E 68.33 feet, N 56° 06' 06" E 105.91 feet, N 65° 03' 41" E 42.88 feet, N 71° 29' 09" E 58.96 feet, N 80° 56' 14" E 100.49 feet, N 77° 59' 32" E 31.32 feet, N 61° 18' 37" E 32.98 feet, N 52° 10' 27" E 51.04 feet, N 59° 08' 20" E 41.01 feet, N 85° 15' 35" E 34.89 feet, S 83° 38' 44" E 41.21 feet to the terminus of the centerline described herein. Bearings in this description are by solar observation.



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SOUTHERN AGCREDIT, FLCA

TO

WILLIAM M. GULLEDGE, JR.,  
PAT K. GULLEDGE &  
PORTADOWN, LLC

State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 18 2013 11:00:00AM  
In Deed of Trust  
Book 0763 Page 120  
Sam Abraham, Chancery Clerk  
By: Diana Kelly D.C.

Prepared by: Carol Ratliff  
Southern AgCredit, ACA  
2217 Hwy 82 West  
Greenwood, MS 38930  
662-455-2545



SOUTHERN AGCREDIT

Return to: Carol Ratliff  
Southern AgCredit, ACA  
2217 Hwy 82 West  
Greenwood, MS 38930  
662-455-2545

AUTHORITY TO CANCEL

Borrower: Portadown, LLC

Loan Number(s): 889940

THE STATE OF MISSISSIPPI §  
COUNTY OF Leflore §

TO THE CHANCERY CLERK(S) OF Leflore COUNTY(IES):

You are hereby authorized and requested to enter satisfaction of and cancel of record those certain Deeds of Trusts or Mortgages particularly described as follows:

Amount of Note	Date of Deed of Trust or Mortgage	Executed By Guarantors Name, Address and Phone Number	Recorded In	
			Book	Page
\$203,500.00	November 1, 2010	William M. Gulledge, Jr. and spouse Pat K Gulledge, Portadown, LLC, William M. Gulledge, Jr., Manager	0708	392

Of the Deed of Trust or Land Mortgage Records of Leflore County(ies), Mississippi, in your office(s).

- This instrument is executed in multiple originals.
- This instrument is executed in lieu of and in substitution for a similar instrument executed by \_\_\_\_\_ on \_\_\_\_\_ which instrument was lost or misplaced before being filed for record.
- This instrument is executed in lieu of and in correction of a similar instrument executed by \_\_\_\_\_ on \_\_\_\_\_, and recorded in Book \_\_\_\_\_, Page \_\_\_\_\_; \_\_\_\_\_ County, Mississippi.

Executed by the Lender on the 5th day of July, 2013.

SOUTHERN AGCREDIT, FLCA

BY: Andy Noah  
Andy Noah  
ITS: Vice President

STATE OF MISSISSIPPI §  
COUNTY OF Leflore §

I, Carol S. Ratliff, a Notary Public, in and for the State and County aforesaid, hereby certify that on this date, personally appeared before me, Andy Noah, who is known to me, and whose name as Vice President of Southern AgCredit, FLCA, a federally chartered corporate instrumentality of the United States of America, is signed to the above and foregoing Authority to Cancel, who acknowledged to me that being informed of the contents of said document, and in said representative capacity and with full authority and having been duly authorized so to do, he signed and executed the same voluntarily as his own free act and deed, and for the purposes therein set forth, for and as the act of said Southern AgCredit, FLCA, on the day and date therein set forth.

Given under my hand and official seal, this the 5th day of July, 2013.  
My Commission Expires: \_\_\_\_\_

Carol S. Ratliff  
Notary Public



SOUTHERN AGCREDIT, FLCA

TO

PORTADOWN, LLC

121

State of Mississippi  
 County of Leflore  
 I certify this document was filed  
 and recorded  
 JULY 18 2013 11:00:00AM  
 In Deed of Trust  
 Book 0763 Page 121  
 Sam Abraham, Chancery Clerk  
 By: Diane Kelly D.C.

Prepared by: Carol Ratliff  
 Southern AgCredit, ACA  
 2217 Hwy 82 West  
 Greenwood, MS 38930  
 662-455-2545



SOUTHERN AGCREDIT

Return to: Carol Ratliff  
 Southern AgCredit, ACA  
 2217 Hwy 82 West  
 Greenwood, MS 38930  
 662-455-2545

AUTHORITY TO CANCEL

Borrower: Portadown, LLC

Loan Number(s): ~~889940~~ 909546

THE STATE OF MISSISSIPPI §  
 COUNTY OF Leflore §

TO THE CHANCERY CLERK(S) OF Leflore COUNTY(IES):

You are hereby authorized and requested to enter satisfaction of and cancel of record those certain Deeds of Trusts or Mortgages particularly described as follows:

Amount of Note	Date of Deed of Trust or Mortgage	Executed By Guarantors Name, Address and Phone Number	Recorded In Book Page	
\$102,100.00	February 5, 2013	Portadown, LLC, William M. Gulledege, Jr., Manager	0754	378

Of the Deed of Trust or Land Mortgage Records of Leflore County(ies), Mississippi, in your office(s).

- This instrument is executed in multiple originals.
- This instrument is executed in lieu of and in substitution for a similar instrument executed by \_\_\_\_\_ on \_\_\_\_\_ which instrument was lost or misplaced before being filed for record.
- This instrument is executed in lieu of and in correction of a similar instrument executed by \_\_\_\_\_ on \_\_\_\_\_, and recorded in Book \_\_\_\_\_, Page \_\_\_\_\_; \_\_\_\_\_ County, Mississippi.

Executed by the Lender on the 5th day of July, 2013.

SOUTHERN AGCREDIT, FLCA

BY: Andy Noah  
 ITS: Vice President

STATE OF MISSISSIPPI §  
 COUNTY OF Leflore §

I, Carol S. Ratliff, a Notary Public, in and for the State and County aforesaid, hereby certify that on this date, personally appeared before me, Andy Noah, who is known to me, and whose name as Vice President of Southern AgCredit, FLCA, a federally chartered corporate instrumentality of the United States of America, is signed to the above and foregoing Authority to Cancel, who acknowledged to me that being informed of the contents of said document, and in said representative capacity and with full authority and having been duly authorized so to do, he signed and executed the same voluntarily as his own free act and deed, and for the purposes therein set forth, for and as the act of said Southern AgCredit, FLCA, on the day and date therein set forth.

Given under my hand and official seal, this the 5th day of July, 2013.

My Commission Expires: \_\_\_\_\_

Carol S. Ratliff  
 Notary Public



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CITIBANK, N.A., S/I/I BY MERGER TO CITICORP TRUST BANK, FSB TO CITIMORTGAGE, INC.

State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 19 2013 10:00:00AM  
In Deed of Trust  
Book 0763 Page 122  
Sam Abraham, Chancery Clerk  
By: Diane Kelly D.C.

PREPARED BY:  
CITIMORTGAGE, INC  
CHARLIE THOMAS  
1000 TECHNOLOGY DRIVE, MS 321  
O'FALLON, MO 63368-2240  
Phone #: 800-667-8424

RETURN TO:  
CT LIEN SOLUTIONS  
PO BOX 29071  
GLENDALE, CA 91209-9071  
Phone #: 800-331-3282



ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the receipt and sufficiency of which are hereby acknowledged, the undersigned, Citibank, N.A., successor in interest by merger to Citicorp Trust Bank, FSB, 1000 Technology Drive, MS 321, O'Fallon, MO, 63368, Phone #: 1-800-667-8424 does hereby convey and assign unto CitiMortgage, Inc., Address: 1000 Technology Drive, O'Fallon, MO, 63368, Phone #: 1-800-667-8424, all its right, title and interest in and to that certain Deed of Trust executed on 06/13/2007, by Jerry Harris and Gloria Harris, Address: 508 Saunders St., Greenwood, MS, 38930-3448, Phone #: 662-299-4822, to Verdugo Trustee Services Corp. Roseanna Henry, Trustee, Address: 2710 Winona Ave., Burbank, CA, 91504-2534, Phone #: 818-409-4668, for the use and benefit of Citicorp Trust Bank, FSB, Original Beneficiary Address: 1000 Technology Drive, MS 321, O'Fallon, MO, 63368, 1-800-667-8424, which Deed of Trust secures the property described on

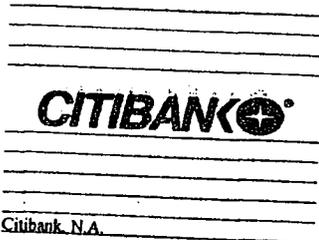
Description/Additional information: See Exhibit A  
Filing Instructions: Lot: 1 Block No: NA Subdivision: Gernwood Homes Addition Township: 19

and is on file and of record in the office of the Chancery Clerk of Leflore County, Mississippi, as Book: 669 Page: 425 thereof.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officer, on this 7/11/13

Citibank, N.A., successor in interest by merger to Citicorp Trust Bank, FSB

By Kimberly Eberhardt  
Name Kimberly Eberhardt  
Title: Vice President



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STATE OF MISSOURI, ST. CHARLES COUNTY

On 7-11-13 before me, the undersigned, a notary public in and for said state, personally appeared **Kimberly Eberhardt, Vice President of Citibank, N.A., successor in interest by merger to Citicorp Trust Bank, FSB** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

LAURA M. JONES  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for St Charles County  
My Commission Expires: March 19, 2016  
Commission Number: 12316868

  
Notary Public **Laura M. Jones**  
Commission Expires: 03/19/2016

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Exhibit A

ALL THAT PARCEL OF LAND IN LEFLORE COUNTY, STATE OF MISSISSIPPI, AS MORE FULLY DESCRIBED IN DEED BOOK 390, PAGE 98, ID# 08509011603400, BEING KNOWN AND DESIGNATED AS LOT 1 OF WEST END ADDITION TO CITY OF GREENWOOD & 65 FEET OFF SOUTHWEST CORNER OF LOT 31 OF GREENWOOD HOLMES ADDITION TO CITY OF GREENWOOD, FILED IN PLAT BOOK 390, PAGE 98, RECORDED 06/09/2005.

BY FEE SIMPLE DEED FROM LARRY L. RICHARDSON AND DONNA L. RICHARDSON, HUSBAND AND WIFE AS SET FORTH IN DEED BOOK 390, PAGE 98 DATED 06/05/2005 AND RECORDED 06/09/2005, LEFLORE COUNTY RECORDS, STATE OF MISSISSIPPI.

METLIFE BANK, NATIONAL ASSOCIATION, TO  
A/K/A METLIFE HOME LOANS, A DIVISION  
OF METLIFE BANK, N.A.

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION

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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 19 2013 10:00:00AM  
In *Deed of Trust*  
Book 0763 Page 125  
Sam Abraham, Chancery Clerk  
By: *Diana Kelly* D.C.

Recording requested by: LSI  
When recorded return to :  
Custom Recording Solutions  
5 Peters Canyon Road Ste. 200  
Irvine, CA 92606 *17080519*  
800-756-3524 Ext. 5011

Prepared by:  
PEIRSONPATERSON, L.L.P.  
4400 ALPHA ROAD  
DALLAS, TX 75244  
972-392-7000

Indexing Instruction:  
This instrument covers land located in Section 9, Township  
19, Range 1 EAST of LEFLORE County, Mississippi.

Parcel ID Number: 08509042802100

[Space Above This Line For Recording Data]

Loan No.: 4501751790

### MISSISSIPPI ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") does hereby grant, sell, assign, transfer and convey, unto JPMorgan Chase Bank, National Association, (herein "Assignee"), whose address is 700 KANSAS LANE, MC 8000, MONROE, LA 71203, all beneficial interest under a certain Deed of Trust dated September 29, 2003 and recorded on October 15, 2003, made and executed by IDELLA GIDEON, for the benefit of JERRY BAKER, Trustee, upon the following described property situated in LEFLORE County, State of Mississippi:  
Property Address: 1000 STRONG AVENUE, GREENWOOD, MS 38930

See exhibit "A" attached hereto and made a part hereof.

such Deed of Trust having been given to secure payment of Forty Two Thousand Two Hundred Fifty and 00/100ths (\$42,250.00), which Deed of Trust is of record in Book, Volume, or Liber No. 598, at Page 60 (or as No. N/A), in the Office of the Chancery Clerk of LEFLORE County, Mississippi.

TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the above-described Deed of Trust.



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IN WITNESS THEREOF the undersigned has executed this assignment through its on this the 26th day of April 2013



Assignor:  
METLIFE BANK, NATIONAL ASSOCIATION,  
ALSO KNOWN AS METLIFE HOME LOANS, A  
DIVISION OF METLIFE BANK, N.A. BY ITS  
ATTORNEY-IN-FACT JPMORGAN CHASE  
BANK, NATIONAL ASSOCIATION

By: Latoya M Jackson  
Latoya M Jackson  
Its: Vice President

ACKNOWLEDGMENT

State of Louisiana

§  
§  
§

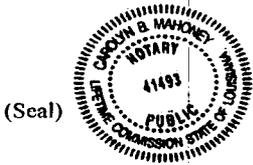
County of Ouachita

On the 26th day of April 2013, before me, a Notary Public, personally appeared Latoya M Jackson, to me known, who being duly sworn, did say that he or she is the VICE PRESIDENT of JPMORGAN CHASE BANK, N.A., and that said instrument was signed on behalf of said corporation.

Carolyn B Mahoney  
Notary Public

CAROLYN B MAHONEY  
Printed Name

My Commission Expires: Lifetime



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## EXHIBIT A

LOT SIXTEEN (16) IN BLOCK FIVE (5) OF THE WEST KIMBROUGH ADDITION TO THE CITY OF GREENWOOD, LEFLORE COUNTY, MISSISSIPPI, AS THE SAME IS SHOWN ON THE MAP OF SAID ADDITION RECORDED IN PLAT BOOK 2, AT PAGE 49, OF THE RECORDS OF MAPS OF LEFLORE COUNTY, MISSISSIPPI, IN THE OFFICE OF THE CHANCERY CLERK OF SAID COUNTY; AND FURTHER DESCRIBED AS BEGINNING AT A POINT ON THE SECTION LINE BETWEEN SECTION NINE (9) AND SECTION SIXTEEN (16), IN TOWNSHIP NINETEEN (19), RANGE ONE (1) EAST, ONE THOUSAND SEVENTY-ONE (1,071) FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION NINE (9); RUN THENCE NORTH ONE HUNDRED THIRTY-SIX AND ONE-HALF (136½) FEET; RUN THENCE WEST SEVENTY (70) FEET; RUN THENCE SOUTH ONE HUNDRED THIRTY-SIX AND ONE HALF (136½) FEET TO THE SECTION LINE, AND RUN THENCE EAST SEVENTY (70) FEET TO THE POINT OF BEGINNING; ALL BEING IN LEGAL SUBDIVISION LOT FOURTEEN (14), IN SECTION NINE (9), TOWNSHIP NINETEEN (19), RANGE ONE (1) EAST, AND BEING THE PROPERTY CONVEYED BY THE DEED FROM D. E. NICHOLS AND MARTHA P. NICHOLS TO ADA LEE BEAMAN, DATED JANUARY 28, 1919, RECORDED IN BOOK 49, AT PAGE 819, OF THE RECORDS OF LAND DEEDS OF SAID COUNTY OF LEFLORE, TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THERETO BELONGING OR IN ANY WISE APPERTAINING; IT BEING THE INTENTION TO DESCRIBE THAT CERTAIN PROPERTY KNOWN AS THE OLD J. S. LOVE PROPERTY IN BLOCK FIVE (5), WHETHER HEREIN OTHERWISE CORRECTLY DESCRIBED OR NOT.

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STATE BANK & TRUST COMPANY TO ROOSEVELT JONES & WILMA BROWN JONES

State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 19 2013 11:00:00AM  
In Need of Trust  
Book 0763 Page 128  
Sam Abraham, Chancery Clerk

Document Prepared by: Siane Felly D.C.  
State Bank & Trust Company  
PO Box 8287  
Greenwood, MS 38935  
Phone: (662) 455-6811

**AUTHORITY TO CANCEL**

TO THE CHANCERY CLERK OF Leflore COUNTY, MISSISSIPPI.

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain deed of trust executed by Roosevelt Jones & Wilma Brown Jones

to STATE BANK & TRUST COMPANY, and recorded in Book 670 Page No. 349  
of the Records of Deed(s) in your office. Book 612 Page No. 9  
Book 477 Page No. 418  
Book \_\_\_\_\_ Page No. \_\_\_\_\_  
Book \_\_\_\_\_ Page No. \_\_\_\_\_  
Book \_\_\_\_\_ Page No. \_\_\_\_\_

This 18th day of July 20 13

REFERENCE LOAN NUMBER 6734190

STATE BANK & TRUST COMPANY BY: [Signature]  
Perry Yeoman  
PRINTED NAME

**INDEX:**

[Empty box for indexing]



STATE OF: Mississippi  
COUNTY OF: Leflore

Personally appeared before me, the undersigned authority in and for said County and State, Perry Yeoman, who acknowledged that as Senior VP of the State Bank & Trust Company, a corporation, he signed, sealed and delivered the foregoing instrument for and on behalf of the said corporation by authority of its Board of Directors.

Given under my hand and official seal this 18th day of July 20 13

Amanda Wilshire  
11/4/13

State Bank & Trust Company operates as SB&T Bank in Alabama

BANCORPSOUTH BANK

TO

EDMUND KENNETH SANDERS &  
WATOSA SELENA SANDERS

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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 19 2013 11:15:00AM  
In Deed of Trust  
Book 0763 Page 129  
Sam Abraham, Chancery Clerk  
By: [Signature] D.C.



**BancorpSouth**  
Central Loan Operations

DOCUMENT PREPARED BY & RETURN TO: DEBRA THOMPSON  
BANCORPSOUTH BANK  
CENTRAL LOAN OPERATIONS  
PO BOX 4360  
TUPELO, MS 38803  
(662) 620-3600  
LOAN # 00000002553188

**AUTHORITY TO CANCEL**

TO: CHANCERY CLERK OF LEFLORE COUNTY, MISSISSIPPI

YOU ARE HEREBY AUTHORIZED AND REQUESTED TO ENTER SATISFACTION OF AND CANCEL  
OF RECORD THAT CERTAIN DEED OF TRUST EXECUTED BY  
**BORROWER NAME: EDMUND KENNETH SANDERS AND WIFE, WATOSA SELENA SANDERS**  
**MAILING ADDRESS: 808 W WASHINGTON AVE, GREENWOOD MS 38930 Phone # 601-453-2160**  
IN FAVOR OF BANCORPSOUTH (A.K.A. BANK OF MISSISSIPPI) BEING DATED  
**06/26/1998** **BOOK 483 PAGE 388**

INDEXING: THE E 1/2 OF LOTS 5 & 6 OF BLOCK 1 OF THE KIMBROUGH ADDITION TO THE CITY  
OF GREENWOOD, LEFLORE CO, MS  
OF THE RECORDS OF DEEDS OF TRUST IN YOUR OFFICE. DATED THIS THE 9 DAY OF  
July, 2013.

BANCORPSOUTH BANK

BY: [Signature]  
Printed Name:  
Darlene Stell

ATTEST:

STATE OF MISSISSIPPI  
COUNTY OF Lafayette

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY, IN AND FOR SAID  
COUNTY AND STATE, THE WITHIN NAMED Darlene Stell  
AND AVI, WHO ACKNOWLEDGED THAT THEY  
ARE THE \_\_\_\_\_ AND \_\_\_\_\_,  
RESPECTIVELY OF **BANCORPSOUTH BANK**, WHO ACKNOWLEDGED THAT THEY SIGNED  
AND DELIVERED THE ABOVE AND FOREGOING INSTRUMENT ON THE DATE AND YEAR THEREIN  
MENTIONED HAVE BEEN FIRST DULY AUTHORIZED TO DO SO BY CORPORATE RESOLUTION.  
GIVEN UNDER MY HAND AND SEAL, THIS THE 9 DAY OF July 2013



[Signature]



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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 19 2013 11:15:00AM  
In Deed of Trust  
Book 0763 Page 130  
Sam Abraham, Chancery Clerk  
By: Diane Kelly D.C.

Deed of Trust

Prepared By:  
Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Return to:  
Bank of Commerce  
P O Box 546  
Greenwood, Ms 38935-0546  
662-453-4142

Grantor Information:  
William A. Patridge and Vicky G. Patridge  
P.O. Box 194  
Schlater, MS 38952  
Ph: 662-299-3276

Grantee Information:  
Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Borrower Information:  
Congo Farms, Inc.  
P.O. Box 194  
Schlater, MS 38952  
Ph: 662-299-3276

Trustee Information:  
Terry W Green  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Beneficiary Information:  
Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Other Party to Instrument:

Indexing Instructions: This property should be indexed as A 1.4 acre tract of land lying in the SE 1/4 of the SE 1/4 of Section 11, T20N, R2W, Leflore County, MS.

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THIS INSTRUMENT PREPARED BY:  
 Bank of Commerce  
 P.O. Box 546  
 310 Howard Street  
 Greenwood, MS 35935-0546  
 (662)453-4142

AFTER RECORDING RETURN TO:  
 Bank of Commerce  
 P.O. Box 546  
 310 Howard Street  
 Greenwood, MS 38935-0546

(Space Above This Line For Recording Data)

LOAN NUMBER: 74381

**COMMERCIAL REAL ESTATE DEED OF TRUST**  
**FUTURE ADVANCES AND FUTURE OBLIGATIONS ARE SECURED BY THIS REAL ESTATE**  
**DEED OF TRUST**

This COMMERCIAL REAL ESTATE DEED OF TRUST, ("Security Instrument") is made on July 15, 2013 by the grantor(s) WILLIAM A PATRIDGE and Vicky G Patridge, a married couple, whose address is 900 River Birch Cove, Greenwood, Mississippi 38930 ("Grantor"). The trustee is Terry W. Green - Bank of Commerce whose address is P.O. Box 546, 310 Howard Street, Greenwood, Mississippi 38935-0546 ("Trustee"). The beneficiary is Bank of Commerce whose address is 310 Howard Street, Greenwood, Mississippi 38935 ("Lender"), which is organized and existing under the laws of the State of Mississippi. Grantor owes Lender the principal sum of One Hundred Seventy-five Thousand Three Hundred and 00/100 Dollars (U.S. \$175,300.00), which is evidenced by the promissory note dated July 15, 2013. Grantor in consideration of this loan and any future loans extended by Lender up to a maximum principal amount of One Hundred Seventy-five Thousand Three Hundred and 00/100 Dollars (U.S. \$175,300.00) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, irrevocably grants, conveys, warrants, bargains, sells, transfers, pledges and assigns to Trustee, in trust, with power of sale, the following described property located in the County of Leflore, State of Mississippi:

Address: A 1.4 acre tract of land on County Road 124, Schlater, Mississippi 38952

Legal Description: See Attached Exhibit "A"

**INDEXING INSTRUCTIONS: A 1.4 acre tract of land lying in the SE 1/4 of the SE 1/4 of Section 11, T20N, R2W, Leflore County, MS.**

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir

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 Commercial Real Estate Security Instrument - DL4007

Page 1 of 7

www.compliancesystems.com



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sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

**RELATED DOCUMENTS.** The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

**INDEBTEDNESS.** This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from CONGO FARMS, INC to Bank of Commerce, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

**MATURITY DATE.** The Indebtedness, if not paid earlier, shall be due on July 15, 2018.

**FUTURE ADVANCES.** To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

**WARRANTIES.** Grantor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

**Performance of Obligations.** Grantor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

**Defense and Title to Property.** At the time of execution and delivery of this instrument, Grantor is lawfully seized of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Grantor covenants that the Property is unencumbered and free of all liens, except for encumbrances of record acceptable to Lender. Further, Grantor covenants that Grantor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

**Condition of Property.** Grantor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

**Removal of any Part of the Property.** Grantor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

**Alterations to the Property.** Grantor promises to abstain from the commission of any waste on or in connection with the Property. Further, Grantor shall make no material alterations, additions or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Grantor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without



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limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

**Due on Sale - Lender's Consent.** Grantor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

**Insurance.** Grantor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 10 days notice prior to cancellation. At Lender's discretion, Grantor may be required to produce receipts of paid premiums and renewal policies. If Grantor fails to obtain the required coverage, Lender may do so at Grantor's expense. Grantor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Grantor.

**Payment of Taxes and Other Applicable Charges.** Grantor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Grantor or the Property.

**Environmental Laws and Hazardous or Toxic Materials.** Grantor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Grantor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Grantor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Grantor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Grantor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Grantor or Grantor's failure to comply fully and timely with environmental laws.

**Financial Information.** Grantor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Grantor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records and files of Grantor.

**Lender's Right to Enter.** Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Grantor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Grantor.

**ASSIGNMENT OF LEASES AND RENTS.** As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Grantor hereby assigns and transfers over to Lender all rents, income and profits ("Rents") under any present or future leases, subleases or licenses of the Property, including any guaranties, extensions, amendments or renewals thereof, from the use of the Property. So long as Grantor is not in default, Grantor may receive, collect and enjoy all Rents accruing from the Property, but not more than one



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month in advance of the due date. Lender may also require Grantor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

**CONDEMNATION.** Grantor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

**GRANTOR'S ASSURANCES.** At any time, upon a request of Lender, Grantor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

**ATTORNEY-IN-FACT.** Grantor appoints Lender as attorney-in-fact on behalf of Grantor. If Grantor fails to fulfill any of Grantor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Grantor. This power of attorney shall not be affected by the disability of the Grantor.

**EVENTS OF DEFAULT.** The following events shall constitute default under this Security Instrument (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Grantor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Grantor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Grantor for the benefit of Grantor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership or management of Grantor or any person obligated on the Indebtedness; or
- (g) Lender deems itself insecure for any reason whatsoever.

**REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Grantor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.



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IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE GRANTOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made in it. If Lender chooses to invoke the power of sale, Lender or Trustee will provide notice of sale pursuant to applicable law. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointments confers. Grantor hereby irrevocably consents to such appointment and waives notice of any application therefor.

**NO WAIVER.** No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

**SUBSTITUTE TRUSTEE.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

**JOINT AND SEVERAL LIABILITY.** If this Security Instrument should be signed by more than one person, all persons executing this Security Instrument agree that they shall be jointly and severally bound, where permitted by law.

**SURVIVAL.** Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns and successors of Grantor.

**NOTICES AND WAIVER OF NOTICE.** Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective: (i) when it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Any such notice shall be addressed to the party given at the beginning of this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Grantor waives notice of Lender's acceptance of this Security Instrument, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.



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TO THE EXTENT PERMITTED BY LAW, GRANTOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.

WAIVER OF APPRAISEMENT RIGHTS. Grantor waives all appraisal rights relating to the Property to the extent permitted by law.

LENDER'S EXPENSES. Grantor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

ASSIGNABILITY. Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Grantor. Grantor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

GOVERNING LAW. This Security Instrument will be governed by the laws of the State of Mississippi including all proceedings arising from this Security Instrument.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

UNIFORM COMMERCIAL CODE (U.C.C.) Grantor grants to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property. Grantor authorizes Lender to file any financing statements required under the Uniform Commercial Code.

ORAL AGREEMENTS DISCLAIMER. This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing this Security Instrument, each Grantor acknowledges that all provisions have been read and understood.

William A. Patridge 7/15/13  
WILLIAM A PATRIDGE Date  
Individually

Vicky G. Patridge 7/15/13  
Vicky G Patridge Date  
Individually



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INDIVIDUAL ACKNOWLEDGMENT

STATE OF MISSISSIPPI )  
COUNTY OF *Leflore* )

Personally appeared before me, the undersigned authority in and for the said county and state, on this *7/15/2013*, within my jurisdiction, the within named WILLIAM A PATRIDGE and Vicky G Patridge, a married couple, who acknowledged that they executed the above and foregoing instrument.

My commission expires:

*Jeff Crick*

Identification Number

(Affix official seal, if applicable)



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## EXHIBIT "A"

GRAIN BIN SITE ON HAMILTON PLACE PROPERTY

A 1.4-acre tract or parcel of land lying in the SE 1/4 of the SE 1/4 of Section 11, Township 20 North, Range 2 West, Leflore County, Mississippi, and more particularly described as follows:

Commencing at a Found Cotton Spindle marking the Northeast corner of the SE 1/4 of Section 11, Township 20 North, Range 2 West; thence run South 00 Degrees 40 Minutes 30 Seconds East a distance of 2,645.25 feet to a point; thence South 89 Degrees 37 Minutes 51 Seconds West a distance of 30.81 feet to a Set 5/8" Iron Pin on the West Right of Way of County Road #124, said Iron Pin being the Point of Beginning;

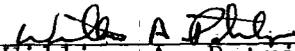
From the Point of Beginning thence run South 89 Degrees 37 Minutes 51 Seconds West a distance of 100.00 feet to a Set 5/8" Iron Pin;

thence run North 00 Degrees 21 Minutes 47 Seconds West a distance of 615.00 feet to a Set 5/8" Iron Pin;

thence run North 89 Degrees 37 Minutes 51 Seconds East a distance of 100.00 feet to a Set 5/8" Iron Pin on the West Right of Way of County Road #124;

thence run South 00 Degrees 21 Minutes 47 Seconds East a distance of 615.00 feet along said West Right of Way to a Set 5/8" Iron Pin, said Iron Pin being the Point of Beginning; and containing 1.4 acres, more or less.

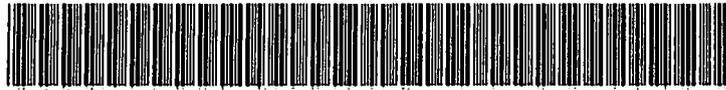
SIGNED FOR IDENTIFICATION: JULY 15, 2013

  
\_\_\_\_\_  
William A. Patridge

  
\_\_\_\_\_  
Vicky G. Patridge

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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 19 2013 11:15:00AM  
In *Deed of Trust*  
Book 0763 Page 139  
Saw Abraham, Chancery Clerk  
By: *Diana Kelly* D.C.



\*#####034007122013\*

This Deed of Trust prepared by: ERIC MILLER, Planters Bank & Trust Company, 915 Medallion Dr., Greenwood, MS 38930, (662) 453-1812

INDEXING INSTRUCTIONS: SEE ATTACHED EXHIBIT A.

FOR RECORDER'S USE ONLY

**DEED OF TRUST**

**GRANTOR:** Portadown, LLC, 55855 County Road 518, Greenwood, MS 38930, Tel. (662) 455-9251

**LENDER / BENEFICIARY:** Planters Bank & Trust Company, Greenwood Branch, 915 Medallion Dr., Greenwood, MS 38930, Tel. (662) 453-1812

**TRUSTEE:** W. Dean Belk, 200 Second St, Indianola, MS 38751, Tel. (662) 887-3312

THIS DEED OF TRUST is dated July 12, 2013, among Portadown, LLC, whose address is 55855 County Road 518, Greenwood, MS 38930 ("Grantor"); Planters Bank & Trust Company (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and W. Dean Belk (referred to below as "Trustee").

**CONVEYANCE AND GRANT.** For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary, with power of sale, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in LEFLORE County, State of Mississippi:

See EXHIBIT A , which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and

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**DEED OF TRUST  
(Continued)**

Page 2

use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or

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transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Mississippi law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the

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Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election

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require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness when due, and otherwise performs all the

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obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

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**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**Sale of Property.** Grantor waives the provisions of Section 89-1-55, Mississippi Code of 1972, as amended, and any successor provisions, as far as said Section restricts the right of Trustee to offer at sale more than one hundred and sixty acres at a time, and Trustee may offer the Property as a whole or in part and in such order as the Trustee may deem best, regardless of the manner in which it may be described.

**Foreclosure.** With respect to all or any part of the Real Property, the Trustee shall, at the request of Lender, sell the Real Property after giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972, as amended, and any successor provisions, and execute a deed to the purchaser of the Real Property. Out of the proceeds arising from the sale, the costs and expenses of executing this Deed of Trust, including a reasonable Trustee's fee and the attorneys' fees prescribed in the Note or in this Deed of Trust, shall first be paid; next the amount of the Indebtedness then remaining unpaid shall be paid; and, lastly, any balance remaining shall be paid to Grantor or to Grantor's representatives agents or assigns.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal

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fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of LEFLORE County, State of Mississippi. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**NOTICES.** Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Mississippi without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of

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**DEED OF TRUST  
(Continued)**

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**Mississippi.**

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waive Jury.** All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Mississippi as to all Indebtedness secured by this Deed of Trust.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Beneficiary.** The word "Beneficiary" means Planters Bank & Trust Company, and its successors and assigns.

**Borrower.** The word "Borrower" means Portadown, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Default.** The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Grantor.** The word "Grantor" means Portadown, LLC.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

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**DEED OF TRUST  
(Continued)**

Page 10

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

**Lender.** The word "Lender" means Planters Bank & Trust Company, its successors and assigns.

**Note.** The word "Note" means the promissory note dated July 12, 2013, in the original principal amount of \$232,057.83 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is July 12, 2018.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

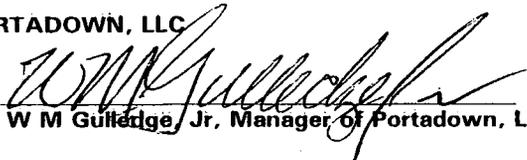
**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "Trustee" means W. Dean Belk, whose address is 200 Second St, Indianola, MS 38751 and any substitute or successor trustees.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.**

**GRANTOR:**

PORTADOWN, LLC

By: 

W M Gullidge Jr, Manager of Portadown, LLC

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DEED OF TRUST  
(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF MS )  
 ) SS  
COUNTY OF Leflore )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 6th day of July, 2013, within my jurisdiction, the within named W M Gullledge, Jr, Manager of Portadown, LLC, a Mississippi limited liability company, and acknowledged that for and on behalf of the said limited liability company, and as its act and deed, he or she signed, executed and delivered the above and foregoing Deed of Trust for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said limited liability company so to do.

[Signature]  
NOTARY PUBLIC

My Commission Expires 60149



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**EXHIBIT "A"****TRACT I**

The North Half of the Northeast Quarter of the Northwest Quarter (N $\frac{1}{2}$  of NE $\frac{1}{4}$  of NW $\frac{1}{4}$ ), Section 28, Township 20 North, Range 1 East, Leflore County, Mississippi;

and

Lots 11 and 14 in Section 21, Township 20 North, Range 1 East, Leflore County, Mississippi:

LESS AND EXCEPT that portion of Lot 11 lying between the Greenwood-Money paved road and the Tallahatchie River and being more particularly described in the following two tracts:

**TRACT A:**

Description of a 1.5 acre tract of land located in the Southwest Quarter of Section 21, Township 20 North, Range 1 East, Leflore County, Mississippi, by metes and bounds as follows, to-wit:

Begin at the Southwest corner of the East Half of the Southwest Quarter of Section 21, Township 20 North, Range 1 East, and proceed North along the West boundary of the East Half of the Southwest quarter for a distance of 2,000 feet± to a point where said West boundary intersects the Northern right of way of the Greenwood-Money paved road, said point being the point of beginning of the tract herein described; from said point of beginning proceed North 54 degrees 37 minutes East along said Northern boundary of paved road for a distance of 266 feet to a point; thence proceed North 29 degrees 15 minutes West for a distance of 123 feet to a point on the top bank of the Tallahatchie River, thence proceed South 72 degrees West along the top bank of said river for a distance of 165 feet to a point on the Western boundary of the East Half of the Southwest quarter of Section 21, thence proceed South along the Western boundary of the East Half of the Southwest Quarter for a distance of 211 feet to the point of beginning.

**TRACT B:**

Description of a 4 acre tract of land located in Section 21, Township 20 North, Range 1 East, Leflore County, Mississippi, by metes and bounds as follows:

Begin at the southwest corner of the East Half of the Southwest Quarter of Section 21, Township 20 North, Range 1 East, and proceed North along the West boundary of the East Half of the Southwest Quarter for a distance of 2,000 feet± to a point where said West boundary intersects the Northern right of way of the Greenwood-Money paved road; thence proceed North 54 degrees 37 minutes East along said Northern boundary of paved road for a distance of 266 feet to a point of beginning. From said point of beginning proceed North 54 degrees 37 minutes East along the Northern right of way of the Greenwood-Money paved road for a distance of 3,343 feet to the East boundary of Lot 7 of Section 21; thence proceed North along said boundary of Lot 7 for a distance of 100 feet to the East bank of the Tallahatchie River; thence proceed in a southwesterly direction along said eastern bank 3,400 feet± to a point located North 72 degrees East, 165 feet from the western boundary of Sectional Lot 11; thence proceed South 29 degrees 15 minutes East for a distance of 123 feet to the West or North right of way of the Greenwood-Money paved road and the point of beginning.

AND ALSO LESS AND EXCEPT: a 2.130 acre tract of land situated in Part of Sectional Lot 14, Section 21, T20N, R1E, Leflore County, Mississippi and more particularly described by metes and bounds as follows to-wit:

Beginning at the old iron stake marking the Northwest corner of Sectional Lot Ten, Section 21, T20N, R1E, Leflore County, Mississippi and proceed West for a distance of 1199.23 feet to a point; thence proceed South for a distance of 1366.05 feet to a fence corner and the point of Beginning; from said fence corner proceed around the 2.130 acre tract, N 88 degrees 14' 59" E for a distance of 293.76 feet to a fence corner; thence proceed S 01 degrees 16' 45" E for a distance of 314.02 feet to a fence corner; thence proceed S 89 degrees 07' 30" W for a distance of 301.92 feet to a fence corner; thence proceed N 00 degrees 13' 53" E for a distance of 309.59 feet to the Point of Beginning.

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AND ALSO LESS AND EXCEPT an Access Easement described as twenty feet wide situated in part of Sectional Lots 11 & 14, Section 21, T20N, R1E, Leflore County, Mississippi, and more particularly described by metes and bounds as follows, to-wit:

Beginning at the old iron stake marking the Northwest corner of Sectional Lot Ten, Section 21, T20N, R1E, Leflore County, Mississippi, and proceed West for a distance of 1199.23 feet to a point; thence proceed South for a distance of 1366.05 feet to a fence corner; from said point proceed along the fence line S 00 degrees 13' 53" W for a distance of 226.9 feet to a point on the centerline of said access easement and the POINT OF BEGINNING; from said point proceed along the centerline West for a distance of 40 feet; thence continue along said centerline N 00 degrees 27' 42" E for a distance of 975 feet to a point on the Southeast boundary of the Greenwood-Money paved public road.

**INDEXING INSTRUCTIONS:** *This property should be indexed as the N1/2 of the NE 1/4 of NW 1/4 of §28, T20N, R1E, and all of Lot 14 and part of Lot 11 in § 21, T20N, R1E, Leflore County, Mississippi.*

TRACT II

A 51.59 acre tract of land located in the Southeast corner of Section 21, Township 20 North, Range 1 East, Leflore County, Mississippi, described as follows, to-wit:

Begin at the Southeast corner of Section 21, Township 20 North, Range 1 East, Leflore County, Mississippi, as the point of beginning and proceed North 89 degrees 41 minutes 33 seconds West for a distance of 2644.48 feet to an iron pipe; thence North 0 degrees 02 minutes 30 seconds East for a distance of 850 feet to an iron pipe; thence proceed South 89 degrees 41 minutes 33 seconds East for a distance of 2642.79 feet to an iron pipe; thence proceed South 0 degrees 04 minutes 19 seconds East for a distance of 850 feet to an iron pipe and the point of beginning.

**INDEXING INSTRUCTIONS:** *This property should be indexed as a 51.59 acre tract located in the SE 1/4 of § 21, T20N, R1E, Leflore County, Mississippi.*

TRACT III

The Northeast Quarter of Section 28, Township 20 North, Range 1 East, Leflore County, Mississippi

**INDEXING INSTRUCTIONS:** *This property should be indexed as the NE 1/4 of § 28, T20N, R1E, Leflore County, Mississippi.*

TRACT IV

A 148.6389 acre tract situated in Sections 21 and 22, Township 20 North, Range 1 East, Leflore County, Mississippi, and described by metes and bounds as follows:

Begin at the 2" iron pipe located at the Northwest corner of Sectional Lot 8 of Section 21, Township 20, Range 1 East, Leflore County, Mississippi, said pipe to be the Point of Beginning of the tract herein described; thence proceed with the following bearings and distances in a clock-wise direction:

- S 90°00'00" E 670.49
- S 20°09'47" E 187.61
- S 21°56'34" E 139.79
- S 23°11'36" E 146.36
- S 24°43'55" E 157.45
- S 26°33'14" E 178.94
- S 23°53'35" E 160.60
- S 27°23'18" E 200.88
- S 27°30'56" E 153.60
- S 27°26'14" E 171.81
- S 27°32'51" E 151.67

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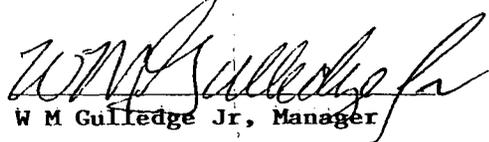
S 27°24'23" E 154.74  
S 27°23'12" E 398.43  
S 27°28'07" E 380.57  
S 29°58'41" W 953.60  
N 89°41'33" W 2642.79  
N 00°02'30" E 1810.00  
S 89°40'25" E 1319.61  
N 00°00'54" W 1329.96  
to the Point of Beginning

**INDEXING INSTRUCTIONS:** *This property should be indexed as a 148.6389 acre tract located in the SE 1/4 of §21, T20N, R1E, and in the SW 1/4 of § 22, T20N, R1E, Leflore County, Mississippi.*

The above described property is hereby made a part of the Deed of Trust to which it is attached.

SIGNED FOR IDENTIFICATION

PORTADOWN, LLC

  
W M Gullledge Jr, Manager

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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 19 2013 11:15:00AM  
In *Deed of trust*  
Book 0763 Page 153  
Sam Abraham, Chancery Clerk  
By: *Sam Abraham* D.C.



\*\*\*\*\*034007082013\*

WHEN RECORDED MAIL TO: Planters Bank & Trust Company, Greenwood Branch, 915 Medallion Dr., Greenwood, MS 38930, Tel. (662) 453-1812

This Deed of Trust prepared by: ERIC MILLER, Planters Bank & Trust Company, 915 Medallion Dr., Greenwood, MS 38930, (662) 453-1812

INDEXING INSTRUCTIONS: LOT SIX (6) LESS 150 FEET OFF THE NORTH END OF SAID LOT SIX (6) AND THE WEST ONE-THIRD OF LOT TEN (10), ALL IN BLOCK SEVENTY-TWO (72) OF THE HENRY ADDITION TO THE CITY OF GREENWOOD, LEFLORE COUNTY, MISSISSIPPI.

FOR RECORDER'S USE ONLY

DEED OF TRUST

GRANTOR: Allen Wood, Jr, 1504 West Claiborne, Greenwood, MS 38930, Tel. (662) 451-5289

LENDER / BENEFICIARY: Planters Bank & Trust Company, Greenwood Branch, 915 Medallion Dr., Greenwood, MS 38930, Tel. (662) 453-1812

TRUSTEE: W. Dean Belk, 200 Second St, Indianola, MS 38751, Tel. (662) 887-3312

THIS DEED OF TRUST is dated July 8, 2013, among Allen Wood, Jr, whose address is 1504 West Claiborne, Greenwood, MS 38930 ("Grantor"); Planters Bank & Trust Company (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and W. Dean Belk (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary, with power of sale, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals; oil, gas, geothermal and similar matters, (the "Real Property") located in LEFLORE County, State of Mississippi:

See EXHIBIT A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 706 W CHURCH ST, GREENWOOD, MS 38930.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related

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**DEED OF TRUST  
(Continued)**

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Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and

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**DEED OF TRUST  
(Continued)**

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payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Mississippi law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or

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replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or

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the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee

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a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to

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declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**Sale of Property.** Grantor waives the provisions of Section 89-1-55, Mississippi Code of 1972, as amended, and any successor provisions, as far as said Section restricts the right of Trustee to offer at sale more than one hundred and sixty acres at a time, and Trustee may offer the Property as a whole or in part and in such order as the Trustee may deem best, regardless of the manner in which it may be described.

**Foreclosure.** With respect to all or any part of the Real Property, the Trustee shall, at the request of Lender, sell the Real Property after giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972, as amended, and any successor provisions, and execute a deed to the purchaser of the Real Property. Out of the proceeds arising from the sale, the costs and expenses of executing this Deed of Trust, including a reasonable Trustee's fee and the attorneys' fees prescribed in the Note or in this Deed of Trust, shall first be paid; next the amount of the Indebtedness then remaining unpaid shall be paid; and, lastly, any balance remaining shall be paid to Grantor or to Grantor's representatives agents or assigns.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor

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also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of LEFLORE County, State of Mississippi. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**NOTICES.** Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Mississippi without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Mississippi.

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**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waive Jury.** All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Mississippi as to all Indebtedness secured by this Deed of Trust.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Beneficiary.** The word "Beneficiary" means Planters Bank & Trust Company, and its successors and assigns.

**Borrower.** The word "Borrower" means Allen Wood, Jr and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Default.** The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Grantor.** The word "Grantor" means Allen Wood, Jr.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their

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**DEED OF TRUST  
(Continued)**

quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

**Lender.** The word "Lender" means Planters Bank & Trust Company, its successors and assigns.

**Note.** The word "Note" means the promissory note dated July 8, 2013, in the original principal amount of \$48,500.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is July 5, 2018.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "Trustee" means W. Dean Belk, whose address is 200 Second St, Indianola, MS 38751 and any substitute or successor trustees.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.**

GRANTOR:

x   
Allen Wood, Jr

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DEED OF TRUST  
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MS )  
 ) SS  
COUNTY OF Leflore )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 8th day of July, 2013, within my jurisdiction, the within named Allen Wood, Jr., who acknowledged that he or she signed, executed and delivered the above and foregoing Deed of Trust for the purposes mentioned on the day and year therein mentioned.

Michael Downs

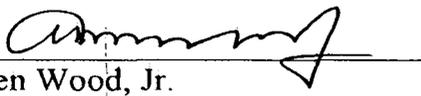
NOTARY PUBLIC  
My Commission Expires  
STATE OF MISSISSIPPI  
ID No  
60149  
NOTARY PUBLIC  
Comm Expires  
August 1, 2016  
LEFLORE COUNTY

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## EXHIBIT "A"

Lot Six (6) less 150 feet off the north end of said Lot Six (6) and the West one-third of Lot Ten (10), all in Block Seventy-Two (72) of the HENRY ADDITION to the City of Greenwood, Leflore County, Mississippi, as the same appears upon the map of said Block Seventy-Two (72) of said Henry Addition in Book 1, Page 11, of the Records of Plats on file in the office of the Chancery Clerk of Leflore County, Mississippi

Signed for identification:

  
Allen Wood, Jr.

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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 19 2013 04:05:00PM  
In *Need of Trust*  
Book 0763 Page 165  
Sam Abraham, Chancery Clerk  
By: *Diane Kelly* D.C.

(Space Above This Line For Recording Data)

This Instrument Prepared By: TRUSTMARK NATIONAL BANK  
Cheryl McCoy

After Recording Return To:  
TRUSTMARK NATIONAL BANK  
201 COUNTRY PLACE PKWY, SUITE B  
PEARL, MISSISSIPPI 39208  
Loan Number: 4103376

**DEED OF TRUST**

**THIS LOAN IS NOT ASSUMABLE  
WITHOUT THE APPROVAL OF THE  
DEPARTMENT OF VETERANS AFFAIRS  
OR ITS AUTHORIZED AGENT.**

MIN: 100213400041033765

MERS Phone: 888-679-6377

Grantor/Borrower: Kevin S Hayes, 406 Main Street, Greenwood, MS 38930  
(662) 453-3311

Grantee: TRUSTMARK NATIONAL BANK, 201 COUNTRY PLACE PKWY, SUITE B,  
PEARL, MISSISSIPPI 39208 (800) 844-2000

Beneficiary: MERS is organized and existing under the laws of Delaware, and MERS has a mailing address of  
P.O. Box 2026, Flint, MI 48501-2026 and a street address of 1901 E. Voorhees Street, Suite C, Danville, IL  
61834. Telephone number is (888) 679-MERS.

Trustee: T. Harris Collier, III, 248 East Capitol Street, Jackson,  
Mississippi 39201



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Indexing Instructions: The real property described herein is situated in the Quarter of the Quarter of Section , Township LEFLORE Range of the LEFLORE County, Mississippi. Judicial District of

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 20. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated JULY 15, 2013 , together with all Riders to this document. (B) "Borrower" is Kevin S Hayes a single man

Borrower is the trustor under this Security Instrument. (C) "Lender" is TRUSTMARK NATIONAL BANK

Lender is a NATIONAL BANKING ASSOCIATION organized and existing under the laws of THE UNITED STATES OF AMERICA Lender's address is 201 COUNTRY PLACE PKWY, SUITE B, PEARL, MISSISSIPPI 39208

(D) "Trustee" is T. Harris Collier, III 248 East Capitol Street, Jackson, Mississippi 39201

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and MERS has a mailing address of P.O. Box 2026, Flint, MI 48501-2026 and a street address of 1901 E. Voorhees Street, Suite C, Danville, IL 61834. Telephone number is (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated JULY 15, 2013 The Note states that Borrower owes Lender FORTY-ONE THOUSAND THREE HUNDRED TWENTY AND 00/100 Dollars (U.S. \$ 41,320.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 1, 2028

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider, Balloon Rider, 1-4 Family Rider, Condominium Rider, Planned Unit Development Rider, Biweekly Payment Rider, Second Home Rider, Other(s) [specify] VA Assumption Policy Rider



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- (J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (M) "Escrow Items" means those items that are described in Section 3.
- (N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of LEFLORE

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE EXHIBIT 'A' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

which currently has the address of

Greenwood, Mississippi 329 W Adams Ave

[City] [Street]

[Zip Code] 38930-3401 ("Property Address")



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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.



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Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; and (c) premiums for any and all insurance required by Lender under Section 5. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only



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so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds



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shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 21 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.



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Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.



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All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

**13. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**14. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender.



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If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**15. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**16. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**17. Transfer of the Property; Acceleration; Assumption.** This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code. The acceptability of any assumption shall also be subject to the following additional provisions:

(a) **Funding Fee:** A fee equal to one-half of 1 percent of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729(c).

(b) **Processing Charge:** Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies.

(c) **Indemnity Liability Assumption:** If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

If the acceptability of the assumption of this loan is not established for any reason, and Lender exercises its option to declare all sums secured by this Security Instrument immediately due and payable, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such



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action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

**19. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 21 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

**20. Hazardous Substances.** As used in this Section 20: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the



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Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give Borrower, in the manner provided in Section 14, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by Applicable Law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in LEFLORE County as Trustee designates in the notice of sale in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. If Trustee is requested to cancel this Security Instrument, all notes evidencing debt secured by this Security Instrument shall be surrendered to Trustee. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**23. Substitute Trustee.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

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**NOTICE TO BORROWER**

Department of Veterans Affairs regulations at 38 C.F.R. 36.4337 provide as follows:

"Regulations issued under 38 U.S.C. Chapter 37 and in effect on the date of any loan which is submitted and accepted or approved for a guaranty or for insurance thereunder, shall govern the rights, duties, and liabilities of the parties to such loan and any provisions of the loan instruments inconsistent with such regulations are hereby amended and supplemented to conform thereto."

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

  
Kevin S Hayes (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

Witness:

Witness:



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[Space Below This Line For Acknowledgment]

STATE OF MISSISSIPPI

COUNTY OF LEFLORE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 15<sup>th</sup> day of July, 2013, within my jurisdiction, the within named Kevin S Hayes

who acknowledged that he/she/they executed the above and foregoing instrument.



Florence M. Nunley  
NOTARY PUBLIC

My commission expires: 6/10/17



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**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTY**

The East Half of Lot Eight (E ½ of Lot 8) of the West Adams Addition to the City of Greenwood Leflore County, Mississippi, as shown by map of said addition, recorded in Plat Book 3, at page 42 in the Records and Maps of Leflore County, Mississippi.

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Loan Number: 4103376  
Case Number: 23-23-6-0357915

**VA ASSUMPTION POLICY RIDER**

**THIS LOAN IS NOT ASSUMABLE  
WITHOUT THE APPROVAL OF THE  
DEPARTMENT OF VETERANS AFFAIRS  
OR ITS AUTHORIZED AGENT.**

THIS ASSUMPTION POLICY RIDER is made this 15th day of JULY, 2013, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt ("Instrument") of the same date herewith, given by the undersigned ("Mortgagor") to secure the Mortgagor's Note ("Note") of the same date to TRUSTMARK NATIONAL BANK

("Mortgagee") and covering the property described in the Instrument and located at:  
329 W Adams Ave, Greenwood, Mississippi 38930-3401

(Property Address)

Notwithstanding anything to the contrary set forth in the Instrument, Mortgagee and Mortgagor hereby acknowledges and agrees to the following:

**GUARANTY:** Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits", the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

**TRANSFER OF THE PROPERTY:** If all or any part of the Property or any interest in it is sold or transferred, this loan shall be immediately due and payable upon transfer ("assumption") of the property securing such loan to any transferee ("assumer"), unless the acceptability of the assumption and transfer of this loan is established by the Department of Veterans Affairs or its authorized agent pursuant to section 3714 of Chapter 37, Title 38, United States Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:



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**(a) ASSUMPTION FUNDING FEE:** A fee equal to one-half of 1 percent (.50%) of the unpaid principal balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the mortgagee or its authorized agent, as trustee for the Secretary of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the mortgagee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (b).

**(b) ASSUMPTION PROCESSING CHARGE:** Upon application for approval to allow assumptions and transfer of this loan, a processing fee may be charged by the mortgagee or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which section 3714 of Chapter 37, Title 38, United States Code applies.

**(c) ASSUMPTION INDEMNITY LIABILITY:** If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Mortgagor(s) has executed this Assumption Policy Rider.

  
Kevin S Hayes (Seal)  
Mortgagor

\_\_\_\_\_  
(Seal)  
Mortgagor



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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 19 2013 04:30:00PM  
In *Deed of Trust*  
Book 0763 Page 182  
Sam Abraham, Chancery Clerk  
By: *Diane Kelly* D.C.

Deed of Trust

Prepared By:  
Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Return to:  
Bank of Commerce  
P O Box 546  
Greenwood, Ms 38935-0546  
662-453-4142

Borrower Information:  
James E. Tanksley, Jr. and Peggy Mims Tanksley  
801 E. Claiborne Ave.  
Greenwood, MS 38930  
660/453-8207

Grantee Information:  
Bank of Commerce  
310 Howard Street  
Greenwood, MS 38935-0546  
662-453-4142

Grantor Information:  
James E. Tanksley, Jr. and Peggy Mims Tanksley  
801 E. Claiborne Ave.  
Greenwood, MS 38930  
660/453-8207

Trustee Information:  
310 Howard Street  
Greenwood, MS 389035-0546  
662-453-4142

Beneficiary Information:  
Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Other Party to Instrument:  
Name N/A  
Street N/A  
City, State, Zip  
Business Phone Number

Indexing Instructions: That part of Lot 2 in Block 8 of the Whittington Addition to the City of Greenwood, Leflore Co., MS

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THIS INSTRUMENT PREPARED BY:  
Bank of Commerce  
P.O. Box 546  
310 Howard Street  
Greenwood, MS 35935-0546  
(662)453-4142

AFTER RECORDING RETURN TO:  
Bank of Commerce  
P.O. Box 546  
310 Howard Street  
Greenwood, MS 38935-0546

(Space Above This Line For Recording Data)

LOAN NUMBER: 74398

**COMMERCIAL REAL ESTATE DEED OF TRUST  
FUTURE ADVANCES AND FUTURE OBLIGATIONS ARE SECURED BY THIS REAL ESTATE  
DEED OF TRUST**

This COMMERCIAL REAL ESTATE DEED OF TRUST, ("Security Instrument") is made on July 17, 2013 by the grantor(s) JAMES E TANKSLEY Jr. and PEGGY MIMS TANKSLEY, whose address is 801 E CLAIBORNE AVE, GREENWOOD, Mississippi 38930 ("Grantor"). The trustee is Terry W. Green - Bank of Commerce whose address is P.O. Box 546, 310 Howard Street, Greenwood, Mississippi 38935-0546 ("Trustee"). The beneficiary is Bank of Commerce whose address is 310 Howard Street, Greenwood, Mississippi 38935 ("Lender"), which is organized and existing under the laws of the State of Mississippi. Grantor owes Lender the principal sum of Sixty-eight Thousand Three Hundred and 00/100 Dollars (U.S. \$68,300.00), which is evidenced by the promissory note dated July 17, 2013. Grantor in consideration of this loan and any future loans extended by Lender up to a maximum principal amount of Sixty-eight Thousand Three Hundred and 00/100 Dollars (U.S. \$68,300.00) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, irrevocably grants, conveys, warrants, bargains, sells, transfers, pledges and assigns to Trustee, in trust, with power of sale, the following described property located in the City of Leflore, State of Mississippi:

Address: 1500 Main Street, GREENWOOD, Mississippi 38930

Legal Description: SEE ATTACHED EXHIBIT

**INDEXING INSTRUCTIONS: That part of Lot Two (2) in Block Eight (8) of the Whittington Addition to the City of Greenwood, MS**

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in



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connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

This is a **PURCHASE MONEY DEED OF TRUST**.

**RELATED DOCUMENTS.** The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

**INDEBTEDNESS.** This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from JAMES E TANKSLEY Jr. and PEGGY MIMS TANKSLEY to Bank of Commerce, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

**MATURITY DATE.** The Indebtedness, if not paid earlier, shall be due on July 16, 2018.

**FUTURE ADVANCES.** To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

**CROSS COLLATERALIZATION.** It is the expressed intent of Grantor to cross collateralize all of its Indebtedness and obligations to Lender, howsoever arising and whensoever incurred, except any obligation existing or arising against the principal dwelling of any Grantor.

**WARRANTIES.** Grantor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

**Performance of Obligations.** Grantor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

**Defense and Title to Property.** At the time of execution and delivery of this instrument, Grantor is lawfully seized of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Grantor covenants that the Property is unencumbered and free of all liens, except for encumbrances of record acceptable to Lender. Further, Grantor covenants that Grantor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

**Condition of Property.** Grantor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

**Removal of any Part of the Property.** Grantor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.



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**Alterations to the Property.** Grantor promises to abstain from the commission of any waste on or in connection with the Property. Further, Grantor shall make no material alterations, additions or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Grantor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

**Due on Sale - Lender's Consent.** Grantor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

**Insurance.** Grantor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 10 days notice prior to cancellation. At Lender's discretion, Grantor may be required to produce receipts of paid premiums and renewal policies. If Grantor fails to obtain the required coverage, Lender may do so at Grantor's expense. Grantor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Grantor.

**Payment of Taxes and Other Applicable Charges.** Grantor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Grantor or the Property.

**Environmental Laws and Hazardous or Toxic Materials.** Grantor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Grantor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Grantor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Grantor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Grantor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Grantor or Grantor's failure to comply fully and timely with environmental laws.

**Financial Information.** Grantor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Grantor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records and files of Grantor.

**Lender's Right to Enter.** Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Grantor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect



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such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Grantor.

**ASSIGNMENT OF LEASES AND RENTS.** As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Grantor hereby assigns and transfers over to Lender all rents, income and profits ("Rents") under any present or future leases, subleases or licenses of the Property, including any guaranties, extensions, amendments or renewals thereof, from the use of the Property. So long as Grantor is not in default, Grantor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Grantor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

**CONDEMNATION.** Grantor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

**GRANTOR'S ASSURANCES.** At any time, upon a request of Lender, Grantor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

**ATTORNEY-IN-FACT.** Grantor appoints Lender as attorney-in-fact on behalf of Grantor. If Grantor fails to fulfill any of Grantor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Grantor. This power of attorney shall not be affected by the disability of the Grantor.

**EVENTS OF DEFAULT.** The following events shall constitute default under this Security Instrument (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Grantor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Grantor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Grantor for the benefit of Grantor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership or management of Grantor or any person obligated on the Indebtedness; or
- (g) Lender deems itself insecure for any reason whatsoever.

**REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Grantor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the



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Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE GRANTOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made in it. If Lender chooses to invoke the power of sale, Lender or Trustee will provide notice of sale pursuant to applicable law. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointments confers. Grantor hereby irrevocably consents to such appointment and waives notice of any application therefor.

**NO WAIVER.** No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

**SUBSTITUTE TRUSTEE.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

**JOINT AND SEVERAL LIABILITY.** If this Security Instrument should be signed by more than one person, all persons executing this Security Instrument agree that they shall be jointly and severally bound, where permitted by law.

**SURVIVAL.** Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns and successors of Grantor.

**NOTICES AND WAIVER OF NOTICE.** Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective: (i) when it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Any such notice shall be addressed to the party given at the beginning of



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this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Grantor waives notice of Lender's acceptance of this Security Instrument, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

**TO THE EXTENT PERMITTED BY LAW, GRANTOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.**

**WAIVER OF APPRAISEMENT RIGHTS.** Grantor waives all appraisement rights relating to the Property to the extent permitted by law.

**LENDER'S EXPENSES.** Grantor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

**ASSIGNABILITY.** Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Grantor. Grantor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

**GOVERNING LAW; JURISDICTION.** This Security Instrument will be governed by the laws of the State of Mississippi including all proceedings arising from this Security Instrument. The parties to this Security Instrument hereby waive any plea of jurisdiction or venue on the ground that they are not a resident of Leflore County, Mississippi, and hereby specifically authorize any action brought to enforce the Indebtedness to be instituted and prosecuted in the appropriate court of the County of Leflore or in the United States District Court for the district assigned to said County and state.

**SEVERABILITY.** If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

**UNIFORM COMMERCIAL CODE (U.C.C.)** Grantor grants to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property. Grantor authorizes Lender to file any financing statements required under the Uniform Commercial Code.

**ORAL AGREEMENTS DISCLAIMER.** This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**By signing this Security Instrument, each Grantor acknowledges that all provisions have been read and understood.**

*James E. Tanksley Jr.* 7/17/13  
JAMES E. TANKSLEY Jr. Date  
Individually

*Peggy Mims Tanksley* 7-17-13  
PEGGY MIMS TANKSLEY Date  
Individually



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INDIVIDUAL ACKNOWLEDGMENT

STATE OF MISSISSIPPI )  
 )  
COUNTY OF )

Personally appeared before me, the undersigned authority in and for the said county and state, on this 7-17-13, within my jurisdiction, the within named JAMES E TANKSLEY Jr. and PEGGY MIMS TANKSLEY, who acknowledged that they executed the above and foregoing instrument.

My commission expires: 4-15-16

*Carli Pruett*

Identification Number

(Affix official seal, if applicable)



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**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTY**

That part of Lot Two (2), in Block Eight (8) of the Whittington Addition to the City of Greenwood, in said county and state as shown by map of said addition recorded in Book 3, at Page 25, of the Map Records of said county and state, as described by metes and bounds as follows, to-wit:

Begin at the Southwest corner of Lot Two (2) in Block Eight (8), Whittington Addition to the City of Greenwood, Mississippi, run thence North along the West line of said Lot 2 a distance of 68.8 feet to a point which is 50 feet westerly from the center line of U.S. Highway No. 49-E, measured at right angles thereof; thence southeasterly, parallel with and 50 feet from said center line 70.8 feet to the South line of said Lot 2; thence West on the South line of said Lot 2 a distance of 16.75 feet to the point of beginning, containing 0.013 acres, more or less;

Lots Three (3) and Four (4), less that part of said Lot Three (3) sold and conveyed by W. M. Whittington to the State Highway Commission of Mississippi by deed dated December 30, 1936, and recorded in Book 71, at Page 203, of the Land Deed Records of Leflore County, Mississippi, in Block 8 of said Whittington Addition;

Lots Five (5) and Six (6) in Block Eight (8) of said Whittington Addition;

Six (6) feet evenly off the East side of Lot Seven (7) of Block Eight (8) of said Whittington Addition;

Lots One (1), Two (2), Three (3), and Four (4), in Block Eighteen (18) of said Whittington Addition, less and excepting from said lots the portion thereof conveyed by Joe and Mary Splown to the State of Mississippi on December 30, 1936, by deed recorded in Deed Book 71, at Page 200, of the Records of said county and state, reference to which is hereby made for a more particularly description of the lands excepted from this conveyance;

Lot Five (5) in Block Eighteen (18) of said Whittington Addition; less 6' evenly off West side thereof;

Together with all improvements located thereon, said premises heretofore having been known as Wholesale Motor Co., and designated 1500 Main Street, Greenwood, Mississippi.

Lot Seven (7), less and except, however, 6' evenly off the East side thereof, and Lot Eight (8) of Block Eight (8), Whittington Addition to the City of Greenwood, Mississippi, in said City of Greenwood, in Leflore County, Mississippi, as said lots are shown upon plat of said Addition in Book 3, at page 25, of the Map Records on file in the office of the Chancery Clerk of said County and State.

JAMES E. TANKSLEY, JR. &  
PEGGY MIMS TANKSLEY

TO JAMES A. MIMS, JR.

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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 19 2013 04:31:00PM  
In Deed  
Book 0763 Page 191  
Sam Abraham, Chancery Clerk  
By: Siame Kelly D.C.

This Document Prepared By:

Charles J. Swayze, III - MSB #102297  
308 Fulton Street  
P.O. Box 941  
Greenwood, MS 38935-0941  
(662) 453-7325

Indexing Instructions:

Tract 1 - Lots 2, 3, 4, 5, 6, 7, & 8, Block 8;  
Lots 1, 2, 3, 4 & 5, Block 18, Whittington  
Addition  
Greenwood, Leflore County, MS

**LAND DEED OF TRUST**

**THIS INDENTURE**, made and entered into this day by and between **James E. Tanksley, Jr.** and **Peggy Mims Tanksley**, whose address is 801 East Claiborne Avenue, Greenwood, Mississippi, as Grantors (herein designated as "Debtor"), and **H. Donald Brock, Jr.**, as Trustee, and **James A. Mims, Jr.**, 13422 Highway 82, Greenwood, Mississippi 38930, as Beneficiary (herein designated as "Secured Party").

**WITNESSETH**

**WHEREAS**, Debtor is indebted to Secured Party in the full sum of Eighty-Two Thousand and no/100 dollars (\$82,000.00) evidenced by one promissory note of even date herewith in favor of Secured Party, bearing interest from the date thereof at the rate specified in the note, providing for payment of attorneys' fees for collection if not paid according to the terms thereof and being due and payable as set forth below:

Promissory Note in the amount of \$82,000.00 will bear interest at the rate of 5% per annum, with principal and interest being due and payable in 240 monthly installments of \$541.16 commencing on August 1, 2013, with a final payment due and payable on July 1, 2033.

**WHEREAS**, Debtor desires to secure prompt payment of (a) the indebtedness described above according to its terms and any extensions thereof, (b) any additional and future advances with interest thereon which Secured Party may make to Debtor as provided in Paragraph 1, (c) any other indebtedness which Debtor may now or hereafter owe to Secured Party as provided in Paragraph 2 and (d) any advances with interest which Secured Party may make to protect the property herein conveyed as provided in Paragraphs 3, 4, 5 and 6 (all being herein referred to as the "Indebtedness").

This instrument, together with indebtedness therein mentioned is transferred and assigned to  
James K. & Betty J. Mims  
Assignment recorded in Book 780  
Page 429 of Records of Land Deeds of Trust  
This June 27, 2014  
SAM ABRAHAM, Clerk  
BY Siame Kelly, D.C.

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**NOW THEREFORE**, in consideration of the existing and future Indebtedness herein recited, Debtor hereby conveys and warrants unto Trustee the land described below situated at 1500 Main Street, Greenwood, Leflore County, Mississippi:

SEE ATTACHED EXHIBIT "A"

together with all improvements now or hereafter erected on, and all fixtures of any and every description now or hereafter attached to, said land (all being referred to as the "Property"). Said property does not constitute any part of Debtor's homestead. Notwithstanding any provision in this agreement or in any other agreement with Secured Party, the Secured Party shall not have a nonpossessory security interest in and its Collateral or Property shall not include any household goods (as defined in Federal Reserve Board Regulation AA, Subpart B), unless the household goods are identified in a security agreement and are acquired as a result of a purchase money obligation. Such household goods shall only secure said purchase money obligation (including any refinancing thereof).

**THIS CONVEYANCE, HOWEVER, IS IN TRUST**, to secure prompt payment of all existing and future Indebtedness due by Debtor to Secured Party under the provisions of this Deed of Trust. If Debtor shall pay said Indebtedness promptly when due and shall perform all covenants made by Debtor, then this conveyance shall be void and of no effect. If Debtor shall be in default as provided in Paragraph 9, then, in that event, the entire Indebtedness, together with all interest accrued thereon, shall, at the option of Secured Party, be and become at once due and payable without notice to Debtor, and Trustee shall, at the request of Secured Party, sell the Property conveyed, or a sufficiency thereof, to satisfy the Indebtedness at public outcry to the highest bidder for cash. Sale of the property shall be advertised for three consecutive weeks preceding the sale in a newspaper published in the county where the Property is situated, or if none is so published, then in some newspaper having a general circulation therein, and by posting a notice for the same time at the courthouse of the same county. The notice and advertisement shall disclose the names of the original debtors in this Deed of Trust. Debtors waive the provisions of Section 89-1-55 of the Mississippi Code of 1972, as amended, if any, as far as this section restricts the right of Trustee to offer at sale more than 160 acres at a time, and Trustee may offer the property herein conveyed as a whole, regardless of how it is described.

If the Property is situated in two or more counties, or in two judicial districts of the same county, trustee shall have full power to select in which county, or judicial district, the sale of the property is to be made, newspaper advertisement published and notice of sale posted, and Trustee's selection shall be binding upon Debtor and Secured Party. Should Secured Party be a corporation or an unincorporated association, then any officer thereof may declare Debtor to be in default as provided in Paragraph 9 and request Trustee to sell the Property. Secured Party shall have the same right to purchase the property at the foreclosure sale as would a purchaser who is not a party to this Deed of Trust.

From the proceeds of the sale Trustee shall first pay all costs of the sale including reasonable compensation to Trustee; then the Indebtedness due Secured Party by Debtor, including accrued interest and attorneys' fees due for collection of the debt; and then, lastly, any balance remaining to Debtor.

**IT IS AGREED** that this conveyance is made subject to the covenants, stipulations and conditions set forth below which shall be binding upon all parties hereto.

1. This Deed of Trust shall also secure all future and additional advances which Secured Party may make to Debtor from time to time upon the security herein conveyed. Such advances shall be optional with Secured Party and shall be on such terms as to amount, maturity and rate of interest as

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may be mutually agreeable to both Debtor and Secured Party. Any such advance may be made to any one of the Debtors should there be more than one, and if so made, shall be secured by this Deed of trust to the same extent as if made to all Debtors.

2. This Deed of Trust shall also secure any and all other indebtedness of Debtor due to Secured party with interest thereon as specified, or of any one of the Debtors should there be more than one, whether direct or contingent, primary or secondary, sole, joint or several, now existing or hereafter arising at any time before cancellation of the Deed of Trust. Such Indebtedness may be evidenced by note, open account, overdraft, endorsement, guaranty or otherwise.

3. Debtor shall keep all improvements on the land herein conveyed insured against fire, all hazards included within the term "extended coverage", flood in areas designated by the U. S. Department of Housing and Urban Development as being subject to overflow and such other hazards as Secured Party may reasonably require in such amounts as Debtor may determine but for not less than the Indebtedness secured by this Deed of Trust. All policies shall be written by reliable insurance companies acceptable to Secured Party, shall include standard loss payable clauses in favor of Secured Party and shall be delivered to Secured Party. Debtor shall promptly pay when due all premiums charged for such insurance, and shall furnish Secured Party the premium receipts for inspection. Upon Debtor's failure to pay the premiums, Secured Party shall have the right, but not the obligation, to pay such premiums. In the event of a loss covered by the insurance in force, Debtor shall promptly notify Secured Party who may make proof of loss if timely proof is not made by Debtor. All loss payments shall be made directly to Secured Party as loss payee who may either apply the proceeds to the repair or restoration of the damaged improvements or to the Indebtedness of Debtor, or release such proceeds in whole or in part to Debtor.

4. Debtor shall pay all taxes and assessments, general or special, levied against the Property or upon the interest of Trustee or Secured Party therein, during the term of this Deed of Trust before such taxes or assessments become delinquent, and shall furnish Secured Party the tax receipts for inspection. Should Debtor fail to pay all taxes and assessments when due, Secured Party shall have the right, but not the obligation, to make these payments.

5. Debtor shall keep the Property in good repair and shall not permit or commit waste, impairment or deterioration thereof. Debtor shall use the Property for lawful purposes only. Secured Party may make or arrange to be made entries upon and inspections of the Property after first giving Debtor notice prior to any inspection specifying a just cause related to Secured Party's interest in the Property. Secured Party shall have the right, but not the obligation, to cause needed repairs to be made to the Property after first affording Debtor a reasonable opportunity to make the repairs.

Should the purpose of the primary Indebtedness for which this Deed of Trust is given as security be for construction of improvements on the land herein conveyed, Secured Party shall have the right to make or arrange to be made entries upon the Property and inspections of the construction in progress. Should Secured Party determine that Debtor is failing to perform such construction in a timely and satisfactory manner. Secured Party shall have the right, but not the obligation, to take charge of and proceed with the construction at the expense of Debtor after first affording Debtor a reasonable opportunity to continue the construction in a manner agreeable to Secured Party.

6. Any sums advanced by Secured Party for insurance, taxes, repairs or construction as provided in Paragraphs 3, 4 and 5 shall be secured by this Deed of Trust as advances made to protect the Property and shall be payable by Debtor to Secured Party, with interest at the rate specified in the note

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representing the primary Indebtedness, within thirty days following written demand for payment sent by Secured Party to Debtor by certified mail. Receipts for insurance premiums, taxes and repair or construction costs for which Secured Party has made payment shall serve as conclusive evidence thereof.

7. As additional security Debtor hereby assigns to Secured Party all rents accruing on the Property. Debtor shall have the right to collect and retain the rents as long as Debtor is not in default as provided in Paragraph 9. In the event of default, Secured Party in person, by an agent or by a judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and collect the rents. All rents so collected shall be applied first to the costs of managing the Property and collecting the rents, including fees for a receiver and an attorney, commissions to rental agents, repairs and other necessary related expenses and then to payments on the Indebtedness.

8. If all or any part of the Property, or an interest therein, is sold or transferred by Debtor, excluding (a) the creation of a lien subordinate to this Deed of Trust, (b) a transfer by devise, by descent or by operation of law upon the death of a joint owner or (c) the grant of a leasehold interest of three years or less not containing an option to purchase, Secured Party may declare all the Indebtedness to be immediately due and payable. Secured Party shall be deemed to have waived such option to accelerate if, prior or subsequent to the sale or transfer, Secured Party and Debtor's successor in interest reach agreement in writing that the credit of such successor in interest is satisfactory to Secured Party and that the successor in interest will assume the Indebtedness so as to become personally liable for the payment thereof. Upon Debtor's successor in interest executing a written assumption agreement accepted in writing by Secured party, Secured Party shall release Debtor from all obligations under the Deed of trust and the Indebtedness.

If the conditions resulting in a waiver of the option to accelerate are not satisfied, and if Secured Party elects not to exercise such option, then any extension or modification of the terms of repayment from time to time by Secured Party shall not operate to release Debtor or Debtor's successor in interest from any liability imposed by this Deed of Trust or by the Indebtedness.

If Secured Party elects to exercise the option to accelerate, Secured Party shall send Debtor notice of acceleration by certified mail. Such notice shall provide a period of thirty days from the date of mailing within which Debtor may pay the Indebtedness in full. If Debtor fails to pay such Indebtedness prior to the expiration of thirty days, Secured party may, without further notice to Debtor, invoke any remedies set forth in this Deed of Trust.

9. Debtor shall be in default under the provisions of this Deed of Trust if Debtor (a) shall fail to comply with any of Debtor's covenants or obligations contained herein, (b) shall fail to pay any of the Indebtedness secured hereby, or any installment thereof or interest thereon, as such Indebtedness, installment or interest shall be due by contractual agreement or by acceleration, (c) shall become bankrupt or insolvent or be placed in receivership, (d) shall, if a corporation, a partnership or an unincorporated association, be dissolved voluntarily or involuntarily, or (e) if Secured Party in good faith deems itself insecure and its prospect of repayment seriously impaired.

10. Secured Party may at any time, without giving formal notice to the original or any successor Trustee, or to Debtor, and without regard to the willingness or inability of any such Trustee to execute this Deed of Trust, appoint another person or succession of persons to act as Trustee, and such appointee upon the execution of this Deed of Trust shall have all the powers vested in and obligations imposed upon Trustee. Should Secured Party be a corporation or an unincorporated association, then any officer thereof may make such appointment.

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11. Each privilege, option or remedy provided in this Deed of Trust to Secured Party is distinct from every other privilege, option or remedy contained herein or afforded by law or equity, and may be exercised independently, concurrently, cumulatively or successively by Secured Party or by any other owner or holder of the Indebtedness. Forbearance by Secured Party in exercising any privilege, option or remedy after the right to do so has accrued shall not constitute a waiver of Secured Party's right to exercise such privilege, option or remedy in event of any subsequent accrual.

12. The words "Debtor" or "Secured Party" shall each embrace one individual, two or more individuals, a corporation, a partnership or an unincorporated association, depending on the recital herein of the parties to this Deed of Trust. The covenants herein contained shall bind, and the benefits herein provided shall inure to the respective legal or personal representatives, successors or assigns of the parties hereto subject to the provisions of Paragraph 8. If there be more than one Debtor, then Debtor's obligations shall be joint and several. Whenever in this Deed of Trust the context so requires, the singular shall include the plural and the plural the singular, and the masculine shall include the feminine and the feminine the masculine. Notices required herein from Secured Party to Debtor shall be sent to the address of Debtor shown in this Deed of Trust.

IN WITNESS WHEREOF, Debtor has executed this Deed of Trust on the 17<sup>th</sup> day of July, 2013.

*James E. Tanksley, Jr.*  
JAMES E. TANKSLEY, JR.  
*Peggy Mims Tanksley*  
PEGGY MIMS TANKSLEY

STATE OF MISSISSIPPI  
COUNTY OF LEFLORE

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named **James E. Tanksley, Jr. and Peggy Mims Tanksley**, husband and wife, who severally acknowledged that they signed and delivered the above and foregoing Deed of Trust on the day and year and for the purposes therein mentioned.

Given under my hand and official seal of office, this the 17<sup>th</sup> day of July, 2013.

*Florence M. Nunley*  
NOTARY PUBLIC

My Commission Expires:  
6/10/17



H:\user1\ejstiii\tankaley dt.wpd

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**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTY**

That part of Lot Two (2), in Block Eight (8) of the Whittington Addition to the City of Greenwood, in said county and state as shown by map of said addition recorded in Book 3, at Page 25, of the Map Records of said county and state, as described by metes and bounds as follows, to-wit:

Begin at the Southwest corner of Lot Two (2) in Block Eight (8), Whittington Addition to the City of Greenwood, Mississippi, run thence North along the West line of said Lot 2 a distance of 68.8 feet to a point which is 50 feet westerly from the center line of U.S. Highway No. 49-E, measured at right angles thereof; thence southeasterly, parallel with and 50 feet from said center line 70.8 feet to the South line of said Lot 2; thence West on the South line of said Lot 2 a distance of 16.75 feet to the point of beginning, containing 0.013 acres, more or less;

Lots Three (3) and Four (4), less that part of said Lot Three (3) sold and conveyed by W. M. Whittington to the State Highway Commission of Mississippi by deed dated December 30, 1936, and recorded in Book 71, at Page 203, of the Land Deed Records of Leflore County, Mississippi, in Block 8 of said Whittington Addition;

Lots Five (5) and Six (6) in Block Eight (8) of said Whittington Addition;

Six (6) feet evenly off the East side of Lot Seven (7) of Block Eight (8) of said Whittington Addition;

Lots One (1), Two (2), Three (3), and Four (4), in Block Eighteen (18) of said Whittington Addition, less and excepting from said lots the portion thereof conveyed by Joe and Mary Spown to the State of Mississippi on December 30, 1936, by deed recorded in Deed Book 71, at Page 200, of the Records of said county and state, reference to which is hereby made for a more particularly description of the lands excepted from this conveyance;

Lot Five (5) in Block Eighteen (18) of said Whittington Addition; less 6' evenly off West side thereof;

Together with all improvements located thereon, said premises heretofore having been known as Wholesale Motor Co., and designated 1500 Main Street, Greenwood, Mississippi.

Lot Seven (7), less and except, however, 6' evenly off the East side thereof, and Lot Eight (8) of Block Eight (8), Whittington Addition to the City of Greenwood, Mississippi, in said City of Greenwood, in Leflore County, Mississippi, as said lots are shown upon plat of said Addition in Book 3, at page 25, of the Map Records on file in the office of the Chancery Clerk of said County and State.

BANK OF AMERICA, N.A. AS SUCCESSOR TO  
BY MERGER TO LASALLE BANK AS SUCCESSOR  
TO LASALLE BANK MIDWEST N.A. FKA  
STANDARD FEDERAL BANK NATIONAL  
ASSOCIATION FKA MICHIGAN NATIONAL  
BANK FKA MICHIGAN NATIONAL BANK OF  
DETROIT FKA MICHIGAN BANK

JAY M. PHILLEY &  
DEBBIE S. PHILLEY

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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 22 2013 11:35:00 A.M.  
In Deed of Trust  
Book 0763 Page 197  
Sam Abraham, Chancery Clerk  
By: Quinn Kelly D.C.

Document Prepared By and  
When Recorded Return To:  
ReconTrust Company, N.A.  
2575 W. Chandler Blvd.  
Mail Stop: AZ1-804-02-11  
Chandler, AZ 85224  
(800) 540-2684



UID: 8a337d82-b525-41c4-92b0-2584dacbb266  
DOCID\_13787342789813733

RELEASE OF DEED OF TRUST

TO: The CLERK of the CHANCERY COURT of LEFLORE, Mississippi

You are hereby authorized and directed to mark canceled and satisfied of record the following described Deed of Trust executed by

JAY M. PHILLEY, DEBBIE S. PHILLEY

to ABN AMRO MORTGAGE GROUP, INC. which is of record in Book 563 at Page 146, Document Number N/A, of the Records of Deed of Trust in the office of the Chancery Clerk of LEFLORE County, Mississippi.

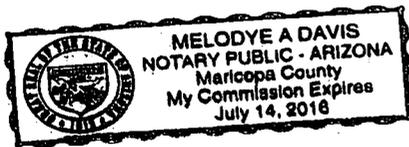
WITNESS our hand this 16 day of July, 2013.

Bank of America, N.A. as successor by merger to LaSalle Bank as successor to LaSalle Bank Midwest N.A. fka Standard Federal Bank National Association fka Michigan National Bank fka Michigan National Bank of Detroit fka Michigan Bank NA fka Michigan Bank

Sharon Liu, Assistant Vice President

STATE OF ARIZONA  
COUNTY OF MARICOPA

On 7-16-13, before me, Melodye A. Davis, Notary Public, personally appeared Sharon Liu, Assistant Vice President of Bank of America, N.A. as successor by merger to LaSalle Bank as successor to LaSalle Bank Midwest N.A. fka Standard Federal Bank National Association fka Michigan National Bank fka Michigan National Bank of Detroit fka Michigan Bank NA fka Michigan Bank, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last written.



Melodye A. Davis  
Melodye A. Davis, Notary Public

JAY M. PHILLEY, DEBBIE S. PHILLEY  
1213 W Monroe Ave  
Greenwood, MS 38930

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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 22 2013 11:35:00AM  
In *Deed of Trust*  
Book 0763 Page 198  
Sam Abraham, Chancery Clerk  
By: *Dianna Kelly* D.C.

Deed of Trust

Prepared By:  
Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Return to:  
Bank of Commerce  
P O Box 546  
Greenwood, Ms 38935-0546  
662-453-4142

Grantor Information:  
Congo Farms, Inc.  
P.O. Box 194  
Schlater, MS 38952  
Ph: 662-299-3276

Grantee Information:  
Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Borrower Information:  
Congo Farms, Inc.  
P.O. Box 194  
Schlater, MS 38952  
Ph: 662-299-3276

Trustee Information:  
Terry W Green  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Beneficiary Information:  
Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Other Party to Instrument:

Indexing Instructions: This property should be indexed as A tract or parcel of land situate in the West Half of the Southwest Quarter of Section 12, Township 20, Range 2 West, Leflore County, Mississippi.

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**THIS INSTRUMENT PREPARED BY:**

Bank of Commerce  
 P.O. Box 546  
 310 Howard Street  
 Greenwood, MS 35935-0546  
 (662)453-4142

**AFTER RECORDING RETURN TO:**

Bank of Commerce  
 P.O. Box 546  
 310 Howard Street  
 Greenwood, MS 38935-0546

(Space Above This Line For Recording Data)

LOAN NUMBER: 74381

**COMMERCIAL REAL ESTATE DEED OF TRUST  
 FUTURE ADVANCES AND FUTURE OBLIGATIONS ARE SECURED BY THIS REAL ESTATE  
 DEED OF TRUST**

This COMMERCIAL REAL ESTATE DEED OF TRUST, ("Security Instrument") is made on July 15, 2013 by the grantor(s) CONGO FARMS, INC, a Mississippi Corporation, a non-individual entity, whose address is 900 River Birch Cove, Greenwood, Mississippi 38930 ("Grantor"). The trustee is Terry W. Green - Bank of Commerce whose address is P.O. Box 546, 310 Howard Street, Greenwood, Mississippi 38935-0546 ("Trustee"). The beneficiary is Bank of Commerce whose address is 310 Howard Street, Greenwood, Mississippi 38935 ("Lender"), which is organized and existing under the laws of the State of Mississippi. Grantor owes Lender the principal sum of One Hundred Seventy-five Thousand Three Hundred and 00/100 Dollars (U.S. \$175,300.00), which is evidenced by the promissory note dated July 15, 2013. Grantor in consideration of this loan and any future loans extended by Lender up to a maximum amount of One Hundred Seventy-five Thousand Three Hundred and 00/100 Dollars (U.S. \$175,300.00) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, irrevocably grants, conveys, warrants, bargains, sells, transfers, pledges and assigns to Trustee, in trust, with power of sale, the following described property located in the County of Leflore, State of Mississippi:

Address: County Road 124, Schlater, Mississippi 38952

Legal Description: See Attached Exhibit "A"

**INDEXING INSTRUCTIONS: A tract or parcel of land situate in the West Half of the Southwest Quarter of Section 12, Township 20, Range 2 West, Leflore County, Mississippi.**

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir

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 Commercial Real Estate Security Instrument - DL4007

Page 1 of 7

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sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

**RELATED DOCUMENTS.** The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

**INDEBTEDNESS.** This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from CONGO FARMS, INC to Bank of Commerce, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

**MATURITY DATE.** The Indebtedness, if not paid earlier, shall be due on July 15, 2018.

**FUTURE ADVANCES.** To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

**WARRANTIES.** Grantor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

**Performance of Obligations.** Grantor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

**Defense and Title to Property.** At the time of execution and delivery of this instrument, Grantor is lawfully seised of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Grantor covenants that the Property is unencumbered and free of all liens, except for encumbrances of record acceptable to Lender. Further, Grantor covenants that Grantor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

**Condition of Property.** Grantor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

**Removal of any Part of the Property.** Grantor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

**Alterations to the Property.** Grantor promises to abstain from the commission of any waste on or in connection with the Property. Further, Grantor shall make no material alterations, additions or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Grantor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without



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limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

**Due on Sale - Lender's Consent.** Grantor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

**Insurance.** Grantor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 10 days notice prior to cancellation. At Lender's discretion, Grantor may be required to produce receipts of paid premiums and renewal policies. If Grantor fails to obtain the required coverage, Lender may do so at Grantor's expense. Grantor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Grantor.

**Payment of Taxes and Other Applicable Charges.** Grantor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Grantor or the Property.

**Environmental Laws and Hazardous or Toxic Materials.** Grantor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Grantor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Grantor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Grantor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Grantor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Grantor or Grantor's failure to comply fully and timely with environmental laws.

**Financial Information.** Grantor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Grantor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records and files of Grantor.

**Lender's Right to Enter.** Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Grantor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Grantor.

**ASSIGNMENT OF LEASES AND RENTS.** As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Grantor hereby assigns and transfers over to Lender all rents, income and profits ("Rents") under any present or future leases, subleases or licenses of the Property, including any guaranties, extensions, amendments or renewals thereof, from the use of the Property. So long as Grantor is not in default, Grantor may receive, collect and enjoy all Rents accruing from the Property, but not more than one



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month in advance of the due date. Lender may also require Grantor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

**CONDEMNATION.** Grantor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

**GRANTOR'S ASSURANCES.** At any time, upon a request of Lender, Grantor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

**ATTORNEY-IN-FACT.** Grantor appoints Lender as attorney-in-fact on behalf of Grantor. If Grantor fails to fulfill any of Grantor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Grantor. This power of attorney shall not be affected by the disability of the Grantor.

**EVENTS OF DEFAULT.** The following events shall constitute default under this Security Instrument (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Grantor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Grantor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Grantor for the benefit of Grantor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership or management of Grantor or any person obligated on the Indebtedness; or
- (g) Lender deems itself insecure for any reason whatsoever.

**REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Grantor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.



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IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE GRANTOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made in it. If Lender chooses to invoke the power of sale, Lender or Trustee will provide notice of sale pursuant to applicable law. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointments confers. Grantor hereby irrevocably consents to such appointment and waives notice of any application therefor.

**NO WAIVER.** No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

**SUBSTITUTE TRUSTEE.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

**JOINT AND SEVERAL LIABILITY.** If this Security Instrument should be signed by more than one person, all persons executing this Security Instrument agree that they shall be jointly and severally bound, where permitted by law.

**SURVIVAL.** Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns and successors of Grantor.

**NOTICES AND WAIVER OF NOTICE.** Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective: (i) when it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Any such notice shall be addressed to the party given at the beginning of this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Grantor waives notice of Lender's acceptance of this Security Instrument, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.



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**TO THE EXTENT PERMITTED BY LAW, GRANTOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.**

**WAIVER OF APPRAISEMENT RIGHTS.** Grantor waives all appraisement rights relating to the Property to the extent permitted by law.

**LENDER'S EXPENSES.** Grantor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

**ASSIGNABILITY.** Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Grantor. Grantor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

**GOVERNING LAW.** This Security Instrument will be governed by the laws of the State of Mississippi including all proceedings arising from this Security Instrument.

**SEVERABILITY.** If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

**UNIFORM COMMERCIAL CODE (U.C.C.)** Grantor grants to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property. Grantor authorizes Lender to file any financing statements required under the Uniform Commercial Code.

**ORAL AGREEMENTS DISCLAIMER.** This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**By signing this Security Instrument, each Grantor acknowledges that all provisions have been read and understood.**

CONGO FARMS, INC

*William A. Patridge* 7/5/13  
By: WILLIAM A. PATRIDGE Date  
Its: President



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BUSINESS ACKNOWLEDGMENT

STATE OF MISSISSIPPI )  
COUNTY OF *Leflore* )

Personally appeared before me, the undersigned authority in and for the said county and state, on this *7/15/2013* within my jurisdiction, the within named WILLIAM A PATRIDGE, who acknowledged to me that (he)(she) is the President of CONGO FARMS, INC, a Mississippi Corporation, and that for and on behalf of the said Corporation, and as its act and deed, (he)(she) executed the above and foregoing instrument, after first having been duly authorized by said Corporation so to do.

My commission expires:

*Jeff Crick*  
\_\_\_\_\_

Identification Number

(Affix official seal, if applicable)



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## EXHIBIT "A"

**LEGAL DESCRIPTION  
CONGO FARMS PROPERTY**

A tract or parcel of land situate in the West Half of the Southwest Quarter of Section 12, Township 20, Range 2 West, Leflore County, Mississippi, described as follows:

Commence at the point where the eastern boundary line of the right-of-way of the blacktop county road that runs along the western boundary line of said Section 12 intersects the south boundary line of said Section 12, and from said point run North, on and along the eastern boundary line of the right-of-way of said blacktop road, for the distance of 1,345 feet to the point of beginning of the tract or parcel of land herein described; thence run East for the distance of 430 feet to a point; thence run South and parallel with the right-of-way of said blacktop road for the distance of 430 feet to a point; thence run West for the distance of 430 feet to a point on the eastern boundary line of the right-of-way of said blacktop road; thence run North on and along the Eastern boundary line of said blacktop road for a distance of 430 feet to the point of beginning of the tract herein described; it being intended to describe hereby and to convey hereby a square measuring 430 feet on each side, upon which the Congo Gin is situate.

CONGO FARMS, INC.

BY: William A. Patridge  
William A. Patridge

EDWIN M. MEEK, JR. &  
RONALD RAY GOSS

TO BANK OF COMMERCE

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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 22 2013 11:35:00AM  
In Deed of Trust  
Book 0763 Page 207  
Sam Abraham, Chancery Clerk  
By: Saman Fally D.C.

THIS INSTRUMENT PREPARED BY:  
Bank of Commerce  
P.O. Box 546  
310 Howard Street  
Greenwood, MS 35935-0546  
(662)453-4142

AFTER RECORDING RETURN TO:  
Bank of Commerce  
P.O. Box 546  
310 Howard Street  
Greenwood, MS 38935-0546

(Space Above This Line For Recording Data)

LOAN NUMBER: 74367

**COMMERCIAL REAL ESTATE DEED OF TRUST  
FUTURE ADVANCES AND FUTURE OBLIGATIONS ARE SECURED BY THIS REAL ESTATE  
DEED OF TRUST**

This COMMERCIAL REAL ESTATE DEED OF TRUST, ("Security Instrument") is made on July 17, 2013 by the grantor(s) EDWIN M MEEK Jr., whose address is 4 ROSEMARY LANE, GREENWOOD, Mississippi 38930 , and RONALD RAY GOSS, whose address is 256 CR 115, CARROLLTON, Mississippi 38917 ("Grantor"). The trustee is Terry W. Green - Bank of Commerce whose address is P.O. Box 546, 310 Howard Street, Greenwood, Mississippi 38935-0546 ("Trustee"). The beneficiary is Bank of Commerce whose address is 310 Howard Street, Greenwood, Mississippi 38935 ("Lender"), which is organized and existing under the laws of the State of Mississippi. Grantor owes Lender the principal sum of Sixty-six Thousand Three Hundred Twenty-five and 65/100 Dollars (U.S. \$66,325.65), which is evidenced by the promissory note dated July 17, 2013. Grantor in consideration of this loan and any future loans extended by Lender up to a maximum principal amount of Sixty-six Thousand Three Hundred Twenty-five and 65/100 Dollars (U.S. \$66,325.65) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, irrevocably grants, conveys, warrants, bargains, sells, transfers, pledges and assigns to Trustee, in trust, with power of sale, the following described property located in the City of Leflore, State of Mississippi:

Address: 351 W. Monroe, 411 Taylor Drive and 310 West Adams, Greenwood, Mississippi 38930  
Legal Description: See Attached Exhibit

**INDEXING INSTRUCTIONS: TRACT I: Lot 35 of the Greenwood Homes Addition to the City of Greenwood, Leflore County, MS; TRACT II: Ten feet off the East side of Lot Seven and Lot Eight less twenty-three feet off the East side thereof in the Taylor Addition to the City of Greenwood, Leflore Co., MS AND TRACT III: Lot Six (6) of the Greenwood Homes Addition to the City of Greenwood in Leflore Co., MS**

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description

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Commercial Real Estate Security Instrument - DL4007

Page 1 of 7

www.compliancesystems.com



*10' off E side Lot 7 + Lot 8 less 23' off E side Taylor Add.*  
For partial release of the property herein described, see release recorded in  
Book 228 page 598 of record of Mortgages and Deeds of Trust on Lands  
this 29th day of May, 2014.  
SAM ABRAHAM, Clerk By Saman Fally D.C.

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and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

**RELATED DOCUMENTS.** The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

**INDEBTEDNESS.** This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from EDWIN M MEEK Jr. and RONALD RAY GOSS to Bank of Commerce, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

**MATURITY DATE.** The Indebtedness, if not paid earlier, shall be due on July 16, 2018.

**FUTURE ADVANCES.** To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

**CROSS COLLATERALIZATION.** It is the expressed intent of Grantor to cross collateralize all of its Indebtedness and obligations to Lender, howsoever arising and whensoever incurred, except any obligation existing or arising against the principal dwelling of any Grantor.

**WARRANTIES.** Grantor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

**Performance of Obligations.** Grantor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

**Defense and Title to Property.** At the time of execution and delivery of this instrument, Grantor is lawfully seized of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Grantor covenants that the Property is unencumbered and free of all liens, except for encumbrances of record acceptable to Lender. Further, Grantor covenants that Grantor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

**Condition of Property.** Grantor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

**Removal of any Part of the Property.** Grantor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.



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**Alterations to the Property.** Grantor promises to abstain from the commission of any waste on or in connection with the Property. Further, Grantor shall make no material alterations, additions or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Grantor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

**Due on Sale - Lender's Consent.** Grantor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

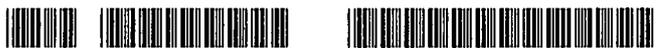
**Insurance.** Grantor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 10 days notice prior to cancellation. At Lender's discretion, Grantor may be required to produce receipts of paid premiums and renewal policies. If Grantor fails to obtain the required coverage, Lender may do so at Grantor's expense. Grantor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Grantor.

**Payment of Taxes and Other Applicable Charges.** Grantor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Grantor or the Property.

**Environmental Laws and Hazardous or Toxic Materials.** Grantor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Grantor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Grantor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Grantor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Grantor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Grantor or Grantor's failure to comply fully and timely with environmental laws.

**Financial Information.** Grantor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Grantor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records and files of Grantor.

**Lender's Right to Enter.** Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Grantor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect



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such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Grantor.

**ASSIGNMENT OF LEASES AND RENTS.** As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Grantor hereby assigns and transfers over to Lender all rents, income and profits ("Rents") under any present or future leases, subleases or licenses of the Property, including any guaranties, extensions, amendments or renewals thereof, from the use of the Property. So long as Grantor is not in default, Grantor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Grantor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

**CONDEMNATION.** Grantor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

**GRANTOR'S ASSURANCES.** At any time, upon a request of Lender, Grantor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

**ATTORNEY-IN-FACT.** Grantor appoints Lender as attorney-in-fact on behalf of Grantor. If Grantor fails to fulfill any of Grantor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Grantor. This power of attorney shall not be affected by the disability of the Grantor.

**EVENTS OF DEFAULT.** The following events shall constitute default under this Security Instrument (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Grantor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Grantor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Grantor for the benefit of Grantor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership or management of Grantor or any person obligated on the Indebtedness; or
- (g) Lender deems itself insecure for any reason whatsoever.

**REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Grantor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the



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Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE GRANTOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made in it. If Lender chooses to invoke the power of sale, Lender or Trustee will provide notice of sale pursuant to applicable law. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointments confers. Grantor hereby irrevocably consents to such appointment and waives notice of any application therefor.

**NO WAIVER.** No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

**SUBSTITUTE TRUSTEE.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

**JOINT AND SEVERAL LIABILITY.** If this Security Instrument should be signed by more than one person, all persons executing this Security Instrument agree that they shall be jointly and severally bound, where permitted by law.

**SURVIVAL.** Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns and successors of Grantor.

**NOTICES AND WAIVER OF NOTICE.** Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective: (i) when it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Any such notice shall be addressed to the party given at the beginning of



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this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Grantor waives notice of Lender's acceptance of this Security Instrument, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

**TO THE EXTENT PERMITTED BY LAW, GRANTOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.**

**WAIVER OF APPRAISEMENT RIGHTS.** Grantor waives all appraisal rights relating to the Property to the extent permitted by law.

**LENDER'S EXPENSES.** Grantor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

**ASSIGNABILITY.** Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Grantor. Grantor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

**GOVERNING LAW; JURISDICTION.** This Security Instrument will be governed by the laws of the State of Mississippi including all proceedings arising from this Security Instrument. The parties to this Security Instrument hereby waive any plea of jurisdiction or venue on the ground that they are not a resident of Leflore County, Mississippi, and hereby specifically authorize any action brought to enforce the Indebtedness to be instituted and prosecuted in the appropriate court of the County of Leflore or in the United States District Court for the district assigned to said County and state.

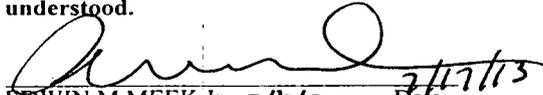
**SEVERABILITY.** If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

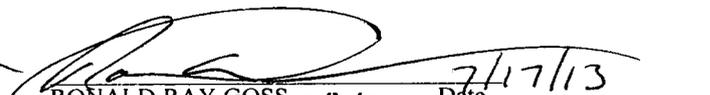
**UNIFORM COMMERCIAL CODE (U.C.C.)** Grantor grants to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property. Grantor authorizes Lender to file any financing statements required under the Uniform Commercial Code.

**ORAL AGREEMENTS DISCLAIMER.** This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**ADDITIONAL PROVISIONS.** This deed of trust represents renewal, refinancing and/or additional advances pursuant to the prior deed of trust filed for the record on July 28, 2008, in Book 687 at Page 618 in the records maintained by the Chancery Clerk of Leflore County, MS AND deed of trust filed for the record on July 28, 2008, in Book 621 of the records maintained by the Chancery Clerk of Leflore County, MS

**By signing this Security Instrument, each Grantor acknowledges that all provisions have been read and understood.**

  
EDWIN M MEEK Jr. a/k/a 7/17/13 Date  
Individually **E. M. Meek, Jr.**

  
RONALD RAY GOSS a/k/a 7/17/13 Date  
Individually **Ronnie R. Goss a/k/a  
Ronnie Goss**



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INDIVIDUAL ACKNOWLEDGMENT

STATE OF MISSISSIPPI )  
COUNTY OF LEFLORE )

Personally appeared before me, the undersigned authority in and for the said county and state, on this 7/17/13, within my jurisdiction, the within named EDWIN M MEEK Jr., and RONALD RAY GOSS, who acknowledged that they executed the above and foregoing instrument.

My commission expires:

*Janis K. Smith*  
\_\_\_\_\_  
Notary Public  
Identification Number

(Affix official seal if applicable)  
★ ID No. 11970  
Comm Expires  
February 16, 2014 ★  
STATE OF MISSISSIPPI  
JANIS K. SMITH  
NOTARY PUBLIC  
LEFLORE COUNTY



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EXHIBIT "A"

411 Taylor Drive:

Ten feet off the East side of Lot Seven and Lot Eight less twenty-three feet off the East side thereof in the Taylor Addition to the City of Greenwood, Leflore County, Mississippi as shown by the map of said Addition recorded in Book 1, at Page 49 of the Records of Maps of said county and state.

351 West Monroe:

Lot Thirty Five (35) of the Greenwood Homes Addition to the City of Greenwood, Leflore County, Mississippi, as said Lot is shown upon the plat of said Addition recorded in Plat Book 1, at page 33, of the records of Maps of Leflore County, Mississippi.

310 West Adams

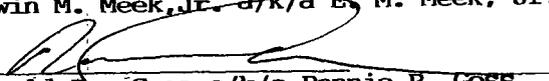
Lot Six (6) of the Greenwood Homes Addition to the City of Greenwood in Leflore County, Mississippi, as shown by the map of said Addition in Book 1 at page 33 of the Plat Records in the office of the Chancery Clerk of said county.

SIGNED FOR IDENTIFICATION

DATE: 7/17/13



Edwin M. Meek, Jr. a/k/a E. M. Meek, Jr.



Ronald Ray Goss a/k/a Ronnie R. Goss  
a/k/a Ronnie Goss



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MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. TO

JAMES L. WILSON IV & CYNTHIA WELLS WILSON

State of Mississippi  
County of Leflore  
I certify this document was filed and recorded  
JULY 22 2013 11:35:00AM  
In Deed of Trust  
Book 0763 Page 216  
Sam Abraham, Chancery Clerk  
By: Diana Kelly D.C.

Recording Requested By: VERDUGO TRUSTEE SERVICE CORPORATION

Prepared By: DENNIS MYERS, VERDUGO TRUSTEE SERVICE CORP PO BOX 10003, HAGERSTOWN, MD 21747-0003 1-800-283-7918  
When Recorded Return To: JAMES L WILSON IV, 400 E BARTON AVE, GREENWOOD, MS 38930-2311



**DEED OF RELEASE**

CITIMORTGAGE, INC. #:1120598290 "WILSON IV" Lender ID:05631/1708774691 Leflore, Mississippi  
MERS #: 100266711205982902 SIS #: 1-888-679-6377

KNOW ALL MEN BY THESE PRESENTS that MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. at P.O. BOX 2026, FLINT, MI 48501-2026 Phone: NOT AVAILABLE holder of a certain Deed of Trust, whose parties, dates and recording information are below, does hereby acknowledge that it has received full payment and satisfaction of the same, and in consideration thereof, does hereby Cancel, discharge and Reconvey said Deed of Trust, and the estate, title and interest now held by it under said Deed of Trust without warranty, to the person legally entitled thereto.

Original Trustor: JAMES L WILSON IV AND CYNTHIA WELLS WILSON, HUSBAND AND WIFE  
Address: 400 E BARTON AVE, GREENWOOD, MS 38930-2311 Phone: (662)455-9088

Original Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
Address: P.O. BOX 2026 FLINT, MI 48501-2026 Phone: (888) 679-MERS  
Original Trustee: WHITTINGTON, BROCK & SWAYZE at Address: 380 FULTON GREENWOOD, MS 38930 Phone: NOT AVAILABLE

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC is at 1901 E Voorhees Street, Suite C, Danville, IL 61834, P.O. BOX 2026, FLINT, MI 48501-2026

Dated: 02/24/2009 Recorded on 03/03/2009 as in Book/Reel/Liber: 696 Page/Folio: 288 as Instrument No.: N/A  
In the Records of the County Recorder of Leflore Mississippi

Property Address: 400 E BARTON AVENUE, GREENWOOD, MS 38930  
Indexing Instructions: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned, by the officer duly authorized, has duly executed the foregoing instrument.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
On July 11th, 2013

By: Walter H Eichelberger  
WALTER H EICHELBERGER, Assistant Secretary



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DEED OF RELEASE Page 2 of 2

STATE OF Maryland  
COUNTY OF Washington

On July 11th, 2013, before me, JESSICA L. SCHROYER, a Notary Public in and for Washington in the State of Maryland, personally appeared WALTER H EICHELBERGER, Assistant Secretary, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,



JESSICA L. SCHROYER  
Notary Expires: 02/22/2017

Jessica L. Schroyer  
Notary Public  
Washington Co., MD

(This area for notarial seal)

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Satisfied and Cancelled 2-7-14

BANK OF COMMERCE

GREENWOOD, MS

BY [Signature]

Attest **Sam Abraham, Chancery Clerk** Title

By: Diane Kelly, D.C.

State of Mississippi

County of Leflore

I certify this document was filed and recorded

JULY 22 2013 11:35:00AM

In Deed of Trust

Book 0763 Page 218

Sam Abraham, Chancery Clerk

By: Diane Kelly D.C.

Deed of Trust

Prepared By:  
Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Return to:  
Bank of Commerce  
P O Box 546  
Greenwood, Ms 38935-0546  
662-453-4142

Borrower Information:  
Joan Gatewood Oden  
111 Montgomery Street  
Greenwood, MS 38930  
662/453-0826

Grantee Information:  
Bank of Commerce  
310 Howard Street  
Greenwood, MS 38935-0546  
662-453-4142

Grantor Information:  
Joan Gatewood Oden  
111 Montgomery Street  
Greenwood, MS 38930  
662/453-0826

Trustee Information:  
310 Howard Street  
Greenwood, MS 389035-0546  
662-453-4142

Beneficiary Information:  
Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Other Party to Instrument:  
Name N/A  
Street N/A  
City, State, Zip  
Business Phone Number

Indexing Instructions: Lot Five (5) in Block Ten (10) of the Wagner Addition to the City of Greenwood, Leflore Co., MS

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THIS INSTRUMENT PREPARED BY:  
 Bank of Commerce  
 P.O. Box 546  
 310 Howard Street  
 Greenwood, MS 35935-0546  
 (662)453-4142

AFTER RECORDING RETURN TO:  
 Bank of Commerce  
 P.O. Box 546  
 310 Howard Street  
 Greenwood, MS 38935-0546

(Space Above This Line For Recording Data)

LOAN NUMBER: 74269

**DEED OF TRUST**  
**THIS DEED OF TRUST CONTAINS A FUTURE ADVANCE CLAUSE**

THIS DEED OF TRUST ("Security Instrument") is made on July 18, 2013. The grantor is JOAN GATEWOOD ODEN, whose address is 111 MONTGOMERY, GREENWOOD, Mississippi 38930 ("Borrower"). Borrower is not necessarily the same as the Person or Persons who sign the Note. The obligations of Borrowers who did not sign the Note are explained further in the section titled **Successors and Assigns Bound; Joint and Several Liability; Accommodation Signers**. The trustee is Terry W. Green - Bank of Commerce whose address is P.O. Box 546, 310 Howard Street, Greenwood, Mississippi 38935-0546 ("Trustee"). The beneficiary is Bank of Commerce, which is organized and existing under the laws of the State of Mississippi and whose address is 310 Howard Street, Greenwood, Mississippi 38935 ("Lender"). JOAN GATEWOOD ODEN owes Lender a principal sum of money evidenced by a note, consumer loan agreement, or similar writing dated the same date as this Security Instrument (the "Note"), which provides for periodic payments ("Periodic Payments"), with the full debt, if not paid earlier, due on July 17, 2018. The note, consumer loan agreement, or similar writing, and any future debt or obligation of Borrower to Lender as set forth in the Section titled **Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges** below (the "Secured Indebtedness"), is secured by this Security Instrument in an amount not to exceed a **MAXIMUM PRINCIPAL AMOUNT** of Forty-seven Thousand Two Hundred Thirty-three and 80/100 Dollars (U.S. \$47,233.80). This Maximum Principal Amount does not include interest or other fees and charges made pursuant to this Security Instrument, nor does it include advances made under the terms of the Security Instrument to protect Lender's security or to perform any of the covenants contained herein. This Security Instrument secures to Lender the repayment of the Secured Indebtedness, and the performance of Borrower's covenants and agreements under this Security Instrument and the Secured Indebtedness. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, including future advances, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced to protect the security of this Security Instrument under the provisions of the section titled **Protection of Lender's Rights in the Property**; and (c) the performance of



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Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants, conveys, warrants, bargains, sells, transfers, pledges and assigns to Trustee, in trust, with power of sale, the following described property located in the County of Leflore, State of Mississippi:

Address: 111 MONTGOMERY, GREENWOOD, Mississippi 38930

Legal Description: Lot Five (5) in Block Ten (10) of the Wagner Addition to the City of Greenwood, as show by map of said addition now recorded in Map Book 4 at page 47 of the Record of Maps on file in the office of the Chancery Clerk of Leflore County, Mississippi

**Indexing Instructions: Lot 5 in Block 10 of the Wagner Addition to the City of Greenwood, Leflore Co., MS**

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

**Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges.** This Security Instrument secures to Lender the repayment of Borrower's Note, Consumer Loan Agreement, Guaranty, or similar writing executed by Borrower to Lender, more particularly described as:

- Loan number 74269 with a principal amount of \$47,233.80

and all renewals, extensions, modifications and substitutions thereof. This Security Instrument also secures: all future advances of funds from Lender to Borrower as evidenced by any promissory note, consumer loan agreement, or similar writing that may hereafter be executed by Borrower to Lender; all future obligations of Borrower to Lender; all future obligations of Borrower to Lender that may be evidenced by any contract, guaranty, or other evidence of debt hereafter executed by Borrower, and if more than one Borrower/Mortgagor has executed this Security Instrument, any one of them, in favor of Lender; and all additional funds that may be advanced by Lender to protect Lender's security interest in the property, as provided under paragraph titled Protection of Lender's Rights in the Property of this Security Instrument. All of the foregoing shall be referred to as the Secured Indebtedness. Borrower shall promptly pay when due the principal and interest on the Secured Indebtedness, and any late charges and other loan charges that may become due under the terms of the Secured Indebtedness.

**Applicable Law.** As used in this Security Instrument, the term "Applicable Law" shall mean all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

**Application of Payments.** Unless Applicable Law provides otherwise, all payments received by Lender shall be applied: first, to any prepayment charges due under the Secured Indebtedness; second, to interest due; third, to principal due; and last, to any late charges due under the Secured Indebtedness.

**Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations on time and directly to the person owed payment. At the request of Lender, Borrower shall promptly furnish to Lender receipts evidencing the payments.



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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with section titled **Protection of Lender's Rights in the Property**.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if, in Lender's sole discretion, the restoration or repair is economically feasible and Lender's security is not lessened. If, in Lender's sole discretion, the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within the number of days prescribed by Applicable Law as set forth in a notice from Lender to Borrower that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The period of time for Borrower to answer as set forth in the notice will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in the section titled **Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges** or change the amount of the payments. If under the section titled **Acceleration; Remedies**, the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Secured Indebtedness. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or



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regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this section, Lender does not have to do so.

Any amounts disbursed by Lender under this section shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate specified in the Secured Indebtedness and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or Applicable Law.

**Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless Applicable Law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within the minimum number of days established by Applicable Law after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in the section titled **Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges** or change the amount of such payments.



**Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**Successors and Assigns Bound; Joint and Several Liability; Accommodation Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of section titled **Transfer of the Property or a Beneficial Interest in Borrower**. Borrower's covenants and agreements shall be joint and several. Any person who co-signs this Security Instrument but has no personal liability under the Secured Indebtedness ("Accommodation Signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey that Accommodation Signer's interest in the Property under the terms of the Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Secured Indebtedness without that Accommodation Signer's consent.

**Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Secured Indebtedness or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Secured Indebtedness.

**Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless Applicable Law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Borrower agrees to provide Lender with Borrower's most current mailing address, as it may change from time-to-time. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**Governing Law; Severability.** This Security Instrument shall be governed by federal law and the laws of the state of Mississippi. In the event that any provision or clause of this Security Instrument or the Secured Indebtedness conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Secured Indebtedness which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Secured Indebtedness are declared to be severable.

**Borrower's Copy.** Borrower shall be given one copy of this Security Instrument.

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) unless the Secured Indebtedness is assumable, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. If the Secured Indebtedness shows that Borrower's loan is assumable, Borrower must obtain Lender's written permission for an assumption and follow any other requirements of Lender related to an assumption. If Borrower does not do so, Lender may require immediate payment in full of all sums secured by this Security Instrument.



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If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than the minimum number of days established by Applicable Law from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**Sale of Secured Indebtedness Change of Loan Servicer.** The Secured Indebtedness or a partial interest in the Secured Indebtedness (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects periodic payments due under the Secured Indebtedness and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Secured Indebtedness. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with the section titled **Notices** and Applicable Law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by Applicable Law.

**Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the state of Mississippi that relate to health, safety or environmental protection.

**Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under the section titled **Transfer of the Property or a Beneficial Interest in Borrower**, unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than the minimum number of days established by Applicable Law from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. To the extent permitted by law, the notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. To the extent permitted by law, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give Borrower, in the manner provided in the section titled **Notices**, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by Applicable Law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in



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Leflore County as Trustee designates in the notice of sale in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. If Trustee is requested to cancel this Security Instrument, all notes evidencing debt secured by this Security Instrument shall be surrendered to Trustee. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

Oral Agreements Disclaimer. This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Additional Provisions. This deed of trust represents renewal, refinancing and/or additional advances pursuant to the prior deed of trust filed for the record on March 30, 2010, in Book 0711 at Page 200 in the records maintained by the Chancery Clerk of Leflore County, MS

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in all pages of this Security Instrument and in any Rider executed by Borrower and recorded with it.

*Joan Gatewood Oden 7-18-13*  
JOAN GATEWOOD ODEN Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MISSISSIPPI )  
 )  
COUNTY OF LEFLORE )

Personally appeared before me, the undersigned authority in and for the said county and state, on this 7-18-13 within my jurisdiction, the within named JOAN GATEWOOD ODEN, who acknowledged that (he)(she) executed the above and foregoing instrument.

My commission expires: 4-15-16

*Carli Pruett*

Notary Public residing in Leflore County.

Notary Public  
Identification Number

(Affix official seal)



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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 22 2013 11:35:00AM  
In *Deed of Trust*  
Book 0763 Page 226  
Sam Abraham, Chancery Clerk  
By: *Sam Felly* D.C.

This Instrument Prepared By and Please Return To:

Robert Lawson Holladay  
Townsend, McWilliams & Holladay, LLP  
P.O. Box 288  
Telephone No. 662-745-8517

RELEASE OF DEED OF TRUST

Grantor: Rabo Agrifinance, Inc.  
12443 Olive Blvd., Suite 50  
St. Louis, MO 63141  
Telephone No. 314-317-8000

Grantees: Joey Salzman and Ruth O. Salzman  
6897 C.R. 27  
Minter City, MS 38944  
Telephone No. 662-457-0141

Marginal Notation Only: Book O754, Page 553

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**POWER TO CANCEL DEED OF TRUST**

**TO THE CHANCERY CLERK OF LEFLORE COUNTY, MISSISSIPPI:**

You are hereby authorized and directed to cancel of record, that certain Deed of Trust from JOEY SALZMAN and RUTH O. SALZMAN to RABO AGRIFINANCE, INC., dated February 11, 2013, and filed for record in Deed of Trust Book 0754, page 553, of the Land Records in the Office of the Chancery Clerk of Leflore County, Mississippi.

The indebtedness secured by said Deed of Trust was never assigned.

WITNESS my signature, this the 10th day of July, A.D., 2013.

RABO AGRIFINANCE, INC.

BY: 

Title: Asst VP

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STATE OF MISSOURI )  
                                  )  
COUNTY OF ST. LOUIS )

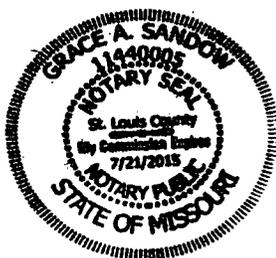
This day personally appeared before me, the undersigned authority at law, in and for the above named County and State, Judy Cochran who acknowledged before me that she is the Assistant Vice President of RABO AGRIFINANCE, INC., and that she signed and delivered the above and foregoing instrument, on the day, in the year and for the purposes therein recited for and on behalf of said RABO AGRIFINANCE, INC., as its act and deed, having been first duly authorized so to do.

GIVEN under my hand and official seal on this the 10th day of July, A.D., 2013.

*Grace Adame*  
\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

7/21/15  
(SEAL)



WMC MORTGAGE CORP.

TO

WELLS FARGO BANK, N.A.,  
AS TRUSTEE

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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 22 2013 11:35:00AM  
In *Deed of Trust*  
Book 0763 Page 229  
Sam Abraham, Chancery Clerk  
By: *Diane Kelly* D.C.

APN #: 08308040103000  
Prepared By: Joe Simmons  
When Recorded Mail To:  
Ocwen Loan Servicing, Llc  
1661 Worthington Road, Suite 100  
West Palm Beach, Fl 33409  
Phone Number: 561-682-8835  
5570708387955  
Attorney Code: 03566 BR

Return To:  
Ocwen Loan Servicing, Llc  
1661 Worthington Road, Suite 100  
West Palm Beach, Fl 33409  
Phone Number: 561-682-8835

**MISSISSIPPI ASSIGNMENT OF DEED OF TRUST**

This **ASSIGNMENT OF DEED OF TRUST** from **WMC MORTGAGE CORP**, whose address is c/o Ocwen Loan Servicing, LLC. 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409 ("Assignor") to **WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE POOLING AND SERVICING AGREEMENT DATED AS OF JANUARY 1, 2004 MERRILL LYNCH MORTGAGE INVESTORS TRUST MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2004-WMC1**, whose address is c/o Ocwen Loan Servicing, LLC. 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409 ("Assignee").

FOR VALUE RECEIVED, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby grant, bargain, sell, convey and assign unto the Assignee, all its right, title and interest in and to the following instrument describing land therein, duly recorded in the Office of the Public Records of the Chancery Clerk of **LEFLORE** County, \_\_\_\_\_ Judicial District, State of **MISSISSIPPI**, as follows;

Grantor: ANGELICA D. ROSS, whose address is 4358 KING CIRCLE, GREENWOOD, MS 38930  
Trustee: LEM ADAMS, III.  
Grantee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS NOMINEE FOR WMC MORTGAGE CORP., whose address is P.O. BOX 54089 LOS ANGELES, CA 90054-0089  
Document Date: JULY 24, 2003  
Recording Date: JULY 30, 2003  
Book/Volume/Docket/Liber: 592  
Page/Folio: 573  
Property address: 4358 KING CIRCLE, GREENWOOD, MS 38930  
Property described as follows:

Together with the debt and claim secured by said Deed of Trust, in the sum of \$ 54,800.00 and all monies due or to become due thereunder with the interest thereon.

**LEGAL DESCRIPTION:**  
LOT THIRTY (30) OF THE BROWNING SUBDIVISION PHASE 1, LEFLORE COUNTY, MISSISSIPPI, AS SAID LOTS ARE SHOWN UPON PLAT OF SAID SUBDIVISION RECORDED IN BOOK 7 AT PAGE 12 OF THE RECORDS OF MAPS OF LEFLORE COUNTY, MISSISSIPPI.

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APN #: 08308040103000  
Prepared By: Joe Simmons  
When Recorded Mail To:  
Ocwen Loan Servicing, Llc  
1661 Worthington Road, Suite 100  
West Palm Beach, Fl 33409  
Phone Number: 561-682-8835  
5570708387955  
Attorney Code: 03566 BR

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers, and its corporate seal to be hereunto fixed on the 24TH day of JUNE, 2013

WMC MORTGAGE CORP  
BY ITS ATTORNEY IN FACT  
OCWEN FEDERAL BANK FSB  
BY ITS SUCCESSOR IN INTEREST  
OCWEN LOAN SERVICING, LLC

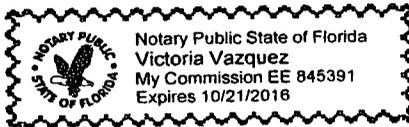
BY: [Signature]  
NAME: Noemi Morales  
ITS: Sr Contract Manager

ATTEST: [Signature]  
BY: [Signature]  
NAME: Leticia N. Arias  
ITS: Contract Manager

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24TH day of JUNE, 2013, within my jurisdiction, the within named Noemi Morales, who acknowledged to me that (he) (she) is the Contract Manager of Ocwen Loan Servicing, LLC, Successor In Interest to Ocwen Federal Bank, FSB, Attorney-in-Fact for **WMC MORTGAGE CORP.**, a manager-managed limited liability company, and that for and on behalf of said corporation as manager of said limited liability company, and as the act and deed of said corporation as manager of said limited liability company, and as the act and deed of said limited liability company, (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said corporation and said limited liability company so to do.

[Signature]  
(NOTARY PUBLIC) Victoria Vazquez  
My commission expires:



10-21-16  
(Affix official seal, if applicable)

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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 22 2013 02:10:00PM  
In *Deed of Trust*  
Book 0763 Page 231  
Sam Abraham, Chancery Clerk  
By: *Diane Kelly* D.C.

**RECORDATION REQUESTED BY:** State Bank & Trust Company (DBA SB&T Bank in AL), Greenwood Mississippi Branch, 916 Hwy. 82 West, P.O. Box 8287, Greenwood, MS 38935-8287, Tel. (662) 453-6811

**WHEN RECORDED MAIL TO:** State Bank & Trust Company (DBA SB&T Bank in AL), Greenwood Mississippi Branch, 916 Hwy. 82 West, P.O. Box 8287, Greenwood, MS 38935-8287, Tel. (662) 453-6811

**SEND TAX NOTICES TO:** June Wilkinson Evans; and S. R. Evans, Jr., 601 East Harding Avenue, Greenwood, MS 38930, Tel. (662) 453-5317

This Deed of Trust prepared by: Amanda Lofton, Loan Processing Officer, State Bank & Trust Co., 147 S. Railroad Ave, Brookhaven, MS 39601, (601) 833-4451

**INDEXING INSTRUCTIONS:** Lot 5 of Block 2 of the Spencer Addition to the City of Greenwood, Leflore County, MS

**\*\*Renewal\*\***

This Deed of Trust represents an extension and renewal of that certain Deed of Trust dated 07/09/2003 recorded in Book 592 Page 178 filed in the Office of the Chancery Clerk of Leflore County, MS.

**FOR RECORDER'S USE ONLY**

**DEED OF TRUST**

This Deed of Trust secures a line of credit as defined in Miss. Code Ann. Section 89-1-49 and shall not be extinguished until the conditions of Miss. Code Ann. Section 89-5-21 are met.

**GRANTOR:** June Wilkinson Evans, 601 East Harding Avenue, Greenwood, MS 38930, Tel. (662) 453-5317; and S. R. Evans, Jr., 601 East Harding Avenue, Greenwood, MS 38930, Tel. (662) 453-5317

**LENDER / BENEFICIARY:** State Bank & Trust Company (DBA SB&T Bank in AL), Greenwood Mississippi Branch, 916 Hwy. 82 West, P.O. Box 8287, Greenwood, MS 38935-8287, Tel. (662) 453-6811

**TRUSTEE:** Kenneth R. Hall, 618 Crescent Blvd. Suite 100, Ridgeland, MS 39157, Tel. (601) 933-4441

**THIS DEED OF TRUST** is dated July 16, 2013, among June Wilkinson Evans and S. R. Evans, Jr., whose address is 601 East Harding Avenue, Greenwood, MS 38930 ("Grantor"); State Bank & Trust Company (DBA SB&T Bank in AL) (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Kenneth R. Hall (referred to below as "Trustee").

**CONVEYANCE AND GRANT.** For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary, with power of sale, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Leflore County, State of Mississippi:

See Exhibit A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 601 E. Harding Ave., Greenwood, MS 38930.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of

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**DEED OF TRUST  
(Continued)**

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them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. If the Lender is required to give notice of the right to cancel under Truth in Lending in connection with any additional loans, extensions of credit and other liabilities or obligations of Grantor to Lender, then this Deed of Trust shall not secure additional loans or obligations unless and until such notice is given.

**REVOLVING LINE OF CREDIT.** This Deed of Trust secures the Indebtedness including, without limitation, a revolving line of credit, under which Lender may make advances to Borrower so long as Borrower complies with all the terms of the Note.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Borrower and Grantor shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make

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such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Mississippi law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to

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discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$5,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$5,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for

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insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided

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**DEED OF TRUST  
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above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Borrower and Grantor pay all the Indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**Payment Default.** Borrower fails to make any payment when due under the Indebtedness.

**Other Defaults.** Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Default in Favor of Third Parties.** Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or

**DEED OF TRUST  
(Continued)**

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Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Deed of Trust or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The death of Borrower or Grantor, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Right to Cure.** If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

**Sale of Property.** Grantor waives the provisions of Section 89-1-55, Mississippi Code of 1972, as amended, and any successor provisions, as far as said Section restricts the right of Trustee to offer at sale more than one hundred and sixty acres at a time, and Trustee may offer the Property as a whole or in part and in such order as the Trustee may deem best, regardless of the manner in which it may be described.

**Foreclosure.** With respect to all or any part of the Real Property, the Trustee shall, at the request of Lender, sell the Real Property after giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972, as amended, and any successor provisions, and execute a deed to the purchaser of the Real Property. Out of the proceeds arising from the sale, the costs and expenses of executing this Deed of Trust, including a reasonable Trustee's fee and the attorneys' fees prescribed in the Note or in this Deed of Trust, shall first be paid; next the

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**DEED OF TRUST  
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amount of the Indebtedness then remaining unpaid shall be paid; and, lastly, any balance remaining shall be paid to Grantor or to Grantor's representatives agents or assigns.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Borrower and Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting

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(Continued)**

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this Deed of Trust or the interest of Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Leflore County, State of Mississippi. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**NOTICES.** Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**UPDATED APPRAISAL.** Upon Lender's written request, not more frequently than annually, an updated appraisal of the Property shall be performed at Grantor's expense by a qualified appraiser, approved by Lender. At Lender's option, Lender may contract for and obtain directly such an appraisal and the cost thereof will be added to the Indebtedness of the Grantor.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Arbitration.** Borrower and Grantor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Deed of Trust or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Deed of Trust shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines

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(Continued)**

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which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Mississippi without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Mississippi.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Leflore County, State of Mississippi.

**Joint and Several Liability.** All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waive Jury.** All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Mississippi as to all Indebtedness secured by this Deed of Trust.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Beneficiary.** The word "Beneficiary" means State Bank & Trust Company (DBA SB&T Bank in AL), and its successors and assigns.

**Borrower.** The word "Borrower" means June Wilkinson Evans and includes all co-signers and co-makers signing the Note and all their successors and assigns.

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(Continued)**

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**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Default.** The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Grantor.** The word "Grantor" means June Wilkinson Evans; and S. R. Evans, Jr..

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust. However, "Indebtedness" shall not include any liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, unless otherwise agreed in writing by Grantor and Lender.

**Lender.** The word "Lender" means State Bank & Trust Company (DBA SB&T Bank in AL), its successors and assigns.

**Note.** The word "Note" means the promissory note dated July 16, 2013, in the original principal amount of \$50,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is July 15, 2016. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

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**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "Trustee" means Kenneth R. Hall, whose address is 618 Crescent Blvd. Suite 100, Ridgeland, MS 39157 and any substitute or successor trustees.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X June Wilkinson Evans  
June Wilkinson Evans

X S. R. Evans, Jr.  
S. R. Evans, Jr.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MS )  
 ) SS  
COUNTY OF Leflore )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 16<sup>th</sup> day of JULY, 20 13, within my jurisdiction, the within named June Wilkinson Evans and S. R. Evans, Jr., who acknowledged that they signed, executed and delivered the above and foregoing Deed of Trust for the purposes mentioned on the day and year therein mentioned.

Amanda Wilshire  
NOTARY PUBLIC

My Commission Expires:  
11/4/13



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EXHIBIT A

Lot Five (5) of Block Two (2) of the Spencer Addition to the City of Greenwood, Leflore County, Mississippi, as shown upon the Plat of part of Blocks 2 and 3 of said Spencer Addition, recorded in Plat Book 4, at Page 46 of the Record of Maps in the Office of the Chancery Clerk of Leflore County, Mississippi.

*June Wilkinson Evans*

June Wilkinson Evans

*S.R. Evans Jr.*

S.R. Evans Jr.

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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 22 2013 02:12:00PM  
In *Deed of Trust*  
Book 0763 Page 244  
Sam Abraham, Chancery Clerk  
By: *Diane Kelly* D.C.



\*000000170011025300034007182013\*

RECORDATION REQUESTED BY: BankPlus, Belzoni, 202 Jackson Street, PO Box 677, Belzoni, MS 39038, Tel. (662) 247-1811

WHEN RECORDED MAIL TO: BankPlus Loan Operations, 385A Highland Colony Pkwy, Suite 110, Ridgeland, MS 39157, Tel. (601) 420-7587

SEND TAX NOTICES TO: SCOTTIE BREWER, 603 DOUGLAS ST, ITTA BENA, MS 38941, Tel. (662) 254-7005

This Deed of Trust prepared by: KATHRYN DONAHOO, ASSISTANT VICE PRESIDENT, BankPlus, 202 Jackson Street, Belzoni, MS 39038, (601) 898-8300

INDEXING INSTRUCTIONS: TRACT I: LOT 6; TRACT II: 19.65 SQ FT IN LOT 7; AND TRACT III: 412.48 SQ FT IN LOT 5 ALL OF THE DILLARD SUBDIVISION, LEFLORE COUNTY, MS.

FOR RECORDER'S USE ONLY

**BankPlus**

**DEED OF TRUST**

GRANTOR: SCOTTIE BREWER, 603 DOUGLAS ST, ITTA BENA, MS 38941, Tel. (662) 254-7005

LENDER / BENEFICIARY: BankPlus Loan Operations, 385A Highland Colony Pkwy, Suite 110, Ridgeland, MS, 39157, Tel. (601) 420-7587

TRUSTEE: Thomas R. Hudson, 1068 Highland Colony Parkway Suite 200, Ridgeland, MS 39157, Tel. (601) 898-8300

Originator NMLS ID: 705020

THIS DEED OF TRUST is dated July 18, 2013, among SCOTTIE BREWER ("Grantor"); BankPlus (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Thomas R. Hudson (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary, with power of sale, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in LEFLORE County, State of Mississippi:

SEE ATTACHED EXHIBIT "A" FOR THE COMPLETE PROPERTY DESCRIPTION

The Real Property or its address is commonly known as 1108 WHEELER ST EXT, ITTA BENA, MS 38941.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise,

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whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. If the Lender is required to give notice of the right to cancel under Truth in Lending in connection with any additional loans, extensions of credit and other liabilities or obligations of Grantor to Lender, then this Deed of Trust shall not secure additional loans or obligations unless and until such notice is given.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

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**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Mississippi law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender, together with such other hazard and liability insurance as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or

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companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**TAX AND INSURANCE RESERVES.** Subject to any limitations and consistent with any requirements set by applicable law, Lender may require Grantor to maintain with Lender reserves for payment of annual taxes, assessments, and insurance premiums, which reserves shall be created by an initial deposit and subsequent monthly payments, or payments at such other interval as payments under the Note may be due, of a sum estimated by Lender to be sufficient to pay the total annual taxes, assessments, and insurance premiums Lender reasonably anticipates to be paid from these reserves. The reserve funds shall be held by Lender as a general deposit from Grantor, which Lender may satisfy by payment of the taxes, assessments, and insurance premiums required to be paid by Grantor as they become due. Lender shall have the right to draw upon the reserve funds to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Deed of Trust shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the reserve funds disclose a shortage or deficiency, Grantor shall pay such shortage or deficiency as required by Lender. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default. Lender shall not be required to pay any interest or earnings on the reserve funds unless required by law or agreed to by Lender in writing. Lender does not hold the reserve funds in trust for Grantor, and Lender is not Grantor's agent for payment of the taxes and assessments required to be paid by Grantor.

**LENDER'S EXPENDITURES.** If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor

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of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Promises.** All promises, agreements, and statements Grantor has made in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's Indebtedness is paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal

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Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

**EVENTS OF DEFAULT.** At Lender's option, Grantor will be in default under this Deed of Trust if any of the following happen:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Break Other Promises.** Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Deed of Trust or in any agreement related to this Deed of Trust.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

**False Statements.** Any representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Taking of the Property.** Any creditor or governmental agency tries to take any of the Property or any other of Grantor's property in which Lender has a lien. This includes taking of, garnishing of or levying on Grantor's accounts with Lender. However, if Grantor disputes in good faith whether the

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claim on which the taking of the Property is based is valid or reasonable, and if Grantor gives Lender written notice of the claim and furnishes Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Insecurity.** Lender in good faith believes itself insecure.

**Right to Cure.** If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Election of Remedies.** All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Deed of Trust, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**Sale of Property.** Grantor waives the provisions of Section 89-1-55, Mississippi Code of 1972, as amended, and any successor provisions, as far as said Section restricts the right of Trustee to offer at sale more than one hundred and sixty acres at a time, and Trustee may offer the Property as a whole or in part and in such order as the Trustee may deem best, regardless of the manner in which it may be described.

**Foreclosure.** With respect to all or any part of the Real Property, the Trustee shall, at the request of Lender, sell the Real Property after giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972, as amended, and any successor provisions, and execute a deed to the purchaser of the Real Property. Out of the proceeds arising from the sale, the costs and expenses of executing this Deed of Trust, including a reasonable Trustee's fee and the attorneys' fees prescribed in the Note or in this Deed of Trust, shall first be paid; next the amount of the Indebtedness then remaining unpaid shall be paid; and, lastly, any balance remaining shall be paid to Grantor or to Grantor's representatives agents or assigns.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

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**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender will have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of LEFLORE County, State of Mississippi. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**NOTICES.** Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail,

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**DEED OF TRUST  
(Continued)**

Loan No: 170011025300

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as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any person may change his or her address for notices under this Deed of Trust by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

**TIMBER.** THIS DEED OF TRUST INCLUDES ALL LAND AND STANDING OR CUT TIMBER AND ALL TIMBER PRODUCTS RELATING TO THE SUBJECT PROPERTY.

**TIMBER.** THIS DEED OF TRUST INCLUDES ALL LAND AND STANDING OR CUT TIMBER AND ALL TIMBER PRODUCTS RELATING TO THE SUBJECT PROPERTY.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** What is written in this Deed of Trust and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Deed of Trust. To be effective, any change or amendment to this Deed of Trust must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Mississippi without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Mississippi.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of MADISON County, State of Mississippi.

**No Waiver by Lender.** Grantor understands Lender will not give up any of Lender's rights under this Deed of Trust unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Deed of Trust. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

**Severability.** If a court finds that any provision of this Deed of Trust is not valid or should not be enforced, that fact by itself will not mean that the rest of this Deed of Trust will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Deed of Trust even if a provision of this Deed of Trust may be found to be invalid or unenforceable.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waive Jury.** All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Mississippi as to all Indebtedness secured by this Deed of Trust.

**DEFINITIONS.** The following words shall have the following meanings when used in this Deed of Trust:

**Beneficiary.** The word "Beneficiary" means BankPlus, and its successors and assigns.

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**DEED OF TRUST  
(Continued)**

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**Borrower.** The word "Borrower" means SCOTTIE BREWER and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Grantor.** The word "Grantor" means SCOTTIE BREWER.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

**Lender.** The word "Lender" means BankPlus, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

**Note.** The word "Note" means the promissory note dated 07-18-2013, in the original principal amount of \$82,484.08 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is September 5, 2020.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "Trustee" means Thomas R. Hudson, whose address is 1068 Highland Colony

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DEED OF TRUST  
(Continued)

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Parkway Suite 200, Ridgeland, MS 39157 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

x Scottie Brewer  
SCOTTIE BREWER

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Mississippi )  
 ) SS  
COUNTY OF Humphreys )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 22nd day of July, 20 13, within my jurisdiction, the within named **SCOTTIE BREWER**, who acknowledged that he or she signed, executed and delivered the above and foregoing Deed of Trust for the purposes mentioned on the day and year therein mentioned.

Mary Kathryn Donahoe  
NOTARY PUBLIC

My Commission Expires:  
March 31, 2014



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**EXHIBIT "A"**

## TRACT I

Lot Six (6) of the Dillard Subdivision, Leflore County, Mississippi, as shown on Map Book 5 at page 36 of the Map Records of said county, being a part of Legal Subdivision Lots Nine (9) and Fourteen (14), Section Seventeen (17), Township Nineteen (19) North, Range 1 West, in the land deed records of Leflore County, Mississippi; and a strip nine (9) feet wide off the North end of Lot Seven (7) of the Dillard Subdivision, Leflore County, Mississippi, as shown in Map Book 5 at Page 36 of the map Records of said county, LESS AND EXCEPT that part thereof which lies South of the Southern most fence post as shown on plat survey of Robert A. Montgomery, Jr., dated July 18, 1989, a copy of which is attached to Warranty Deed recorded in Book 267, Page 394 of the Land Deed Records of Leflore County, Mississippi.

## TRACT II:

Description of a 19.65 square foot parcel of land located in Lot 7 of the Dillard Subdivision, Leflore County, Mississippi, as said subdivision is shown on a plat recorded in Plat Book 5, on Page 36 of the records on file in the office of the Chancery Clerk of Leflore County, Mississippi, being more particularly described as follows, to-wit:

Begin at the northeast corner of Lot 7 of the Dillard Subdivision and proceed South 10 degrees 10 minutes 00 seconds West along the east boundary line of said Lot 7 for a distance 9 feet to an iron pipe marking the southeast corner of the tract of land described in Deed Book 223 on Page 225; thence proceed North 78 degrees 32 minutes 00 seconds West along the south boundary of said tract of land described in Deed Book 223 on Page 225 for a distance of 38.90 feet to the point of beginning of the tract of land herein described; from said point of beginning proceed North 81 degrees 34 minutes 43 seconds West for a distance of 27.18 feet to the southwest corner of a brick pillar; thence proceed North 8 degrees 25 minutes 17 seconds East for a distance of 1.42 feet to a point on the south boundary line of said tract of land described in Deed Book 223 on Page 225; thence proceed South 78 degrees 32 minutes 00 seconds East along the south boundary of said tract of land described in Deed Book 223 on Page 225 for a distance of 27.22 feet to the point of beginning.

## TRACT III

Description of a 412.48 square foot parcel of land located in Lot 5 of the Dillard Subdivision, Leflore County Mississippi, as said subdivision is shown on a plat recorded in Plat Book 5, at Page 36 in the records on file in the office of the Chancery Clerk of Leflore County, Mississippi, being more particularly described as follows, to-wit:

Begin at an iron pipe marking the southeast corner of Lot 5 of the Dillard Subdivision, said iron pipe being the point of beginning of the tract of land herein described; from said point of beginning proceed North 10 degrees 10 minutes 00 seconds East along the east boundary line of said Lot 5 for a distance of 8.30 feet to a point; thence proceed North 81 degrees 23 minutes 05 seconds West along the north side of the brick pillars that support a 6 foot wooden fence for a distance of 60.45 feet to the northwest corner of a brick pillar; thence proceed South 8 degrees 36 minutes 55 seconds West for a distance of 5.37 feet to a point on the south boundary line of said Lot 5; thence proceed South 78 degrees 37 minutes 00 seconds East along the south boundary line of said Lot 5 for a distance of 60.29 feet to the point of beginning.

**The above described property is hereby made a part of the Deed of Trust to which it is attached.**

SIGNED FOR IDENTIFICATION

Scottie Brewer

DATE: 7/27/13

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MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR DECISION ONE MORTGAGE COMPANY, LLC TO HSBC MORTGAGE SERVICES INC

State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 23 2013 10:00:00AM  
In *Deed of Trust*  
Book 0763 Page 256  
Sam Abraham, Chancery Clerk  
By: *Dianna Kelly* D.C.

Recording Requested By: HSBC MORTGAGE SERVICES

Prepared By: Nataly Cabrera, HSBC MORTGAGE SERVICES 636 GRAND REGENCY BLVD,  
BRANDON, FL 33510 1-866-801-6180  
When Recorded Return To: ASSIGNMENTS, HSBC MORTGAGE SERVICES P.O. BOX 1422,  
BRANDON, FL 33509



**CORPORATE ASSIGNMENT OF DEED OF TRUST**

Leflore, Mississippi

SELLER'S SERVICING #:13797766 "SANDERS"

MERS #: 100077910005931718 SIS #: 1-888-679-6377

Date of Assignment: July 19th, 2013  
Assignor: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR DECISION ONE MORTGAGE COMPANY, LLC. "ITS SUCCESSORS AND ASSIGNS" at P.O. BOX 2026, FLINT, MI 48501-2026 Phone: 1-888-679-6377  
Assignee: HSBC MORTGAGE SERVICES INC at Address: 636 GRAND REGENCY BLVD, BRANDON, FL 33510 Phone: 813-571-8400  
Original Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR DECISION ONE MORTGAGE COMPANY, LLC. "ITS SUCCESSORS AND ASSIGNS." Address: P.O. BOX 2026 FLINT, MI 48501 Phone: (888) 679-MERS

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC is at 1901 E Voorhees Street, Suite C, Danville, IL 61834, P.O. BOX 2026, FLINT, MI 48501-2026

Executed By: MICHAEL SANDERS at 121 SYCAMORE ST GREENWOOD, MS 38930 Phone: N/A  
To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR DECISION ONE MORTGAGE COMPANY, LLC. "ITS SUCCESSORS AND ASSIGNS." Address: P.O. BOX 2026 FLINT, MI 48501 Phone: (888) 679-MERS  
Date of Deed of Trust: 03/21/2006 Recorded: 03/23/2006 in Book/Reel/Liber: 646 Page/Folio: 169 as Instrument No.: N/A. In the County of Leflore, State of Mississippi.

Property Address: 121 SYCAMORE ST, GREENWOOD, MS 38930

Indexing Instructions: LOT 24, LESS A 10' STRIP, FAIRFIELD ADDITION, LEFLORE COUNTY, MISSISSIPPI

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Deed of Trust having an original principal sum of \$62,500.00 with interest, secured thereby, with all moneys now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's beneficial interest under the Deed of Trust.

TO HAVE AND TO HOLD the said Deed of Trust, and the said property unto the said Assignee forever, subject to the terms contained in said Deed of Trust. IN WITNESS WHEREOF, the assignor has executed these presents the day and year first above written:

\*SA5\*SA5HSBI\*07/19/2013 10:30:21 AM\* HSB102HSBIA00000000000000973452\* MSLEFLO\* MSSTATE\_TRUST\_ASSIGN\_ASSN \*\*NXCHSBI\*

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CORPORATE ASSIGNMENT OF DEED OF TRUST Page 2 of 2

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR DECISION ONE  
MORTGAGE COMPANY, LLC. "ITS SUCCESSORS AND ASSIGNS"  
On July 19th, 2013

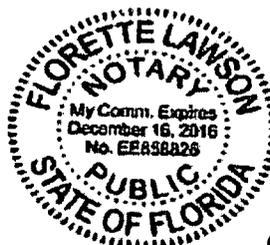
By: *Cheryl A Stanton*  
CHERYL A STANTON, Assistant Secretary

STATE OF Florida  
COUNTY OF Hillsborough

On July 19th, 2013, before me, FLORETTE LAWSON, a Notary Public in and for Hillsborough in the State of Florida, personally appeared CHERYL A STANTON, Assistant Secretary, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

*Florette Lawson*  
FLORETTE LAWSON  
Notary Expires: 12/16/2016 #EE858826



(This area for notarial seal)

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KEITH L. WATSON

TO

SOUTHERN AGCREDIT, ACA

State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 23 2013 10:44:00AM  
In Deed of Trust  
Book 0763 Page 258  
Sam Abraham, Chancery Clerk  
By: Siamese Kelly D.C.

State of Mississippi \_\_\_\_\_ Space Above This Line For Recording Data \_\_\_\_\_

Prepared By: Carol Ratliff  
Southern AgCredit, ACA  
P.O. Box 906  
Greenwood, MS 38930-0906  
Phone: 662-455-2545

Return To: John M. Nipper  
P. O. Box 794  
Grenada, MS 38901  
662-226-7944

INDEXING INSTRUCTIONS: SE 1/4 of SE 1/4 of Section 21, and E 1/2 of SW 1/4 of SE 1/4 of Section 21, Township 17 North, Range 2 West, Leflore County, Ms.

Loan No.: 913347  
Branch: Greenwood Office

**MULTIPLE INDEBTEDNESS REAL ESTATE DEED OF TRUST**

This Security Instrument may secure multiple promissory notes.  
This Security Instrument secures a Line of Credit as defined in Miss. Code Ann. § 89-5-21 (1972, as amended)

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is July 23, 2013 and the parties, their addresses and tax identification numbers, if required, are as follows:

GRANTOR: Keith L. Watson  
PO Box 13 Holcomb, MS 38940, (662) 453-1392;

If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures and acknowledgments.

TRUSTEE: Joe H. Hayman  
402 West Parkway Place, Ridgeland, MS 39157-6010, 601-499-2820

LENDER: Southern AgCredit, ACA, for itself and as agent/nominee for others, being a federally chartered instrumentality of the United States whose address is  
402 West Parkway Place, Ridgeland, MS 39157-6010, 601-499-2820

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, bargains and sells to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

See Attached Exhibit "A"

This property is located in Leflore County, Mississippi.

Together with all rights, easements, appurtenances, royalties, surface, subsurface and/or mineral rights, now owned or after-acquired, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

Notwithstanding any other provision, reservation or exception contained herein or on any exhibit hereto, the lien created hereby shall cover all of Grantor's water rights including, but not limited to, rights to surface water, groundwater, underground water, percolating waters, rights to any water from lakes, streams or other bodies of water, adjudicated or permitted water rights, riparian and other water rights which are now owned or which are hereafter acquired by Grantor whether or not expressly excepted from the description of the Property.

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$150,000.00. This limitation of amount does not include interest and other fees and charges validly

Initials: KLW

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Loan No.: 913347

Branch: Greenwood Office

made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

**4. SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:

- A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications, reamortizations, or substitutions.

One certain promissory note in the original principal sum of \$52,000.00, executed by Keith L. Watson in favor of Lender, with principal and interest payable as provided therein and with a final contractual maturity date of November 01, 2022, which is identified as Loan No. 913347.

- B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Security Instrument whether or not this Security Instrument is specifically referenced and whether or not such future advances or future obligations are incurred for any purpose that was related or unrelated to the purposes of the debt. Grantor, and each of them if more than one, agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

- C. **Final Maturity Date.** It is hereby agreed by the parties that this security instrument may secure multiple promissory notes, some of which may be executed at a later date. Therefore the final maturity date of this security instrument may be different and later than the final payment date set forth in any promissory note specifically referenced herein. Further, it is agreed by the undersigned that this security instrument shall be a line of credit instrument as contemplated by Miss. Code § 89-5-21 (1972, as amended), notwithstanding the fact that the additional or future advances as described herein are conditional and not absolute. Therefore, the final maturity date of this instrument shall be 11/1/2053.

- D. All obligations Grantor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any account agreement between Grantor and Lender.
- E. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.
- F. Secondary to the payment of A., B., C., D., and E. above, all or any part of the indebtedness, obligations and liabilities of any type whatsoever owed by any Grantor named herein or any maker named in the note to any of Lender's affiliated, or subsidiary institutions, including but not limited to Southern AgCredit, FLCA and/or to Southern AgCredit, PCA, or their respective successors or assigns (the "Affiliates"). Any lien created hereby for the benefit of an Affiliate or subsidiary upon the Property described herein shall be inferior and secondary to any lien created for the benefit of the Lender against the Property described herein.

All such debts, obligations and liabilities are secured by the Property regardless of whether they are due or to become due, are now or hereafter existing in favor of Lender or any of its Affiliates or subsidiaries, are direct or indirect, primary, secondary, joint, several, joint and several, fixed or contingent, and regardless of whether such debts, obligations and liabilities were originally owing to Lender or were acquired by Lender or its assignees from any third party. It is contemplated that Lender and/or its Affiliates or subsidiaries may make future advances to Grantor or to the maker of the note, and/or may transfer the note from one Affiliate or subsidiary to another and that this Deed of Trust shall further secure the payment to Lender and/or an Affiliate or subsidiary of any and all such future advances and other obligations.

Default in payment of such loans and advances or performance of such obligations shall constitute default under this Deed of Trust, and the holder herein shall be entitled to all rights and remedies provided in this Deed of Trust in the event of default.

5. **PAYMENTS.** Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
6. **WARRANTY OF TITLE.** Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, bargain and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **PRIORITY SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that creates a subordinate security interest or encumbrance on the Property, Grantor agrees:
- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Grantor receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
8. **CLAIMS AGAINST TITLE.** Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender

Initials: KLW

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Loan No.: 913347  
Branch: Greenwood Office

copies of all notices that such amounts are due and the receipts evidencing Grantor's payments. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
10. **TRANSFER OF AN INTEREST IN THE GRANTOR.** If Grantor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:
- A. A beneficial interest in Grantor is sold or transferred.
  - B. There is a change in either the identity or number of members of a partnership or similar entity.
  - C. There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

11. **ENTITY WARRANTIES AND REPRESENTATIONS.** If Grantor is an entity other than a natural person (such as a corporation or other organization), Grantor makes to Lender the following warranties and representations which shall continue as long as the Secured Debt remains outstanding:
- A. Grantor is duly organized and validly existing in the Grantor's state of incorporation or organization. Grantor is in good standing in all states in which Grantor transacts business. Grantor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Grantor operates.
  - B. The execution, delivery and performance of this Security Instrument by Grantor and the obligation evidenced by the Secured Debt are within the power of Grantor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
  - C. Other than previously disclosed in writing to Lender, Grantor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Grantor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

12. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

No portion of the Property (including timber, stone, gravel, minerals, geothermal energy or improvements) will be removed, demolished or materially altered without Lender's prior written consent except that Grantor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Grantor shall not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at a time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.

13. **AUTHORITY TO PERFORM.** If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
14. **ASSIGNMENT OF LEASES AND RENTS.** Grantor irrevocably grants, bargains and assigns to Trustee, in trust for the benefit of the Lender, as additional security all the right, title and interest in the following (all referred to as Property).
- A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (all referred to as Leases).
  - B. Rents, issues and profits (all referred to as Rents), including but not limited to security deposits, minimum rent, percentage rent, additional rent, real estate taxes, other applicable taxes, insurance premium contributions,

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liquidated damages following default, cancellation premiums, "loss of rents" insurance, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Assignor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property.

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

Grantor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Grantor may collect, receive, enjoy and use the Rents so long as Grantor is not in default. Grantor will not collect in advance any Rents due in future lease periods, unless Grantor first obtains Lender's written consent. Upon default, Grantor will receive any Rents in trust for Lender and Grantor will not commingle the Rents with any other funds. When Lender so directs, Grantor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected shall be applied at Lender's discretion to the Secured Debt, the costs of managing, protecting and preserving the Property and to any other necessary expenses.

Grantor agrees that this Security Instrument is immediately effective between Grantor and Lender and effective as to third parties on the recording of this Assignment.

As long as this Assignment is in effect, Grantor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses, and landlords and tenants. Grantor, at its sole cost and expense, will keep, observe, and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Grantor or any party to the Lease defaults or fails to observe any applicable law, Grantor will promptly notify Lender. If Grantor neglects or refuses to enforce compliance with the terms of the Leases, then Lender or Trustee may, at Lender's option, enforce compliance. Grantor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so required) without Lender's consent. Grantor will not assign, compromise, subordinate, or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect, or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Grantor will indemnify Lender and hold Lender harmless for all liability, loss, or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

**15. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium, time-share or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

**16. DEFAULT.** Grantor will be in default if any of the following occur:

- A. Any party obligated on the Secured Debt fails to make payment when due;
- B. A breach of any term or covenant in this Security Instrument or any other document executed for the purposes of creating, securing or guarantying the Secured Debt;
- C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Grantor or any person or entity obligated on the Secured Debt;
- D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Grantor or any other person or entity obligated on the Secured Debt;
- E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
- F. A material adverse change in Grantor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt
- G. If the FSA guarantees the Secured Debt or holds a junior lien on the Property and any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce or to make possible the production of an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.
- H. The Grantor or maker of any of the Secured Debt fails to pay any indebtedness for borrowed money (other than the Secured Debt) of the Grantor or maker to any lender, or any interest thereon, when due.

**17. REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents, including without limitation, the power to sell the Property.

In the event of default, Trustee shall, in addition to any other permitted remedy, at the request of Lender, advertise and sell the Property as a whole or in separate parcels as Trustee deems best, at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates. Trustee shall give notice of sale including the time, terms and place of sale and a description of the

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Property to be sold as required by Mississippi Code § 89-1-55, in effect at the time of the proposed sale. Trustee shall sell either as a whole or in parcels, at his election, the provisions of Section 89-1-55, Mississippi Code of 1972, and Section 111, Mississippi Constitution of 1890 with respect to offering and selling real estate in parcels rather than as a whole, being hereby expressly waived in an attempt to satisfy the indebtedness hereby secured.

Upon sale of the Property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Grantor. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

- 18. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Grantor agrees to pay all of Lender's expenses if Grantor breaches any covenant in this Security Instrument. Grantor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Grantor agrees to pay for any recordation costs of such release.
- 19. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Except as previously disclosed and acknowledged in writing to Lender, Grantor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Grantor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Grantor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Grantor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Grantor or any tenant of any Environmental Law. Grantor will immediately notify Lender in writing as soon as Grantor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
- F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
- G. Grantor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
- H. Grantor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Grantor and any tenant are in compliance with applicable Environmental Law.
- I. Upon Lender's request and at any time, Grantor agrees, at Grantor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit

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- to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
- J. Lender has the right, but not the obligation, to perform any of Grantor's obligations under this section at Grantor's expense.
- K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Grantor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation cost, penalties and expense, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Grantor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.
- L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.
- 20. CONDEMNATION.** Grantor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the Proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
- 21. INSURANCE.** Grantor agrees to maintain insurance as follows:
- A. Grantor shall keep the Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.
- The proceeds of such insurance shall be paid by the Insurer directly to Mortgagee, which is hereby granted full power to settle and compromise claims under all policies, to endorse in the name of Grantor any check or draft representing the proceeds of any such insurance, and to demand, receive and give receipt in the name of Grantor for all sums coming due thereunder.
- All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor.
- Unless otherwise agreed in writing, all insurance proceeds shall be applied to restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of scheduled payment nor change the amount of any payments. Any excess will be paid to the Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.
- B. Grantor agrees to maintain comprehensive general liability insurance, as required by Lender, naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.
- C. Grantor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.
- 22. ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.
- 23. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.
- 24. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Grantor agrees that Lender and any party to this Security Instrument

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may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the heirs, successors and assigns of Grantor and Lender.

- 25. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of jurisdiction in which Lender is located, except to the extent otherwise required by laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or implied permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 26. **SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor or substitute trustee without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon the Trustee by this Security Instrument and applicable law.
- 27. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors.
- 28. **WAIVERS.** Except to the extent prohibited by law, Grantor waives all appraisal relating to the property.

**WAIVER OF TRIAL BY JURY**

**THE GRANTORS /DEBTORS/BORROWERS/MAKERS/GUARANTORS AND OTHER PARTIES BOUND UNDER THE LOAN DOCUMENTS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, AND THE LENDER/SECURED PARTY BY ITS ACCEPTANCE OF THE PROMISSORY NOTE AND THE SECURITY AGREEMENT/DEED OF TRUST/MORTGAGE AND OTHER LOAN DOCUMENTS IRREVOCABLY AND UNCONDITIONALLY WAIVES, ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO THE PROMISSORY NOTE, THE SECURITY AGREEMENT, THE DEED OF TRUST, THE MORTGAGE, GUARANTEE OR ANY OTHER LOAN DOCUMENT OR THE OBLIGATIONS THEREUNDER. ALL OF THE AFORESAID PARTIES SHALL HEREINAFTER BE REFERRED TO AS THE "PARTIES HERETO." THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE PARTIES HERETO WITH FULL AWARENESS OF THE LEGAL CONSEQUENCES OF IT, AND THE PARTIES HERETO HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES HERETO ENTERING INTO THIS AGREEMENT. THE PARTIES HERETO ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. EACH PARTY HERETO FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL AND HAS VOLUNTARILY CHOSEN NOT TO DO SO.**

- 29. **U.C.C. PROVISIONS.** Grantor grants to Lender a security interest in allocated equities in Lender, if any, now owned or hereafter acquired. If checked the following are applicable to, but do not limit, this Security Instrument:
  - Equities in Lender.** All of Grantor's interest in stock, participation certificates and/or other equity interests in Lender, including but not limited to all Grantor's interest in dividends, whether paid in cash or in stock or participation certificates, and in all allocated surplus or allocated equity in Lender, including but not limited to exchanged or converted equity, and all proceeds thereof to which Grantor may be entitled to receive on account of said property.
  - Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
  - Fixture Filing.** Grantor grants to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property.
  - Crops; Minerals; Rents, Issues, and Profits.** Grantor grants to Lender a security interest in all crops and minerals located on the Property as well as all rents, issues, and profits of them including but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").
  - Timber.** Grantor grants to Lender a security interest in all timber of any type or kind located on the property whether standing or otherwise, including timber to be cut pursuant to Miss. Code Ann. § 75-9-501. Grantor agrees that no timber contract or deed is currently outstanding on the property which has not been disclosed to Lender, and further agrees that no timber will be cut, removed or otherwise harvested or taken from the Property without the written consent of Lender.

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- Personal Property.** Grantor grants to Lender a security interest in all personal property located on or connected with the Property, including all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Grantor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property (all of which shall also be included in the term "Property"). The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
- Filing as Financing Statement.** Grantor agrees and acknowledges that this Security Instrument is sufficient as and is hereby filed as a Financing Statement pursuant to Miss. Code Ann. § 75-9-502 (1972, as amended).
- Farm Products; Use of Social Security Number.** If the Property includes farm products, Grantor will provide Lender with a list of buyers, commission merchants, and selling agents to or through whom the Grantor may sell the farm products and Grantor consents to the use of Grantor's Social Security or Tax Identification Number when notice of Lender's security interest is given to them. Grantor authorizes Lender to notify any additional parties regarding Lender's interest in Grantor's farm products, unless prohibited by law.

30. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:

- Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to zero balance, this Security Instrument will remain in effect until released pursuant to Miss. Code Ann. § 89-5-21.
- Agricultural Property.** Grantor covenants and warrants that the Property will be used principally for agricultural or farming purposes and that Grantor is an individual or entity allowed to own agricultural land as specified by law.
- Renewal and Extension.** This Deed of Trust is given and taken in renewal and extension of a deed of trust dated the \_\_\_\_ day of \_\_\_\_ and recorded in Book \_\_\_\_ County, Mississippi, and is in no way intended to void the said deed of trust or impair the security thereof.
- Additional Terms.**

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**VERY IMPORTANT**

**THIS DOCUMENT SECURES FUTURE ADVANCES. READ THE FOLLOWING CAREFULLY.**

This security instrument may secure future advances to any of the undersigned, whether you individually have actual knowledge of such advance or not. This security instrument may also secure future advances of funds previously repaid under the terms of a promissory note secured hereby and later re-advanced. By signing below, you hereby agree that you have read and understood these provisions. Further, by signing below you acknowledge that the final maturity date of this instrument may be beyond the final maturity date of the initial note secured hereunder, and that this instrument is intended to be a "line of credit" instrument within the meaning of Miss. Code Ann. § 89-5-21 (1972, as amended.) and it will remain effective till such final maturity date regardless of whether there is an outstanding balance owed unless you request its cancellation in writing from the current holder.

**SIGNATURES:** By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

  
Keith L. Watson July 23, 2013

STATE OF Mississippi  
COUNTY OF Leflore

Personally appeared before me, the undersigned authority in and for the said county and state, on this 23rd day of July, 2013, within my jurisdiction, the within named Keith L. Watson, who acknowledged that he/she/they executed the above and foregoing instrument.

My commission expires: \_\_\_\_\_ Carol S Ratliff  
(Notary Public)



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EXHIBIT "A"

Tract I.

The Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 21, Township 17 North, Range 2 West, Leflore County, Mississippi.

Together with a perpetual easement for ingress and egress conveyed to Grantor, their successor or assigns over the East Half (E ½) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 21, Township 17 North, Range 2 West, Leflore County, Mississippi, as recorded in Book 384 at page 116 of the Land Deed Records of Leflore County, Mississippi.

Tract II.

The East Half of the Southwest Quarter of the Southeast Quarter of Section 21, Township 17 North, Range 2 West, Leflore County, Mississippi.

LESS AND EXCEPT THE FOLLOWING TRACTS:

1. The 1.00 acre Apolonia Scott tract described in Deed Book 311 at page 19 of the Land Deed Records of Leflore County, Mississippi.
2. The 4.0 acre Omar Smith tract described in Deed Book 363 at page 325 of the Land Deed Records of Leflore County, Mississippi.
3. The 2.0 acre William H. Smith tract described in Deed Book 363 at page 328 of the Land Deed Records of Leflore County, Mississippi.
4. A 3.0 acre (more or less) tract located in the East Half of the Southwest Quarter of the Southeast Quarter of Section 21, Township 17 North, Range 2 West, Leflore County, Mississippi, said tract being described as follows:

Begin at the Southwest corner of the East Half of the Southwest Quarter of the Southeast Quarter of said Section 21, said corner marking the Point of Beginning Quarter 350 feet (more or less) to the Southwest corner of the Apolonia Scott 1.00 acre tract described in Deed Book 311 on Page 19 of the Land Deed Records of Leflore County, Mississippi; thence proceed along the boundaries of said 1.00 acre tract the following calls: North 208.71 feet, East 208.71 feet to the Northeast corner of said 1.00 acre tract; thence leaving said 1.00 acre tract proceed North 103 feet (more or less) to a point; thence West to a point on the West boundary of the East Half of the Southwest Quarter of the Southeast Quarter; thence South along the West boundary of the East Half of the Southwest Quarter of the Southeast Quarter to the Point of Beginning.

SIGNED FOR IDENTIFICATION:

  
KEITH L. WATSON

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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 23 2013 11:20:00AM  
In *Deed of Trust*  
Book 0763 Page 268  
Sam Abraham, Chancery Clerk  
By: *Diane Kelly* D.C.

Deed of Trust

Prepared By:  
Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Return to:  
Bank of Commerce  
P O Box 546  
Greenwood, Ms 38935-0546  
662-453-4142

Borrower Information: <sup>Hall</sup>  
Claudine Brown and Willie Jean ~~Brown~~  
2161 Browning Road  
Greenwood, MS 38930  
662/453-2225

Grantee Information:  
Bank of Commerce  
310 Howard Street  
Greenwood, MS 38935-0546  
662-453-4142

Grantor Information:  
Claudine Brown and Willie Jean <sup>Hall</sup>  
~~Brown~~  
2161 Browning Road  
Greenwood, MS 38930  
662/453-2225

Trustee Information:  
310 Howard Street  
Greenwood, MS 389035-0546  
662-453-4142

Beneficiary Information:  
Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Other Party to Instrument:  
Name N/A  
Street N/A  
City, State, Zip  
Business Phone Number

Indexing Instructions: SE 1/4, Section 7, Township 19 North, Range 2 East,  
Leflore County, MS

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THIS INSTRUMENT PREPARED BY:  
Bank of Commerce  
P.O. Box 546  
310 Howard Street  
Greenwood, MS 35935-0546  
(662)453-4142

AFTER RECORDING RETURN TO:  
Bank of Commerce  
P.O. Box 546  
310 Howard Street  
Greenwood, MS 38935-0546

(Space Above This Line For Recording Data)

LOAN NUMBER: 74388

**DEED OF TRUST**  
**THIS DEED OF TRUST CONTAINS A FUTURE ADVANCE CLAUSE**

THIS DEED OF TRUST ("Security Instrument") is made on July 19, 2013. The grantors are CLAUDINE BROWN, whose address is 2161 BROWNING ROAD, GREENWOOD, Mississippi 38930, and WILLIE JEAN HALL, whose address is P O BOX 721, GREENWOOD, Mississippi 38935 ("Borrower"). Borrower is not necessarily the same as the Person or Persons who sign the Note. The obligations of Borrowers who did not sign the Note are explained further in the section titled **Successors and Assigns Bound; Joint and Several Liability; Accommodation Signers**. The trustee is Terry W. Green - Bank of Commerce whose address is P.O. Box 546, 310 Howard Street, Greenwood, Mississippi 38935-0546 ("Trustee"). The beneficiary is Bank of Commerce, which is organized and existing under the laws of the State of Mississippi and whose address is 310 Howard Street, Greenwood, Mississippi 38935 ("Lender"). CLAUDINE BROWN and WILLIE JEAN HALL owe Lender a principal sum of money evidenced by a note, consumer loan agreement, or similar writing dated the same date as this Security Instrument (the "Note"), which provides for monthly payments ("Periodic Payments"), with the full debt, if not paid earlier, due on July 18, 2018. The note, consumer loan agreement, or similar writing, and any future debt or obligation of Borrower to Lender as set forth in the Section titled **Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges** below (the "Secured Indebtedness"), is secured by this Security Instrument in an amount not to exceed a **MAXIMUM PRINCIPAL AMOUNT** of Fourteen Thousand Four Hundred and 00/100 Dollars (U.S. \$14,400.00). This Maximum Principal Amount does not include interest or other fees and charges made pursuant to this Security Instrument, nor does it include advances made under the terms of the Security Instrument to protect Lender's security or to perform any of the covenants contained herein. This Security Instrument secures to Lender the repayment of the Secured Indebtedness, and the performance of Borrower's covenants and agreements under this Security Instrument and the Secured Indebtedness. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, including future advances, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced to protect the security of this Security Instrument under the



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provisions of the section titled **Protection of Lender's Rights in the Property**; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants, conveys, warrants, bargains, sells, transfers, pledges and assigns to Trustee, in trust, with power of sale, the following described property located in the County of Leflore, State of Mississippi:

Address: SE 1/4, Section 7, Township 19 North, Range 2 East, Browning Road, Greenwood, Mississippi 38935

Legal Description: See Attached Exhibit

**Indexing Instructions: This property should be indexed in the SE 1/4, Section 7, Township 19 North, Range 2 East, Leflore County, MS**

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

**Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges.** This Security Instrument secures to Lender the repayment of Borrower's Note, Consumer Loan Agreement, Guaranty, or similar writing executed by Borrower to Lender, more particularly described as:

- Loan number 74388 with a principal amount of \$14,400.00

and all renewals, extensions, modifications and substitutions thereof. This Security Instrument also secures: all future advances of funds from Lender to Borrower as evidenced by any promissory note, consumer loan agreement, or similar writing that may hereafter be executed by Borrower to Lender; all future obligations of Borrower to Lender; all future obligations of Borrower to Lender that may be evidenced by any contract, guaranty, or other evidence of debt hereafter executed by Borrower, and if more than one Borrower/Mortgagor has executed this Security Instrument, any one of them, in favor of Lender; and all additional funds that may be advanced by Lender to protect Lender's security interest in the property, as provided under paragraph titled Protection of Lender's Rights in the Property of this Security Instrument. All of the foregoing shall be referred to as the Secured Indebtedness. Borrower shall promptly pay when due the principal and interest on the Secured Indebtedness, and any late charges and other loan charges that may become due under the terms of the Secured Indebtedness.

**Applicable Law.** As used in this Security Instrument, the term "Applicable Law" shall mean all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

**Application of Payments.** Unless Applicable Law provides otherwise, all payments received by Lender shall be applied: first, to any prepayment charges due under the Secured Indebtedness; second, to interest due; third, to principal due; and last, to any late charges due under the Secured Indebtedness.

**Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations on time and directly to the person owed payment. At the request of Lender, Borrower shall promptly furnish to Lender receipts evidencing the payments.



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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with section titled **Protection of Lender's Rights in the Property**.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if, in Lender's sole discretion, the restoration or repair is economically feasible and Lender's security is not lessened. If, in Lender's sole discretion, the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within the number of days prescribed by Applicable Law as set forth in a notice from Lender to Borrower that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The period of time for Borrower to answer as set forth in the notice will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in the section titled **Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges** or change the amount of the payments. If under the section titled **Acceleration; Remedies**, the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Secured Indebtedness. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or



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regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this section, Lender does not have to do so.

Any amounts disbursed by Lender under this section shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate specified in the Secured Indebtedness and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or Applicable Law.

**Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless Applicable Law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within the minimum number of days established by Applicable Law after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in the section titled **Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges** or change the amount of such payments.



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**Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**Successors and Assigns Bound; Joint and Several Liability; Accommodation Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of section titled **Transfer of the Property or a Beneficial Interest in Borrower**. Borrower's covenants and agreements shall be joint and several. Any person who co-signs this Security Instrument but has no personal liability under the Secured Indebtedness ("Accommodation Signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey that Accommodation Signer's interest in the Property under the terms of the Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Secured Indebtedness without that Accommodation Signer's consent.

**Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Secured Indebtedness or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Secured Indebtedness.

**Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless Applicable Law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Borrower agrees to provide Lender with Borrower's most current mailing address, as it may change from time-to-time. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**Governing Law; Severability.** This Security Instrument shall be governed by federal law and the laws of the state of Mississippi. In the event that any provision or clause of this Security Instrument or the Secured Indebtedness conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Secured Indebtedness which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Secured Indebtedness are declared to be severable.

**Borrower's Copy.** Borrower shall be given one copy of this Security Instrument.

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) unless the Secured Indebtedness is assumable, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. If the Secured Indebtedness shows that Borrower's loan is assumable, Borrower must obtain Lender's written permission for an assumption and follow any other requirements of Lender related to an assumption. If Borrower does not do so, Lender may require immediate payment in full of all sums secured by this Security Instrument.



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If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than the minimum number of days established by Applicable Law from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**Sale of Secured Indebtedness Change of Loan Servicer.** The Secured Indebtedness or a partial interest in the Secured Indebtedness (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects periodic payments due under the Secured Indebtedness and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Secured Indebtedness. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with the section titled Notices and Applicable Law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by Applicable Law.

**Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the state of Mississippi that relate to health, safety or environmental protection.

**Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under the section titled Transfer of the Property or a Beneficial Interest in Borrower, unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than the minimum number of days established by Applicable Law from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. To the extent permitted by law, the notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. To the extent permitted by law, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give Borrower, in the manner provided in the section titled Notices, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by Applicable Law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in



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Leflore County as Trustee designates in the notice of sale in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. If Trustee is requested to cancel this Security Instrument, all notes evidencing debt secured by this Security Instrument shall be surrendered to Trustee. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

Oral Agreements Disclaimer. This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Additional Provisions. This deed of trust represents, renewal, refinancing and/or additional advances pursuant to the prior deed of trust filed for the record on July 11, 2011, in Book 0728 at Page 617 in the records maintained by the Chancery Clerk of Leflore County, MS

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in all pages of this Security Instrument and in any Rider executed by Borrower and recorded with it.

*Claudine Brown* 7-19-13  
CLAUDINE BROWN Date

*Willie Jean Hall* 7-19-13  
WILLIE JEAN HALL Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MISSISSIPPI )  
COUNTY OF LEFLORE )

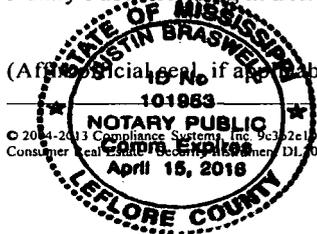
Personally appeared before me, the undersigned authority in and for the said county and state, on this 19th day of July, 2013, within my jurisdiction, the within named CLAUDINE BROWN, and WILLIE JEAN HALL, who acknowledged that they executed the above and foregoing instrument.

My commission expires:

Notary Public, residing in Leflore County.

*Justin Brull*  
Notary Public  
Identification Number

(Affirmation of Notary Public, if applicable)



© 2014-2013 Compliance Systems, Inc. 9c3b2e13-435b55a0 - 2013L1.1.689  
Consumer Deal # 101883, Commission DL 1036



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**EXHIBIT "A"**

That certain 4.0 acre tract of land situated in part of the Southwest Quarter of the Southeast Quarter of Section 7, Township 19N, Range 2E, Leflore County, Mississippi lying South of County Road #520 - SAP 42(51), and North of the right-of-way of the C & G RR, more particularly described by metes and bounds as follows, to-wit:

Beginning at the fence corner marking the Southwest corner of the Southeast Quarter of the Southeast Quarter of Section 7, T 19N, R 2E, Leflore County, Mississippi, and proceed West for a distance of 1.19 feet to a point; thence proceed North for a distance of 415.55 feet to a point at the intersection of the North boundary of the C.G.R.R. right-of-way and the West boundary of Stone Road (60' R.O.W.); from said point proceed along the North boundary of said C.G.R.R. right-of-way, N 89 degrees 21' 21" W for a distance of 189.89 feet to a stake and the *Point of Beginning* of the tract herein described; thence proceed N 03 degrees 36' 31" E for a distance of 491.72 feet to a stake on the South boundary of State Aid Project 42(51) commonly referred to as Browning Road (CR# 520); from said point proceed along said South boundary N 78 degrees 14' 30" W for a distance of 335 feet to an iron stake; thence proceed S 03 degrees 28' 18" W for a distance of 561.13 feet to an iron stake on the North boundary of the C & G R.R. right-of-way; from said iron stake proceed along the North boundary of said right-of-way S 89 degrees 52' 47" E for a distance of 331 feet to the iron stake and *Point of Beginning*.

**LESS AND EXCEPT**

That certain tract of land situated in the Southwest Quarter of the Southeast Quarter of Section 7, Township 19N, Range 2E, Leflore County, Mississippi lying South of County Road #520 - SAP 42(51), and North of the right-of-way of the C & G RR, more particularly described by metes and bounds as follows, to-wit:

Commencing at a found 1" Pipe in the NE Corner of Section 7 T 19 N, R 2 E run S 00° 00' 00" E for a distance of 4403.61' to a point; thence run N 90° 00' 00" W for a distance of 1679.18' to a found 1/2" Rebar along the ROW of Browning Road and being further described as the Point of Beginning; thence run S 01° 42' 48" W for a distance of 480.00' to a found 1/2" Rebar on the Northern ROW of the Railroad; thence run along the ROW of a Railroad Track S 89° 34' 38" W for a distance of 170.36' to a Set Iron Pin; thence leaving said ROW run on a set Boundary Line separating 1.9 acres from the original parent tract of 4.0 acres N 01° 42' 48" E for a distance of 516.24' to a Set Iron Pin on the Southern ROW of Browning Road; thence run along the ROW of Browning Road S 78° 19' 47" E for a distance of 172.85' to the Point of Beginning.

Containing 1.9 acres more or less. Bearings and Distances are based on GPS Grid Coordinates MS West Zone (2302)

*Indexing Instructions: This property should be indexed in the SE 1/4, Section 7, Township 19 North, Range 2 East, Leflore County, MS*

The above described property is hereby made a part of the Deed of Trust to which it is attached.

SIGNED FOR IDENTIFICATION

Claudine Brown  
CLAUDINE BROWN

Willie Jean Hall  
WILLIE JEAN HALL

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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 23 2013 11:20:00AM  
In *Deed of Trust*  
Book 0763 Page 277  
Sam Abraham, Chancery Clerk  
By: *Susan Kelly* D.C.

Deed of Trust

Prepared By:  
Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Return to:  
Bank of Commerce  
P O Box 546  
Greenwood, Ms 38935-0546  
662-453-4142

Grantor Information:  
Alfred King & Lizzie King  
900 Linden Ave  
Greenwood, MS 38930  
Ph: 662-392-7177

Grantee Information:  
Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Borrower Information:  
Alfred King  
900 Linden Ave  
Greenwood, MS 38930  
Ph: 662-392-7177

Trustee Information:  
Terry W Green  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Beneficiary Information:  
Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Other Party to Instrument:

Indexing Instructions: Lot 3 in Block 9 of Whittington's Southside Addition to the City of Greenwood, as said lot is shown upon map of said Addition recorded in Plat Book 4, at page 42 of the Records of Maps of Leflore County, Mississippi.

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THIS INSTRUMENT PREPARED BY:  
 Bank of Commerce  
 P.O. Box 546  
 310 Howard Street  
 Greenwood, MS 38935-0546  
 (662)453-4142

AFTER RECORDING RETURN TO:  
 Bank of Commerce  
 P.O. Box 546  
 310 Howard Street  
 Greenwood, MS 38935-0546

(Space Above This Line For Recording Data)

LOAN NUMBER: 74430

**COMMERCIAL REAL ESTATE DEED OF TRUST  
 FUTURE ADVANCES AND FUTURE OBLIGATIONS ARE SECURED BY THIS REAL ESTATE  
 DEED OF TRUST**

This COMMERCIAL REAL ESTATE DEED OF TRUST, ("Security Instrument") is made on July 19, 2013 by the grantor(s) ALFRED KING, a married couple, whose address is 900 LINDEN AVE, GREENWOOD, Mississippi 38930, and LIZZIE W KING, a married couple, whose address is 900 LINDEN AVE, GREENWOOD, Mississippi 38930 ("Grantor"). The trustee is Terry W. Green - Bank of Commerce whose address is P.O. Box 546, 310 Howard Street, Greenwood, Mississippi 38935-0546 ("Trustee"). The beneficiary is Bank of Commerce whose address is 310 Howard Street, Greenwood, Mississippi 38935 ("Lender"), which is organized and existing under the laws of the State of Mississippi. Grantor owes Lender the principal sum of Thirty-five Thousand Five Hundred Sixty-four and 15/100 Dollars (U.S. \$35,564.15), which is evidenced by the promissory note dated July 19, 2013. Grantor in consideration of this loan and any future loans extended by Lender up to a maximum principal amount of Thirty-five Thousand Five Hundred Sixty-four and 15/100 Dollars (U.S. \$35,564.15) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, irrevocably grants, conveys, warrants, bargains, sells, transfers, pledges and assigns to Trustee, in trust, with power of sale, the following described property located in the County of Leflore, State of Mississippi:

Address: 604 Linden Avenue, Greenwood, Mississippi 38930-0000

Legal Description: The unexpired portion of the leasehold estate for a term of ninety-nine years from July 3, 1947, granted to W. M. Whittington, as described in that certain lease contract from Leflore County, Mississippi, dated May 26, 1947, and recorded in Book 89, at Page 467. of the Land Deed Records of Leflore County, Mississippi, in and to the following described lots or parcels of land, to-wit:



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Lot Three (3) in Block Nine (9) of Whittington's Southside Addition to the City of Greenwood, as said lot is shown upon the map of said Addition recorded in Plat Book 4, at page 42 of the Records of Maps of Leflore County, Mississippi.

**INDEXING INSTRUCTIONS:** Lot 3 in Block 9 of Whittington's Southside Addition to the City of Greenwood, as said lot is shown upon map of said Addition recorded in Plat Book 4, at page 42 of the Records of Maps of Leflore County, Mississippi.

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

**RELATED DOCUMENTS.** The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

**INDEBTEDNESS.** This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from ALFRED KING to Bank of Commerce, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

**MATURITY DATE.** The Indebtedness, if not paid earlier, shall be due on July 18, 2018.

**FUTURE ADVANCES.** To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

**CROSS COLLATERALIZATION.** It is the expressed intent of Grantor to cross collateralize all of its Indebtedness and obligations to Lender, howsoever arising and whensoever incurred, except any obligation existing or arising against the principal dwelling of any Grantor.

**WARRANTIES.** Grantor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

**Performance of Obligations.** Grantor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

**Defense and Title to Property.** At the time of execution and delivery of this instrument, Grantor is lawfully seised of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Grantor covenants that the Property is unencumbered and free of all liens, except for encumbrances of record acceptable to Lender. Further, Grantor covenants that Grantor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the



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schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

**Condition of Property.** Grantor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

**Removal of any Part of the Property.** Grantor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

**Alterations to the Property.** Grantor promises to abstain from the commission of any waste on or in connection with the Property. Further, Grantor shall make no material alterations, additions or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Grantor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

**Due on Sale - Lender's Consent.** Grantor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

**Insurance.** Grantor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 10 days notice prior to cancellation. At Lender's discretion, Grantor may be required to produce receipts of paid premiums and renewal policies. If Grantor fails to obtain the required coverage, Lender may do so at Grantor's expense. Grantor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Grantor.

**Payment of Taxes and Other Applicable Charges.** Grantor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Grantor or the Property.

**Environmental Laws and Hazardous or Toxic Materials.** Grantor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Grantor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Grantor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Grantor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Grantor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Grantor or Grantor's failure to comply fully and timely with environmental laws.



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**Financial Information.** Grantor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Grantor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records and files of Grantor.

**Lender's Right to Enter.** Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Grantor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Grantor.

**ASSIGNMENT OF LEASES AND RENTS.** As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Grantor hereby assigns and transfers over to Lender all rents, income and profits ("Rents") under any present or future leases, subleases or licenses of the Property, including any guaranties, extensions, amendments or renewals thereof, from the use of the Property. So long as Grantor is not in default, Grantor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Grantor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

**CONDEMNATION.** Grantor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

**GRANTOR'S ASSURANCES.** At any time, upon a request of Lender, Grantor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

**ATTORNEY-IN-FACT.** Grantor appoints Lender as attorney-in-fact on behalf of Grantor. If Grantor fails to fulfill any of Grantor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Grantor. This power of attorney shall not be affected by the disability of the Grantor.

**EVENTS OF DEFAULT.** The following events shall constitute default under this Security Instrument (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Grantor or any person obligated on the Indebtedness;



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- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Grantor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Grantor for the benefit of Grantor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership or management of Grantor or any person obligated on the Indebtedness; or
- (g) Lender deems itself insecure for any reason whatsoever.

**REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Grantor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

**IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE GRANTOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.**

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made in it. If Lender chooses to invoke the power of sale, Lender or Trustee will provide notice of sale pursuant to applicable law. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointments confers. Grantor hereby irrevocably consents to such appointment and waives notice of any application therefor.

**NO WAIVER.** No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

**SUBSTITUTE TRUSTEE.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.



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**JOINT AND SEVERAL LIABILITY.** If this Security Instrument should be signed by more than one person, all persons executing this Security Instrument agree that they shall be jointly and severally bound, where permitted by law.

**SURVIVAL.** Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns and successors of Grantor.

**NOTICES AND WAIVER OF NOTICE.** Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective: (i) when it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Any such notice shall be addressed to the party given at the beginning of this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Grantor waives notice of Lender's acceptance of this Security Instrument, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

**TO THE EXTENT PERMITTED BY LAW, GRANTOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.**

**WAIVER OF APPRAISEMENT RIGHTS.** Grantor waives all appraisement rights relating to the Property to the extent permitted by law.

**LENDER'S EXPENSES.** Grantor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

**ASSIGNABILITY.** Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Grantor. Grantor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

**GOVERNING LAW; JURISDICTION.** This Security Instrument will be governed by the laws of the State of Mississippi including all proceedings arising from this Security Instrument. The parties to this Security Instrument hereby waive any plea of jurisdiction or venue on the ground that they are not a resident of Leflore County, Mississippi, and hereby specifically authorize any action brought to enforce the Indebtedness to be instituted and prosecuted in the appropriate court of the County of Leflore or in the United States District Court for the district assigned to said County and state.

**SEVERABILITY.** If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

**UNIFORM COMMERCIAL CODE (U.C.C.)** Grantor grants to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property. Grantor authorizes Lender to file any financing statements required under the Uniform Commercial Code.

**ORAL AGREEMENTS DISCLAIMER.** This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.



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**ADDITIONAL PROVISIONS.** This deed of trust represents renewal, refinancing and/or additional advances pursuant to the prior deed of trust filed for the record on January 18, 2013 in Book 0753 at Page 422 in the records maintained by the Chancery Clerk of Leflore County, MS.

By signing this Security Instrument, each Grantor acknowledges that all provisions have been read and understood.

Alfred King 7-19-13  
ALFRED KING Date  
Individually

Lizzie King 7/19/13  
LIZZIE W KING Date  
Individually

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF MISSISSIPPI )  
COUNTY OF Leflore )

Personally appeared before me, the undersigned authority in and for the said county and state, on this 7-19-13 within my jurisdiction, the within named ALFRED KING, a married couple, and LIZZIE W KING, a married couple, who acknowledged that they executed the above and foregoing instrument.

My commission expires: 4-15-16

Carli Pruett

Identification Number

(Affix official seal, if applicable)



MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

TO

MARVIN SHEFFIELD & BECKY P. SHEFFIELD

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State of Mississippi  
County of Leflore  
I certify this document was filed and recorded  
JULY 23 2013 11:20:00AM  
In Deed of Trust  
Book 0763 Page 285  
Sam Abraham, Chancery Clerk  
By: Diana Kelly D.C.

Recording Requested By: TRUSTMARK NATIONAL BANK  
Prepared By:Margrett Truss, 248 East Capitol Street, Jackson, Ms 39201,  
601-208-2656  
When Recorded Return To: TRUSTMARK NATIONAL BANK, P. O. BOX 522, JACKSON,  
MS 39205-

DEED OF RELEASE

Trustmark National Bank #:0004062024 "SHEFFIELD" ID:/ Leflore, MS

**MERS #: 10019970100519006 SIS #: 888-679-6377**

KNOW ALL MEN BY THESE PRESENTS that MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) at P O BOX 2026, FLINT, MI 48501 2026 Phone: 888-679-6377 holder of a certain Deed of Trust, whose parties, dates and recording information are below, does hereby acknowledge that it has received full payment and satisfaction of the same, and in consideration thereof, does hereby Cancel, Discharge and Reconvey said Deed of Trust, and the estate, title and interest now held by it under said Deed of Trust, without warranty, to the person or persons legally entitled thereto.

Original Trustor (Borrower): MARVIN SHEFFIELD AND BECKY P SHEFFIELD, Address: 506 East Jeff Davis, Greenwood, MS 38930 Phone: N/A  
Original Beneficiary (Lender): FBT MORTGAGE, LLC Address: 6911 WASHINGTON AVE STE B, OCEAN SPRINGS, MS 39564 Phone: 228-872-1020  
Original Trustee: MICHAEL L. RIDDLE Address: 6911 WASHINGTON AVENUE , OCEAN SPRINGS, MS, MS 39564-2132 Phone: 228-872-1020

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC is at 1901 E VOORHEES ST, SUITE C, DANVILLE, IL 61834, P.O. BOX 2026, FLINT, MI 48501-2026

Date: 06/17/2010 and Recorded 06/21/2010 as Instrument No. Book/Reel/Liber 0714, Page/Folio 517, in the Records of the County Recorder of LEFLORE County MISSISSIPPI

Property Address: 506 East Jeff Davis, Greenwood, MS, 38930

Index Information: Lot 1 in Block 12, Spencer Addition, Leflore County, MS

IN WITNESS WHEREOF, the undersigned, by the officer duly authorized, has duly executed the foregoing instrument.

Mortgage Electronic Registration Systems, Inc. (MERS)  
On July 08, 2013

By: [Signature]

RICHARD D MILLER, SR. VICE PRESIDENT

ECW-20130708-0037 MSLEFLO LEFLORE MS BAT: 14417 KXMSDOR1

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Page 2 Deed of Release

STATE OF Mississippi  
COUNTY OF Rankin

ON 7.12.13, before me, MARGRETT TRUSS, a Notary Public in and for the County of Rankin County, State of Mississippi, personally appeared RICHARD D MILLER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Margrett Truss  
MARGRETT TRUSS  
Notary Expires: 07/24/2016

(This area for notarial seal)

Margrett Truss, (601)-208-2656 TRUSTMARK P O BOX 522 JACKSON, MS 39205  
ECW-20130708-0037 MSLEFLO LEFLORE MS BAT: 14417/0004062024 KXMSDOR1



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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 23 2013 11:20:00AM  
In Deed of Trust  
Book 0763 Page 287  
Sam Abraham, Chancery Clerk  
By: Diana Kelly D.C.

Space Above This Line For Recording Data

This document was prepared by Loan Operations, Congaree State Bank, PO Box 3018,  
West Columbia, SC 29171,  
Return To: Loan Operations, Congaree State Bank, PO Box 3018, West Columbia, SC  
29171  
INDEXING INSTRUCTIONS.

**MODIFICATION OF DEED OF TRUST**

**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is June 27,  
2013. The parties, their addresses and phone numbers are:

**GRANTOR:**

**ROCKY DEVELOPMENT, LLC**  
A South Carolina Limited Liability Company  
2805 Millwood Avenue, Suite C  
Columbia, SC 29205  
803-799-1012

**TRUSTEE:**

**H DONALD BROCK SR**  
PO Box 941  
Greenwood, MS 38935  
Telephone:

**LENDER:**

**CONGAREE STATE BANK**  
Organized and existing under the laws of South Carolina  
PO Box 3018  
West Columbia, SC 29171  
Telephone: (803) 794-2265

Rocky Development, LLC  
Mississippi Real Estate Modification  
SC/4XXSBROCK0000000000665010N

Walters Kluwer Financial Services ©1996, 2013 Bankers  
Systems™

Initials CR  
Page 1



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1. **BACKGROUND.** Grantor and Lender entered into a security instrument dated July 8, 2008 and recorded on July 9, 2008 (Security Instrument). The Security Instrument was recorded in the records of Leflore County, Mississippi at Book 686: Page 598 and covered the following described Property:

see attached exhibit "A"

The property is located in Leflore County at 503 West Park Ave, Greenwood, Mississippi 38930.

2. **MODIFICATION.** For value received, Grantor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

**A. Secured Debt.** The secured debt provision of the Security Instrument is modified to read:

(1) **Secured Debts and Future Advances.** The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) **Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 400097200, dated July 8, 2008, from Grantor to Lender, with a modified loan amount of \$184,242.88 and maturing on July 2, 2018.

(b) **Future Advances.** All future advances from Lender to Grantor under the Specific Debts executed by Grantor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Grantor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

(c) **All Debts.** All present and future debts from Grantor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the



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event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

(d) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. **WARRANTY OF TITLE.** Grantor warrants that Grantor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to irrevocably grant, bargain and sell the Property in trust to Trustee, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

4. **CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

**SIGNATURES.** By signing, Grantor agrees to the terms and covenants contained in this Modification. Grantor also acknowledges receipt of a copy of this Modification.

**GRANTOR:**

Rocky Development, LLC

By   
M Clay Winslett, Sole Member

Rocky Development, LLC  
Mississippi Real Estate Modification  
SC/4XXSBROCK0000000000665010N

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Systems™

Initials   
Page 3



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ACKNOWLEDGMENT.

State OF SC, County OF Richland ss.

Personally appeared before me, the undersigned authority in and for the said county and state, on this 27th day of June 2013, within my jurisdiction, the within named M Clay Winslett, who acknowledged that he/she/they is/are Sole Member of Rocky Development, LLC, a Limited Liability Company and that in said representative capacity he/she/they executed the above and foregoing instrument, after first having been duly authorized so to do.

My commission expires:

5.8.14

[Signature]  
(Notary Public)  
5.8.14



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**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTY**

209 feet off of the North end of Lots 2 and 3 in Block 3 of the Vardaman Addition to the City of Greenwood, Leflore County, Mississippi, as said Addition is shown on map of same recorded in Plat Book 3 at page 40 of the Records of Maps of Leflore County, Mississippi, and more particularly described by metes and bounds as follows, to-wit:

Begin at the Northeast corner of Lot 2 in Block 3 of the Vardaman Addition to the City of Greenwood, Leflore County, Mississippi, and run thence South 26° 33' East 209.0 feet to an iron pipe; run thence South 63° 27' West 200.5 feet to a point on the Western boundary line of Lot 3 in Block 3 of the Vardaman Addition to the City of Greenwood, Leflore County, Mississippi; run thence North 26° 33' West 209.0 feet to the Northwest corner of Lot 3 in Block 3 of the Vardaman Addition to the City of Greenwood, Mississippi; run thence North 63° 27' East on and along the Northern boundary lines of Lots 2 and 3 in Block 3 of the Vardaman Addition a distance of 200.5 feet to the point of beginning.

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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 23 2013 11:20:00AM  
In *Deed of Trust*  
Book 0763 Page 292  
Sam Abraham, Chancery Clerk  
By: *Diane Kelly* D.C.

Deed of Trust

Prepared By:  
Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Return to:  
Bank of Commerce  
P O Box 546  
Greenwood, Ms 38935-0546  
662-453-4142

Grantor Information:  
Twin Rivers Recreation Association, Inc.  
503 West Barton  
Greenwood, MS 38930  
Ph: 662-453-4969

Grantee Information:  
Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Borrower Information:  
Twin Rivers Recreation Association, Inc.  
503 West Barton  
Greenwood, MS 38930  
Ph: 662-453-4969

Trustee Information:  
Terry W Green  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Beneficiary Information:  
Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Other Party to Instrument:

Indexing Instructions: This property should be indexed as Lots 7-12, both inclusive, in Block 9; Lots 2, 3, 4, 5 and 6 in Block 12; and Lots 1 and 2 in Block 13, Pitchford and Harris Addition, City of Greenwood, Leflore County, Mississippi.

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THIS INSTRUMENT PREPARED BY:  
Bank of Commerce  
P.O. Box 546  
310 Howard Street  
Greenwood, MS 35935-0546  
(662)453-4142

AFTER RECORDING RETURN TO:  
Bank of Commerce  
P.O. Box 546  
310 Howard Street  
Greenwood, MS 38935-0546

(Space Above This Line For Recording Data)

LOAN NUMBER: 74411

### COMMERCIAL REAL ESTATE DEED OF TRUST

This COMMERCIAL REAL ESTATE DEED OF TRUST, ("Security Instrument") is made on July 18, 2013 by the grantor(s) Twin Rivers Recreation Association Inc., a Mississippi Corporation, whose address is 503 West Barton, Greenwood, Mississippi 38930 ("Grantor"). The trustee is Terry W. Green - Bank of Commerce whose address is P.O. Box 546, 310 Howard Street, Greenwood, Mississippi 38935-0546 ("Trustee"). The beneficiary is Bank of Commerce whose address is 310 Howard Street, Greenwood, Mississippi 38935 ("Lender"), which is organized and existing under the laws of the State of Mississippi. Grantor owes Lender the principal sum of Two Hundred Thousand and 00/100 Dollars (U.S. \$200,000.00), which is evidenced by the promissory note dated July 18, 2013. Grantor in consideration of this loan and any future loans extended by Lender up to a maximum principal amount of Two Hundred Thousand and 00/100 Dollars (U.S. \$200,000.00) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, irrevocably grants, conveys, warrants, bargains, sells, transfers, pledges and assigns to Trustee, in trust, with power of sale, the following described property located in the County of Leflore, State of Mississippi:

Address: 503 West Barton, Greenwood, Mississippi 38930

Legal Description: See Attached Exhibit "A"

**INDEXING INSTRUCTIONS:** This property should be indexed as Lots 7-12, both inclusive, in Block 9; Lots 2, 3, 4, 5 and 6 in Block 12; and Lots 1 and 2 in Block 13, Pitchford and Harris Addition, City of Greenwood, Leflore County, Mississippi.

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain,

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Commercial Real Estate Security Instrument - DL4007

Page 1 of 7

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amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

**RELATED DOCUMENTS.** The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

**INDEBTEDNESS.** This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from Twin Rivers Recreation Association Inc. to Bank of Commerce, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

**MATURITY DATE.** The Indebtedness, if not paid earlier, shall be due on July 18, 2014.

**FUTURE ADVANCES.** To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

**CROSS COLLATERALIZATION.** It is the expressed intent of Grantor to cross collateralize all of its Indebtedness and obligations to Lender, howsoever arising and whensoever incurred, except any obligation existing or arising against the principal dwelling of any Grantor.

**WARRANTIES.** Grantor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

**Performance of Obligations.** Grantor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

**Defense and Title to Property.** At the time of execution and delivery of this instrument, Grantor is lawfully seized of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Grantor covenants that the Property is unencumbered and free of all liens, except for encumbrances of record acceptable to Lender. Further, Grantor covenants that Grantor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

**Condition of Property.** Grantor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

**Removal of any Part of the Property.** Grantor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

**Alterations to the Property.** Grantor promises to abstain from the commission of any waste on or in connection with the Property. Further, Grantor shall make no material alterations, additions or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Grantor will comply with



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all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

**Due on Sale - Lender's Consent.** Grantor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

**Insurance.** Grantor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 10 days notice prior to cancellation. At Lender's discretion, Grantor may be required to produce receipts of paid premiums and renewal policies. If Grantor fails to obtain the required coverage, Lender may do so at Grantor's expense. Grantor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Grantor.

**Payment of Taxes and Other Applicable Charges.** Grantor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Grantor or the Property.

**Environmental Laws and Hazardous or Toxic Materials.** Grantor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Grantor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Grantor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Grantor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Grantor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Grantor or Grantor's failure to comply fully and timely with environmental laws.

**Financial Information.** Grantor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Grantor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records and files of Grantor.

**Lender's Right to Enter.** Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Grantor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Grantor.

**ASSIGNMENT OF LEASES AND RENTS.** As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Grantor hereby assigns and transfers over to Lender all rents, income and profits ("Rents") under any present or future leases, subleases or licenses of the Property, including any guaranties, extensions, amendments or renewals thereof, from the use of the Property. So long as Grantor is



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not in default, Grantor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Grantor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

**CONDEMNATION.** Grantor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

**GRANTOR'S ASSURANCES.** At any time, upon a request of Lender, Grantor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

**ATTORNEY-IN-FACT.** Grantor appoints Lender as attorney-in-fact on behalf of Grantor. If Grantor fails to fulfill any of Grantor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Grantor. This power of attorney shall not be affected by the disability of the Grantor.

**EVENTS OF DEFAULT.** The following events shall constitute default under this Security Instrument (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Grantor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Grantor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Grantor for the benefit of Grantor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership or management of Grantor or any person obligated on the Indebtedness; or
- (g) Lender deems itself insecure for any reason whatsoever.

**REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Grantor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.



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IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE GRANTOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made in it. If Lender chooses to invoke the power of sale, Lender or Trustee will provide notice of sale pursuant to applicable law. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointments confers. Grantor hereby irrevocably consents to such appointment and waives notice of any application therefor.

**NO WAIVER.** No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

**SUBSTITUTE TRUSTEE.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

**JOINT AND SEVERAL LIABILITY.** If this Security Instrument should be signed by more than one person, all persons executing this Security Instrument agree that they shall be jointly and severally bound, where permitted by law.

**SURVIVAL.** Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns and successors of Grantor.

**NOTICES AND WAIVER OF NOTICE.** Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective: (i) when it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Any such notice shall be addressed to the party given at the beginning of this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Grantor waives notice of Lender's acceptance of this Security Instrument, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.



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**TO THE EXTENT PERMITTED BY LAW, GRANTOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.**

**WAIVER OF APPRAISEMENT RIGHTS.** Grantor waives all appraisement rights relating to the Property to the extent permitted by law.

**LENDER'S EXPENSES.** Grantor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

**ASSIGNABILITY.** Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Grantor. Grantor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

**GOVERNING LAW; JURISDICTION.** This Security Instrument will be governed by the laws of the State of Mississippi including all proceedings arising from this Security Instrument. The parties to this Security Instrument hereby waive any plea of jurisdiction or venue on the ground that they are not a resident of Leflore County, Mississippi, and hereby specifically authorize any action brought to enforce the Indebtedness to be instituted and prosecuted in the appropriate court of the County of Leflore or in the United States District Court for the district assigned to said County and state.

**SEVERABILITY.** If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

**UNIFORM COMMERCIAL CODE (U.C.C.)** Grantor grants to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property. Grantor authorizes Lender to file any financing statements required under the Uniform Commercial Code.

**ORAL AGREEMENTS DISCLAIMER.** This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**By signing this Security Instrument, each Grantor acknowledges that all provisions have been read and understood.**

Twin Rivers Recreation Association Inc.

Sam Rustom  
By: Sam Rustom Date  
Its: President

Debbie B. Oxnam 7-18-13  
By: Debbie Oxnam Date  
Its: General Manager



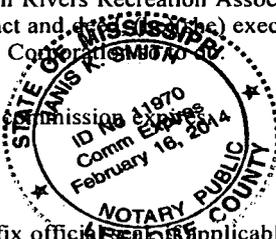
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BUSINESS ACKNOWLEDGMENT

STATE OF MISSISSIPPI )  
COUNTY OF Leflore )

Personally appeared before me, the undersigned authority in and for the said county and state, on this 7/19/13, within my jurisdiction, the within named Sam Rustom, who acknowledged to me that (he)(she) is the President of Twin Rivers Recreation Association Inc., a Mississippi and that for and on behalf of the said Corporation, and as its act and deed, (he)(she) executed the above and foregoing instrument, after first having been duly authorized by said Corporation so to do.

My commission expires February 16, 2014  
(Affix official seal, if applicable)



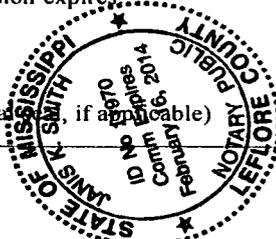
*Janis K. Smith*  
Identification Number

BUSINESS ACKNOWLEDGMENT

STATE OF MISSISSIPPI )  
COUNTY OF Leflore )

Personally appeared before me, the undersigned authority in and for the said county and state, on this 7/18/13 within my jurisdiction, the within named Debbie Oxnam, who acknowledged to me that (he)(she) is the General Manager of Twin Rivers Recreation Association Inc., a Mississippi and that for and on behalf of the said Corporation, and as its act and deed, (he)(she) executed the above and foregoing instrument, after first having been duly authorized by said Corporation so to do.

My commission expires  
(Affix official seal, if applicable)



*Janis K. Smith*  
Identification Number



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EXHIBIT "A"

Lots Seven to Twelve (7-12), both inclusive, in Block Nine (9); Lots Two, Three, Four, Five and Six (2, 3, 4, 5 and 6) in Block Twelve (12); and Lots One and Two (1 and 2) in Block Thirteen (13); all in the Pitchford and Harris Addition to the City of Greenwood, Leflore County, Mississippi, as shown by the map of said addition recorded in Plat Book Number 3, at page 10, of the Records of Maps in the office of the Chancery Clerk of Leflore County, Mississippi

and

The southerly one-half (1/2) of that part of the 20.0 foot wide alley through Block 9 lying west of a line drawn perpendicularly across said alley from the northeast corner of Lot 12 in said Block 9 in the Pitchford Harris Addition to the City of Greenwood as shown on the plat thereof recorded in Map Book 3 at page 10 of the Records of Maps of Leflore County, Mississippi, described by metes and bounds as follows:

Begin at the northeast corner of said Lot 12 in Block 9 and run South 63 degrees 27 minutes West (S63°27'W) along the northerly boundary line of said Lot 12 and Lots 11, 10, 9 and 8 in said Block 9 for 332.8 feet to the northwest corner of said Lot 8 in Block 9, said point also being in the western boundary line of said Pitchford Harris Addition; run thence North 0 degrees 28 minutes West (N0°28'W) along the said western boundary line of the Pitchford Harris Addition for 11.15 feet to a point in the centerline of the said 20.0 foot wide alley through Block 9; run thence North 63 degrees 27 minutes East (N63°27'E) along the centerline of said alley for 327.9 feet to a point; run thence South 26 degrees 33 minutes East (S26°33'E) for 10.0 feet to the point of beginning, containing 0.0758 acres.

and

All that part of Barton (formerly Eighth) Avenue lying westerly of a line drawn perpendicularly across said Barton Avenue from the northeast corner of Lot 3 in Block 12 of the Pitchford Harris Addition to the City of Greenwood as shown on the plat thereof recorded in Map Book 3 at page 10 of the Records of Maps of Leflore County, Mississippi, containing 0.4045 acres

and

All of Jesty Street in the Pitchford Harris Addition to the City of Greenwood as shown on the plat thereof recorded in Map Book 3 at page 10 of the Records of Maps of Leflore County, Mississippi, containing 0.2005 acres.

Signed for Identification: 7-18-13  
Twin Rivers Recreation Association, Inc.

BY: Sam Rustom  
Sam Rustom  
Its: President

BY: Debbie B. Oxnam  
Debbie Oxnam  
Its: General Manager

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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 23 2013 11:20:00AM  
In *Deed of Trust*  
Book 0763 Page 301  
Sam Abraham, Chancery Clerk  
By: *Shane Kelly* D.C.

## Deed of Trust

Prepared by:  
Bank of Commerce  
310 Howard Street  
Greenwood, MS 38930  
662-453-4142

Grantor Information:  
Julian Walls  
1000 McLean  
Greenwood, MS 38930  
662-385-5589

Borrower Information:  
Julian Walls  
1000 McLean  
Greenwood, MS 38930  
662-385-5589

Beneficiary Information:  
Bank of Commerce  
310 Howard Street  
Greenwood, MS 38930  
662-453-4142

Return to:  
Bank of Commerce  
P. O. Box 546  
Greenwood, MS 38935  
662-453-4142

Grantee Information:  
Bank of Commerce  
310 Howard Street  
Greenwood, MS 38930  
662-453-4142

Trustee Information:  
Terry W Green  
310 Howard Street  
Greenwood, MS 38930  
662-453-4142

Other Party to Instrument:  
Name:  
Physical Address:  
Street  
City, State, Zip

Indexing Instructions: This property should be indexed as Lot 6, Block 27 of the Madison Jones East Greenwood Addition, in the City of Greenwood, Leflore County, Mississippi.

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THIS INSTRUMENT PREPARED BY:  
Bank of Commerce  
P.O. Box 546  
310 Howard Street  
Greenwood, MS 35935-0546  
(662)453-8060

AFTER RECORDING RETURN TO:  
Bank of Commerce  
P.O. Box 546  
310 Howard Street  
Greenwood, MS 38935-0546

(Space Above This Line For Recording Data)

LOAN NUMBER: 74366

**DEED OF TRUST  
THIS DEED OF TRUST CONTAINS A FUTURE ADVANCE CLAUSE**

THIS DEED OF TRUST ("Security Instrument") is made on July 16, 2013. The grantor is Julian Walls, whose address is 1000 McLean, Greenwood, Mississippi 38930 ("Borrower"). Borrower is not necessarily the same as the Person or Persons who sign the Note. The obligations of Borrowers who did not sign the Note are explained further in the section titled **Successors and Assigns Bound; Joint and Several Liability; Accommodation Signers**. The trustee is Terry W. Green - Bank of Commerce whose address is P.O. Box 546, 310 Howard Street, Greenwood, Mississippi 38935-0546 ("Trustee"). The beneficiary is Bank of Commerce, which is organized and existing under the laws of the State of Mississippi and whose address is 815 West Park Avenue, Greenwood, Mississippi 38930 ("Lender"). Julian Walls owes Lender a principal sum of money evidenced by a note, consumer loan agreement, or similar writing dated the same date as this Security Instrument (the "Note"), which provides for periodic payments ("Periodic Payments"), with the full debt, if not paid earlier, due on July 30, 2018. The note, consumer loan agreement, or similar writing, and any future debt or obligation of Borrower to Lender as set forth in the Section titled **Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges** below (the "Secured Indebtedness"), is secured by this Security Instrument in an amount not to exceed a **MAXIMUM PRINCIPAL AMOUNT** of Thirty-one Thousand Nine Hundred Eleven and 93/100 Dollars (U.S. \$31,911.93). This Maximum Principal Amount does not include interest or other fees and charges made pursuant to this Security Instrument, nor does it include advances made under the terms of the Security Instrument to protect Lender's security or to perform any of the covenants contained herein. This Security Instrument secures to Lender the repayment of the Secured Indebtedness, and the performance of Borrower's covenants and agreements under this Security Instrument and the Secured Indebtedness. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, including future advances, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced to protect the security of this Security Instrument under the provisions of the section titled **Protection of Lender's Rights in the Property**; and (c) the performance of Borrower's covenants and agreements under this



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Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants, conveys, warrants, bargains, sells, transfers, pledges and assigns to Trustee, in trust, with power of sale, the following described property located in the City of Greenwood, State of Mississippi:

Address: 1000 McLean, Greenwood, Mississippi 38930-0000

Legal Description: Lot Six (6), of Block Twenty-seven (27) of the Madison-Jones East Greenwood Addition to said City of Greenwood, as is shown by a map of said Addition recorded in Book 2 at Page 41 of the Records of Maps in the Office of the Chancery Clerk of said County of Leflore, the said lot being fifty (50) feet East and West by three hundred (300) feet North and South and bounded on the South by the right-of-way of the Columbus and Greenville Railway Company and on the North by Mclean Street, the said property being formerly the homestead of J. R. Rickles.

**Indexing Instructions: This property should be indexed as Lot 6, Block 27 of the Madison Jones East Greenwood Addition, in the City of Greenwood, Leflore County, Mississippi.**

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

**Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges.** This Security Instrument secures to Lender the repayment of Borrower's Note, Consumer Loan Agreement, Guaranty, or similar writing executed by Borrower to Lender, more particularly described as:

- Loan number 74366 with a principal amount of \$31,911.93

and all renewals, extensions, modifications and substitutions thereof. This Security Instrument also secures: all future advances of funds from Lender to Borrower as evidenced by any promissory note, consumer loan agreement, or similar writing that may hereafter be executed by Borrower to Lender; all future obligations of Borrower to Lender; all future obligations of Borrower to Lender that may be evidenced by any contract, guaranty, or other evidence of debt hereafter executed by Borrower, and if more than one Borrower/Mortgagor has executed this Security Instrument, any one of them, in favor of Lender; and all additional funds that may be advanced by Lender to protect Lender's security interest in the property, as provided under paragraph titled Protection of Lender's Rights in the Property of this Security Instrument. All of the foregoing shall be referred to as the Secured Indebtedness. Borrower shall promptly pay when due the principal and interest on the Secured Indebtedness, and any late charges and other loan charges that may become due under the terms of the Secured Indebtedness.

**Applicable Law.** As used in this Security Instrument, the term "Applicable Law" shall mean all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

**Application of Payments.** Unless Applicable Law provides otherwise, all payments received by Lender shall be applied: first, to any prepayment charges due under the Secured Indebtedness; second, to interest due; third, to principal due; and last, to any late charges due under the Secured Indebtedness.

**Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any.



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Borrower shall pay these obligations on time and directly to the person owed payment. At the request of Lender, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with section titled **Protection of Lender's Rights in the Property**.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if, in Lender's sole discretion, the restoration or repair is economically feasible and Lender's security is not lessened. If, in Lender's sole discretion, the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within the number of days prescribed by Applicable Law as set forth in a notice from Lender to Borrower that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The period of time for Borrower to answer as set forth in the notice will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in the section titled **Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges** or change the amount of the payments. If under the section titled **Acceleration; Remedies**, the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Secured Indebtedness. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.



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**Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this section, Lender does not have to do so.

Any amounts disbursed by Lender under this section shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate specified in the Secured Indebtedness and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or Applicable Law.

**Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless Applicable Law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within the minimum number of days established by Applicable Law after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.



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Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in the section titled **Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges** or change the amount of such payments.

**Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**Successors and Assigns Bound; Joint and Several Liability; Accommodation Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of section titled **Transfer of the Property or a Beneficial Interest in Borrower**. Borrower's covenants and agreements shall be joint and several. Any person who co-signs this Security Instrument but has no personal liability under the Secured Indebtedness ("Accommodation Signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey that Accommodation Signer's interest in the Property under the terms of the Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Secured Indebtedness without that Accommodation Signer's consent.

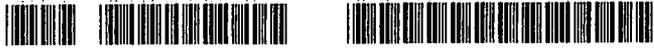
**Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Secured Indebtedness or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Secured Indebtedness.

**Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless Applicable Law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Borrower agrees to provide Lender with Borrower's most current mailing address, as it may change from time-to-time. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**Governing Law; Severability.** This Security Instrument shall be governed by federal law and the laws of the state of Mississippi. In the event that any provision or clause of this Security Instrument or the Secured Indebtedness conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Secured Indebtedness which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Secured Indebtedness are declared to be severable.

**Borrower's Copy.** Borrower shall be given one copy of this Security Instrument.

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) unless the Secured Indebtedness is assumable, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. If the Secured Indebtedness shows that Borrower's loan is assumable, Borrower must obtain Lender's written permission for an



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assumption and follow any other requirements of Lender related to an assumption. If Borrower does not do so, Lender may require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than the minimum number of days established by Applicable Law from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**Sale of Secured Indebtedness Change of Loan Servicer.** The Secured Indebtedness or a partial interest in the Secured Indebtedness (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects periodic payments due under the Secured Indebtedness and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Secured Indebtedness. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with the section titled Notices and Applicable Law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by Applicable Law.

**Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the state of Mississippi that relate to health, safety or environmental protection.

**Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under the section titled Transfer of the Property or a Beneficial Interest in Borrower, unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than the minimum number of days established by Applicable Law from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. To the extent permitted by law, the notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. To the extent permitted by law, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give Borrower, in the manner provided in the section titled Notices, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public



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advertisement for the time and in the manner prescribed by Applicable Law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in Leflore County as Trustee designates in the notice of sale in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. If Trustee is requested to cancel this Security Instrument, all notes evidencing debt secured by this Security Instrument shall be surrendered to Trustee. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

Oral Agreements Disclaimer. This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Additional Provisions. This deed of trust represents renewal, refinancing and/or additional advances pursuant to the prior deed of trust filed for the record on June 4, 2008, in Book 685 at Page 349 of the records maintained by the Chancery Clerk of Leflore County.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in all pages of this Security Instrument and in any Rider executed by Borrower and recorded with it.

<u>Julian Walls</u>	Date	7-16-13
Julian Walls		
<u>Brenda Walls</u>	Date	7-16-13
Brenda Walls		
Homestead Rights		



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INDIVIDUAL ACKNOWLEDGMENT

STATE OF MISSISSIPPI )  
COUNTY OF Leflore )

Personally appeared before me, the undersigned authority in and for the said county and state, on this 7/14/13 within my jurisdiction, the within named Julian Walls and Brenda Walls who acknowledged that they executed the above and foregoing instrument.

My commission expires: 6-20-16

*[Signature]*

Identification Number

(Affix official seal, if applicable)



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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 24 2013 09:52:00AM  
In *Deed of Trust*  
Book 0763 Page 310  
Sam Abraham, Chancery Clerk  
By: *Sam Kelly* D.C.



\*\*\*\*\*034007232013\*

WHEN RECORDED MAIL TO: Planters Bank & Trust Company, Greenwood Branch, 915 Medallion Dr.,  
Greenwood, MS 38930, Tel. (662) 453-1812

This Deed of Trust prepared by: JIM QUINN, Planters Bank & Trust Company, 915 Medallion Dr.,  
Greenwood, MS 38930, (662) 453-1812

INDEXING INSTRUCTIONS: LOT TWENTY-SIX (26) OF THE GREENWOOD HOMES ADDITION TO THE  
CITY OF GREENWOOD, LEFLORE COUNTY, MISSISSIPPI.

FOR RECORDER'S USE ONLY

DEED OF TRUST

GRANTOR: Bradley Marketing Llc, P O Box 867, Greenwood, MS 38930, Tel. (662) 453-7441

LENDER / BENEFICIARY: Planters Bank & Trust Company, Greenwood Branch, 915 Medallion Dr.,  
Greenwood, MS 38930, Tel. (662) 453-1812

TRUSTEE: W. Dean Belk, 200 Second St, Indianola, MS 38751, Tel. (662) 887-3312

THIS DEED OF TRUST is dated July 23, 2013, among Bradley Marketing Llc, whose address is P O Box 867, Greenwood, MS 38930 ("Grantor"); Planters Bank & Trust Company (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and W. Dean Belk (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary, with power of sale, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in LEFLORE County, State of Mississippi:

See EXHIBIT A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 350 WEST ADAMS, GREENWOOD, MS 38930.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

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**DEED OF TRUST  
(Continued)**

Page 2

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written

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consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Mississippi law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the

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Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain

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proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

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**FULL PERFORMANCE.** If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right

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to declare a default and exercise its remedies.

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**Sale of Property.** Grantor waives the provisions of Section 89-1-55, Mississippi Code of 1972, as amended, and any successor provisions, as far as said Section restricts the right of Trustee to offer at sale more than one hundred and sixty acres at a time, and Trustee may offer the Property as a whole or in part and in such order as the Trustee may deem best, regardless of the manner in which it may be described.

**Foreclosure.** With respect to all or any part of the Real Property, the Trustee shall, at the request of Lender, sell the Real Property after giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972, as amended, and any successor provisions, and execute a deed to the purchaser of the Real Property. Out of the proceeds arising from the sale, the costs and expenses of executing this Deed of Trust, including a reasonable Trustee's fee and the attorneys' fees prescribed in the Note or in this Deed of Trust, shall first be paid; next the amount of the Indebtedness then remaining unpaid shall be paid; and, lastly, any balance remaining shall be paid to Grantor or to Grantor's representatives agents or assigns.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or

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injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of LEFLORE County, State of Mississippi. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**NOTICES.** Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the

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**DEED OF TRUST  
(Continued)**

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extent not preempted by federal law, the laws of the State of Mississippi without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Mississippi.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waive Jury.** All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Mississippi as to all Indebtedness secured by this Deed of Trust.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Beneficiary.** The word "Beneficiary" means Planters Bank & Trust Company, and its successors and assigns.

**Borrower.** The word "Borrower" means Bradley Marketing Llc and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Default.** The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

**Environmental Laws:** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Grantor.** The word "Grantor" means Bradley Marketing Llc.

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**DEED OF TRUST  
(Continued)**

Page 10

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

**Lender.** The word "Lender" means Planters Bank & Trust Company, its successors and assigns.

**Note.** The word "Note" means the promissory note dated July 23, 2013, in the original principal amount of \$30,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is July 23, 2018.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

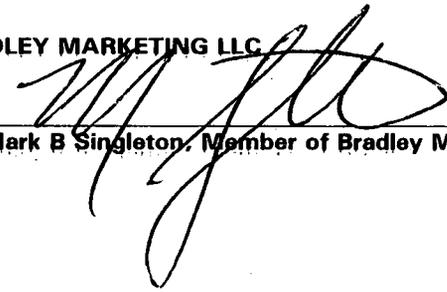
**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "Trustee" means W. Dean Belk, whose address is 200 Second St, Indianola, MS 38751 and any substitute or successor trustees.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.**

**GRANTOR:**

**BRADLEY MARKETING LLC**

By: 

Mark B Singleton, Member of Bradley Marketing Llc

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DEED OF TRUST  
(Continued)

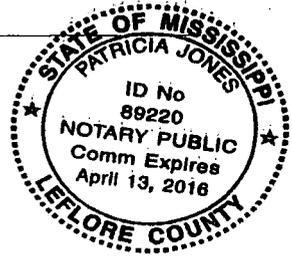
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Mississippi )  
 )  
 ) SS  
COUNTY OF Leflore )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 23<sup>rd</sup> day of July, 20 13, within my jurisdiction, the within named **Mark B Singleton**, Member of **Bradley Marketing Llc**, a Mississippi limited liability company, and acknowledged that for and on behalf of the said limited liability company, and as its act and deed, he or she signed, executed and delivered the above and foregoing Deed of Trust for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said limited liability company so to do.

*Patricia Jones*  
NOTARY PUBLIC

My Commission Expires:  
April 13, 2016



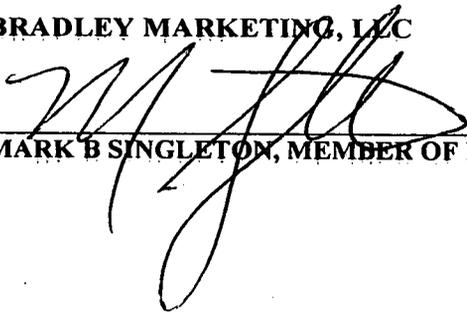
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**EXHIBIT A**

Lot Twenty-Six (26) of the Greenwood Homes Addition to the City of Greenwood, Leflore County, Mississippi, as shown by map of said Addition recorded in Plat Book 1, Page 33 of the Map Records on file in the Office of the Chancery in Leflore County, Mississippi

**SIGNED FOR IDENTIFICATION:**

**BRADLEY MARKETING, LLC**



**MARK B SINGLETON, MEMBER OF BRADLEY MARKETING LLC**

7/23/13  
Date

01/06/2018 07:11 FAX

002/002

322 FIRST TOWER LOAN, LLC, D/B/A  
TOWER LOAN OF GREENWOOD

TO ESTER B. JORDAN

State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 24 2013 11:22:00AM  
In Deed of Trust  
Book 0763 Page 322  
Sam Abraham, Chancery Clerk  
By: Diane Kelly D.C.

Prepared by:  
John E. Tucker  
P.O. Box 320001  
Flowood, MS 39232  
(601) 992-0936

Grantor:  
Ester B. Jordan  
490 CR 138  
Itta Bena, MS 38941  
Phone: 662-254-6857

Return to:  
Tower Loan of Greenwood  
108 Hwy 7  
Greenwood MS 38930  
Phone: 662-453-9790

**FIRST TOWER LOAN, LLC**  
**AUTHORITY TO CANCEL DEED OF TRUST**

TO THE CHANCERY CLERK OF Leflore COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction of and cancel the following Deed(s) of Trust  
executed by Ester B. Jordan  
to First Tower Loan, LLC, d/b/a Tower Loan of Greenwood  
and recorded in:

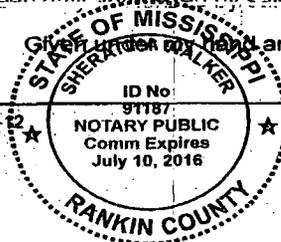
INSTRUMENT NO.	BOOK	PAGE
	<u>651</u>	<u>585</u>

INDEXING INSTRUCTIONS Part of lots 5 and 6, Greer College Subdivision,  
Leflore Co. MS, as shown by the map of said subdivision recorded in  
Plat Book 4 Page 21 of the record of Deeds of SA Leflore Co. MS  
of the Record of Deeds or Deeds of Trust in your office.

This 23rd day of July, 20 13  
John E. Tucker  
John E. Tucker, Vice President

STATE OF MISSISSIPPI  
County of Rankin

Personally appeared before me, the undersigned authority in and for the said county and state, on this 23rd  
day of July, 20 13, within my jurisdiction, the within named John E. Tucker, who acknowledged to me  
that he is a Vice President of First Tower Loan, LLC, and that for and on behalf of said limited liability company,  
and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after  
first having been duly authorized by said limited liability company so to do.



and official seal, this 23rd day of July, A.D. 20 13  
Sherata Walker  
Notary Public

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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 24 2013 11:30:00AM  
In *Deed of Trust*  
Book 0763 Page 323  
Sam Abraham, Chancery Clerk  
By: *Diane Kelly* D.C.

## Deed of Trust

## Prepared By:

Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

## Grantor Information:

Michael G. Harris, II & Allison S. Harris  
101 East President Ave  
Greenwood, MS 38930  
Ph: 662-816-6560

## Borrower Information:

Micheal G. Harris, II & Allison S. Harris  
101 East President Ave  
Greenwood, MS 38930  
Ph: 662-816-6560

## Beneficiary Information:

Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

## Return to:

Bank of Commerce  
P O Box 546  
Greenwood, Ms 38935-0546  
662-453-4142

## Grantee Information:

Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

## Trustee Information:

Terry W Green  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

## Other Party to Instrument:

Indexing Instructions: This property should be indexed as Lots 5 and 6 in Block 34 of the Boulevard Addition, City of Greenwood, Leflore County, Mississippi.

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THIS INSTRUMENT PREPARED BY:  
Bank of Commerce  
P.O. Box 546  
310 Howard Street  
Greenwood, MS 38935-0546  
(662)453-4142

AFTER RECORDING RETURN TO:  
Bank of Commerce  
P.O. Box 546  
310 Howard Street  
Greenwood, MS 38935-0546

(Space Above This Line For Recording Data)

LOAN NUMBER: 74354

**DEED OF TRUST**  
**THIS DEED OF TRUST CONTAINS A FUTURE ADVANCE CLAUSE**

THIS DEED OF TRUST ("Security Instrument") is made on July 18, 2013. The grantors are MICHAEL G HARRIS II and ALLISON S HARRIS, a married couple, whose address is 101 EAST PRESIDENT AVE, GREENWOOD, Mississippi 38930 ("Borrower"). Borrower is not necessarily the same as the Person or Persons who sign the Note. The obligations of Borrowers who did not sign the Note are explained further in the section titled **Successors and Assigns Bound; Joint and Several Liability; Accommodation Signers**. The trustee is Terry W. Green - Bank of Commerce whose address is P.O. Box 546, 310 Howard Street, Greenwood, Mississippi 38935-0546 ("Trustee"). The beneficiary is Bank of Commerce, which is organized and existing under the laws of the State of Mississippi and whose address is 310 Howard Street, Greenwood, Mississippi 38935 ("Lender"). MICHAEL G HARRIS II and ALLISON S HARRIS owe Lender a principal sum of money evidenced by a note, consumer loan agreement, or similar writing dated the same date as this Security Instrument (the "Note"), which provides for periodic payments ("Periodic Payments"), with the full debt, if not paid earlier, due on July 17, 2018. The note, consumer loan agreement, or similar writing, and any future debt or obligation of Borrower to Lender as set forth in the Section titled **Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges** below (the "Secured Indebtedness"), is secured by this Security Instrument in an amount not to exceed a **MAXIMUM PRINCIPAL AMOUNT** of Four Hundred Forty Thousand and 00/100 Dollars (U.S. \$440,000.00). This Maximum Principal Amount does not include interest or other fees and charges made pursuant to this Security Instrument, nor does it include advances made under the terms of the Security Instrument to protect Lender's security or to perform any of the covenants contained herein. This Security Instrument secures to Lender the repayment of the Secured Indebtedness, and the performance of Borrower's covenants and agreements under this Security Instrument and the Secured Indebtedness. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, including future advances, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced to protect the security of this Security Instrument under the provisions of the section titled



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**Protection of Lender's Rights in the Property;** and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants, conveys, warrants, bargains, sells, transfers, pledges and assigns to Trustee, in trust, with power of sale, the following described property located in the County of Leflore, State of Mississippi:

Address: 101 EAST PRESIDENT AVE, GREENWOOD, Mississippi 38930

Legal Description: See Attached Exhibit "A"

**Indexing Instructions: This property should be indexed as Lots 5 and 6 in Block 34 of the Boulevard Addition, City of Greenwood, Leflore County, Mississippi.**

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

**Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges.** This Security Instrument secures to Lender the repayment of Borrower's Note, Consumer Loan Agreement, Guaranty, or similar writing executed by Borrower to Lender, more particularly described as:

- Loan number 73454 with a principal amount of \$440,000.00

and all renewals, extensions, modifications and substitutions thereof. This Security Instrument also secures: all future advances of funds from Lender to Borrower as evidenced by any promissory note, consumer loan agreement, or similar writing that may hereafter be executed by Borrower to Lender; all future obligations of Borrower to Lender; all future obligations of Borrower to Lender that may be evidenced by any contract, guaranty, or other evidence of debt hereafter executed by Borrower, and if more than one Borrower/Mortgagor has executed this Security Instrument, any one of them, in favor of Lender; and all additional funds that may be advanced by Lender to protect Lender's security interest in the property, as provided under paragraph titled Protection of Lender's Rights in the Property of this Security Instrument. All of the foregoing shall be referred to as the Secured Indebtedness. Borrower shall promptly pay when due the principal and interest on the Secured Indebtedness, and any late charges and other loan charges that may become due under the terms of the Secured Indebtedness.

**Applicable Law.** As used in this Security Instrument, the term "Applicable Law" shall mean all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

**Application of Payments.** Unless Applicable Law provides otherwise, all payments received by Lender shall be applied: first, to any prepayment charges due under the Secured Indebtedness; second, to interest due; third, to principal due; and last, to any late charges due under the Secured Indebtedness.

**Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations on time and directly to the person owed payment. At the request of Lender, Borrower shall promptly furnish to Lender receipts evidencing the payments.



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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with section titled **Protection of Lender's Rights in the Property**.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if, in Lender's sole discretion, the restoration or repair is economically feasible and Lender's security is not lessened. If, in Lender's sole discretion, the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within the number of days prescribed by Applicable Law as set forth in a notice from Lender to Borrower that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The period of time for Borrower to answer as set forth in the notice will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in the section titled **Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges** or change the amount of the payments. If under the section titled **Acceleration; Remedies**, the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Secured Indebtedness. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or



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regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this section, Lender does not have to do so.

Any amounts disbursed by Lender under this section shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate specified in the Secured Indebtedness and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or Applicable Law.

**Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless Applicable Law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within the minimum number of days established by Applicable Law after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in the section titled **Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges** or change the amount of such payments.



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**Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**Successors and Assigns Bound; Joint and Several Liability; Accommodation Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of section titled **Transfer of the Property or a Beneficial Interest in Borrower**. Borrower's covenants and agreements shall be joint and several. Any person who co-signs this Security Instrument but has no personal liability under the Secured Indebtedness ("Accommodation Signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey that Accommodation Signer's interest in the Property under the terms of the Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Secured Indebtedness without that Accommodation Signer's consent.

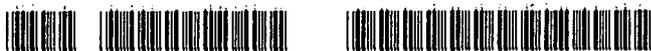
**Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Secured Indebtedness or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Secured Indebtedness.

**Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless Applicable Law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Borrower agrees to provide Lender with Borrower's most current mailing address, as it may change from time-to-time. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**Governing Law; Severability.** This Security Instrument shall be governed by federal law and the laws of the state of Mississippi. In the event that any provision or clause of this Security Instrument or the Secured Indebtedness conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Secured Indebtedness which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Secured Indebtedness are declared to be severable.

**Borrower's Copy.** Borrower shall be given one copy of this Security Instrument.

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) unless the Secured Indebtedness is assumable, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. If the Secured Indebtedness shows that Borrower's loan is assumable, Borrower must obtain Lender's written permission for an assumption and follow any other requirements of Lender related to an assumption. If Borrower does not do so, Lender may require immediate payment in full of all sums secured by this Security Instrument.



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If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than the minimum number of days established by Applicable Law from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**Sale of Secured Indebtedness Change of Loan Servicer.** The Secured Indebtedness or a partial interest in the Secured Indebtedness (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects periodic payments due under the Secured Indebtedness and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Secured Indebtedness. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with the section titled Notices and Applicable Law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by Applicable Law.

**Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the state of Mississippi that relate to health, safety or environmental protection.

**Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under the section titled Transfer of the Property or a Beneficial Interest in Borrower, unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than the minimum number of days established by Applicable Law from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. To the extent permitted by law, the notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. To the extent permitted by law, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give Borrower, in the manner provided in the section titled Notices, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by Applicable Law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in



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Leflore County as Trustee designates in the notice of sale in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. If Trustee is requested to cancel this Security Instrument, all notes evidencing debt secured by this Security Instrument shall be surrendered to Trustee. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

Oral Agreements Disclaimer. This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Additional Provisions. This Deed of Trust represents renewal, refinancing and/or additional advances pursuant to the prior deed of trust filed for the record on February 1, 2013 in Book 0754 at Page 234 in the records maintained by the Chancery Clerk of Leflore County, MS.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in all pages of this Security Instrument and in any Rider executed by Borrower and recorded with it.

Michael G Harris II 7-18-13 Allison S Harris 7-18-13  
MICHAEL G HARRIS II Date ALLISON S HARRIS Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MISSISSIPPI )  
COUNTY OF Leflore )

Personally appeared before me, the undersigned authority in and for the said county and state, on this 7-19-13 within my jurisdiction, the within named MICHAEL G HARRIS II and ALLISON S HARRIS, a married couple, who acknowledged that they executed the above and foregoing instrument.

My commission expires: April 15, 2016

Carli Pruett

Identification Number

(Affix official seal, if applicable)



EXHIBIT "A"

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Lots Five (5) and Six (6) in Block 34 of the Boulevard Addition to North Greenwood as shown by map of said addition recorded in Book 2, Page 19 of the Map Records of said County and State less and except the following two described tracts of land and a strip of land ten (10) feet wide along the east side thereof, to-wit:

**LESS AND EXCEPT: TRACT 1**

Begin at the southwest corner of Lot Five (5) in Block 34 of the Boulevard Addition to North Greenwood, Leflore County, Mississippi as shown by map of said addition now in the Map Records of said County and run thence easterly along the south side of said lot the distance of 120 feet to a stake for a point of beginning; run thence northerly parallel with the west side of said block the distance of 125 feet to a stake; run thence easterly and parallel with the south side of said block the distance of 80 feet to a stake; run thence southerly and parallel with the west side of said block the distance of 125 feet to the south side of said lot; run thence westerly along the south side of said Lot Five (5) which is the south side of said block the distance of 80 feet to the point of beginning.

**LESS AND EXCEPT: TRACT 2**

Begin at the northeast corner of said Lot Six (6) as shown by map of said Boulevard Addition recorded in Plat Book number 2 at Page 19 of the Records of Maps in the office of the Chancery Clerk of said County; thence run in a westerly direction along the northern boundary of said Lot Six (6) for a distance of ten (10) feet to the point of beginning; thence continue in a westerly direction along said boundary line for a distance of 81 feet to a point in said boundary line; run thence in a southerly direction and parallel to the eastern boundary line of said Lot Six (6) for the distance of 75 feet to a point in said Lot Six (6); run thence in an easterly direction and parallel to the northern boundary line of said Lot Six (6) for a distance of 81 feet to a point in said Lot Six (6); and run thence in a northerly direction and parallel to the eastern boundary line of said Lot Six (6) to the point of beginning.

**AND ALSO**

All of the rights, title and interest of the Grantors in and to a certain artesian well near the boundary line of Lots Six (6) and Seven (7) in the aforesaid block acquired in a certain contract between S.F. Jones and Mrs. E.J. Harding recorded in Book 50 at Page 43 of the Land Deed Records of said County and State.

**AND ALSO**

That certain lot or parcel of land situated in Lot Five (5) and Lot Six (6) of Block Thirty-four (34) of the Boulevard Addition to North Greenwood in the City of Greenwood, Leflore County, Mississippi, described by metes and bounds as follows, to-wit:

To find the point of beginning of the said lot or parcel of land, commence at the Northeast corner of said Lot Six (6) as shown by map of said Boulevard Addition, recorded in Plat Book No. 2 at Page 19 of the Records of Maps in the Office of the Chancery Clerk of said County, thence run in a westerly direction along the northern boundary of said Lot Six (6) for a distance of Ten (10) feet to the point of beginning; thence continue in a westerly direction along said boundary line for a distance of Eighty-one (81) feet to a point in said boundary line; run thence in a southerly direction and parallel to the eastern boundary line of said Lot Six (6) for the distance of Seventy-five (75) feet to a point in said Lot Six (6); run thence in an easterly direction and parallel to the northern boundary line of said Lot Six (6) for a distance of Eighty-one (81) feet to a point in said Lot Six (6); and run thence in a northerly direction and parallel to the eastern boundary line of said Lot Six (6) to the point of beginning; and,

Ten (10) feet off the east side of Lot Five (5) and Lot Six (6) of said Block Thirty-four (34) of said Boulevard Addition to North Greenwood in the City of Greenwood, Leflore County, Mississippi, as shown by map of said addition recorded in Plat Book 2, at Page 19, of the Records of Maps of Leflore County, Mississippi.

**INDEXING INSTRUCTIONS:** *This property should be indexed as Lots 5 and 6 in Block 34 of the Boulevard Addition, City of Greenwood, Leflore County, MS.*

SIGNED FOR IDENTIFICATION:

July 18, 2013

Mrs. Michael G. Harris, II  
Allison S. Harris  
Allison S. Harris

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STATE BANK & TRUST COMPANY TO PAULINE WHITE

State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 24 2013 11:30:00AM  
In Deed of Trust  
Book 0763 Page 332  
Sam Abraham, Chancery Clerk  
By: Diana Kelly D.C.

Document Prepared by:  
State Bank & Trust Company  
500 West Park Avenue  
Greenwood, MS 38930  
Phone: (662) 455-3621

**AUTHORITY TO CANCEL**

TO THE CHANCERY CLERK OF Leflore COUNTY, MISSISSIPPI.

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain deed of trust executed by Pauline White

to STATE BANK & TRUST COMPANY, and recorded in Book 552 Page No. 12  
of the Records of Deed(s) in your office. Book \_\_\_\_\_ Page No. \_\_\_\_\_  
Book \_\_\_\_\_ Page No. \_\_\_\_\_

This 22nd day of July 20 13  
REFERENCE LOAN NUMBER 406900

STATE BANK & TRUST  
COMPANY BY: [Signature]  
Perry Yeoman  
PRINTED NAME

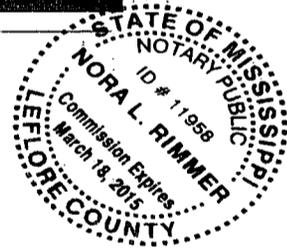
**INDEX:**

STATE OF: Mississippi  
COUNTY OF: Leflore

Personally appeared before me, the undersigned authority in and for said County and State, Perry Yeoman, who acknowledged that as Senior Vice President of the State Bank & Trust Company, a corporation, he signed, sealed and delivered the foregoing instrument for and on behalf of the said corporation by authority of its Board of Directors.

Given under my hand and official seal this 22nd day of July 20 13

[Signature]  
Notary Public



STATE BANK & TRUST COMPANY TO PAULINE H. WHITE

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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 24 2013 11:30:00AM  
In Deed of Trust  
Book 0763 Page 333  
Sam Abraham, Chancery Clerk  
By: Diane Kelly D.C.

Document Prepared by:  
State Bank & Trust Company  
500 West Park Avenue  
Greenwood, MS 38930  
Phone: (662) 455-3621

**AUTHORITY TO CANCEL**

TO THE CHANCERY CLERK OF Leflore COUNTY, MISSISSIPPI.

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain deed of trust executed by Pauline H. White

to STATE BANK & TRUST COMPANY, and recorded in Book 592 Page No. 110  
of the Records of Deed(s) in your office. Book 688 Page No. 184  
Book \_\_\_\_\_ Page No. \_\_\_\_\_  
Book \_\_\_\_\_ Page No. \_\_\_\_\_  
Book \_\_\_\_\_ Page No. \_\_\_\_\_  
Book \_\_\_\_\_ Page No. \_\_\_\_\_

This 22nd day of July 20 13  
REFERENCE LOAN NUMBER 406900

STATE BANK & TRUST COMPANY BY: [Signature]  
Perry Yeoman  
PRINTED NAME

**INDEX:**

STATE OF MISSISSIPPI  
NOTARY PUBLIC  
NORA L. RIMMER  
ID # 11958  
Commission Expires March 18, 2015  
LEFLORE COUNTY

STATE OF: Mississippi  
COUNTY OF: Leflore

Personally appeared before me, the undersigned authority in and for said County and State, Perry Yeoman, who acknowledged that as Senior Vice President of the State Bank & Trust Company, a corporation, he signed, sealed and delivered the foregoing instrument for and on behalf of the said corporation by authority of its Board of Directors.

Given under my hand and official seal this 22nd day of July 20 13  
[Signature]  
Notary Public

State Bank & Trust Company operates as SB&T Bank in Alabama

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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 24 2013 11:30:00AM  
In *Deed of Trust*  
Book 0763 Page 334  
Sam Abraham, Chancery Clerk  
By: *Diana Kelly* D.C.

Deed of Trust

Prepared by:  
Bank of Commerce  
310 Howard Street  
Greenwood, MS 38930  
662-453-4142

Grantor Information:  
Michael Stigler & Treva Adams Stigler  
308 6<sup>th</sup> Street  
Greenwood, MS 38930  
662-299-2883

Borrower Information:  
Michael Stigler & Treva Adams Stigler  
308 6<sup>th</sup> Street  
Greenwood, MS 38930  
662-299-2883

Beneficiary Information:  
Bank of Commerce  
310 Howard Street  
Greenwood, MS 38930  
662-453-4142

Indexing Instructions: This property should be indexed as Lot 166, Lakeview No. 4 Addn.,  
Leflore County, MS.

Return to:  
Bank of Commerce  
P. O. Box 546  
Greenwood, MS 38935  
662-453-4142

Grantee Information:  
Bank of Commerce  
310 Howard Street  
Greenwood, MS 38930  
662-453-4142

Trustee Information:  
Terry W Green  
310 Howard Street  
Greenwood, MS 38930  
662-453-4142

Other Party to Instrument:  
Name:  
Physical Address:  
Street  
City, State, Zip

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THIS INSTRUMENT PREPARED BY:  
Bank of Commerce  
P.O. Box 546  
310 Howard Street  
Greenwood, MS 35935-0546  
(662)453-8060

AFTER RECORDING RETURN TO:  
Bank of Commerce  
P.O. Box 546  
310 Howard Street  
Greenwood, MS 38935-0546

(Space Above This Line For Recording Data)

LOAN NUMBER: 74421

**DEED OF TRUST**  
**THIS DEED OF TRUST CONTAINS A FUTURE ADVANCE CLAUSE**

THIS DEED OF TRUST ("Security Instrument") is made on July 22, 2013. The grantors are Michael Stigler and Treva Adams Stigler, whose address is 308 6th Street, Greenwood, Mississippi 38930 ("Borrower"). Borrower is not necessarily the same as the Person or Persons who sign the Note. The obligations of Borrowers who did not sign the Note are explained further in the section titled **Successors and Assigns Bound; Joint and Several Liability; Accommodation Signers**. The trustee is Terry W. Green - Bank of Commerce whose address is P.O. Box 546, 310 Howard Street, Greenwood, Mississippi 38935-0546 ("Trustee"). The beneficiary is Bank of Commerce, which is organized and existing under the laws of the State of Mississippi and whose address is 815 West Park Avenue, Greenwood, Mississippi 38930 ("Lender"). Michael Stigler and Treva Adams Stigler owe Lender a principal sum of money evidenced by a note, consumer loan agreement, or similar writing dated the same date as this Security Instrument (the "Note"), which provides for monthly payments ("Periodic Payments"), with the full debt, if not paid earlier, due on July 22, 2014. The note, consumer loan agreement, or similar writing, and any future debt or obligation of Borrower to Lender as set forth in the Section titled **Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges** below (the "Secured Indebtedness"), is secured by this Security Instrument in an amount not to exceed a **MAXIMUM PRINCIPAL AMOUNT** of One Hundred Forty-eight Thousand Five Hundred and 00/100 Dollars (U.S. \$148,500.00). This Maximum Principal Amount does not include interest or other fees and charges made pursuant to this Security Instrument, nor does it include advances made under the terms of the Security Instrument to protect Lender's security or to perform any of the covenants contained herein. This Security Instrument secures to Lender the repayment of the Secured Indebtedness, and the performance of Borrower's covenants and agreements under this Security Instrument and the Secured Indebtedness. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, including future advances, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced to protect the security of this Security Instrument under the provisions of the section titled **Protection of Lender's Rights in the Property**; and



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(c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants, conveys, warrants, bargains, sells, transfers, pledges and assigns to Trustee, in trust, with power of sale, the following described property located in the County of Leflore, State of Mississippi:

Address: 103 Wren Dr., Greenwood, Mississippi 38930

Legal Description: Lot 166, Lakeview Number 4 Addition, Leflore County, Mississippi

**Indexing Instructions:** This property should be indexed as Lot 166, Lakeview No. 4 Addn., Leflore County, MS.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

**Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges.** This Security Instrument secures to Lender the repayment of Borrower's Note, Consumer Loan Agreement, Guaranty, or similar writing executed by Borrower to Lender, more particularly described as:

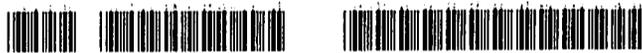
- Loan number 74421 with a principal amount of \$148,500.00

and all renewals, extensions, modifications and substitutions thereof. This Security Instrument also secures: all future advances of funds from Lender to Borrower as evidenced by any promissory note, consumer loan agreement, or similar writing that may hereafter be executed by Borrower to Lender; all future obligations of Borrower to Lender; all future obligations of Borrower to Lender that may be evidenced by any contract, guaranty, or other evidence of debt hereafter executed by Borrower, and if more than one Borrower/Mortgagor has executed this Security Instrument, any one of them, in favor of Lender; and all additional funds that may be advanced by Lender to protect Lender's security interest in the property, as provided under paragraph titled Protection of Lender's Rights in the Property of this Security Instrument. All of the foregoing shall be referred to as the Secured Indebtedness. Borrower shall promptly pay when due the principal and interest on the Secured Indebtedness, and any late charges and other loan charges that may become due under the terms of the Secured Indebtedness.

**Applicable Law.** As used in this Security Instrument, the term "Applicable Law" shall mean all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

**Application of Payments.** Unless Applicable Law provides otherwise, all payments received by Lender shall be applied: first, to any prepayment charges due under the Secured Indebtedness; second, to interest due; third, to principal due; and last, to any late charges due under the Secured Indebtedness.

**Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations on time and directly to the person owed payment. At the request of Lender, Borrower shall promptly furnish to Lender receipts evidencing the payments.



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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with section titled **Protection of Lender's Rights in the Property**.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if, in Lender's sole discretion, the restoration or repair is economically feasible and Lender's security is not lessened. If, in Lender's sole discretion, the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within the number of days prescribed by Applicable Law as set forth in a notice from Lender to Borrower that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The period of time for Borrower to answer as set forth in the notice will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in the section titled **Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges** or change the amount of the payments. If under the section titled **Acceleration; Remedies**, the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Secured Indebtedness. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or



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regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this section, Lender does not have to do so.

Any amounts disbursed by Lender under this section shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate specified in the Secured Indebtedness and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or Applicable Law.

**Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless Applicable Law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within the minimum number of days established by Applicable Law after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in the section titled **Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges** or change the amount of such payments.



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**Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument, by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**Successors and Assigns Bound; Joint and Several Liability; Accommodation Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of section titled **Transfer of the Property or a Beneficial Interest in Borrower.** Borrower's covenants and agreements shall be joint and several. Any person who co-signs this Security Instrument but has no personal liability under the Secured Indebtedness ("Accommodation Signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey that Accommodation Signer's interest in the Property under the terms of the Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Secured Indebtedness without that Accommodation Signer's consent.

**Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Secured Indebtedness or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Secured Indebtedness.

**Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless Applicable Law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Borrower agrees to provide Lender with Borrower's most current mailing address, as it may change from time-to-time. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**Governing Law; Severability.** This Security Instrument shall be governed by federal law and the laws of the state of Mississippi. In the event that any provision or clause of this Security Instrument or the Secured Indebtedness conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Secured Indebtedness which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Secured Indebtedness are declared to be severable.

**Borrower's Copy.** Borrower shall be given one copy of this Security Instrument.

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) unless the Secured Indebtedness is assumable, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. If the Secured Indebtedness shows that Borrower's loan is assumable, Borrower must obtain Lender's written permission for an assumption and follow any other requirements of Lender related to an assumption. If Borrower does not do so, Lender may require immediate payment in full of all sums secured by this Security Instrument.



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If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than the minimum number of days established by Applicable Law from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**Sale of Secured Indebtedness Change of Loan Servicer.** The Secured Indebtedness or a partial interest in the Secured Indebtedness (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects periodic payments due under the Secured Indebtedness and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Secured Indebtedness. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with the section titled Notices and Applicable Law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by Applicable Law.

**Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the state of Mississippi that relate to health, safety or environmental protection.

**Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under the section titled Transfer of the Property or a Beneficial Interest in Borrower, unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than the minimum number of days established by Applicable Law from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. To the extent permitted by law, the notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. To the extent permitted by law, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give Borrower, in the manner provided in the section titled Notices, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by Applicable Law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in



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Leflore County as Trustee designates in the notice of sale in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. If Trustee is requested to cancel this Security Instrument, all notes evidencing debt secured by this Security Instrument shall be surrendered to Trustee. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

Oral Agreements Disclaimer. This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Construction Fixtures. This Security Instrument shall constitute a security agreement as defined in the Uniform Commercial Code (the "Code"), and Borrower hereby grants to Lender a security interest within the meaning of the Code in favor of Lender in all of Borrower's now owned and hereafter acquired goods, building materials, supplies, inventory, equipment, accounts, contract rights, instruments, documents, chattel paper, general intangibles and personal property located at, upon or in any way related to the construction of improvements or the development or use of the Property. Lender shall have all of the rights and remedies provided by the Code, including the right to file any financing statements required under the Code and the right to proceed under the Code provisions governing default as to any personal property separately from the real estate included herein, or to proceed as to all of the property included in the Property in accordance with its rights and remedies in respect of said real estate.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in all pages of this Security Instrument and in any Rider executed by Borrower and recorded with it.

<u>Michael Stigler</u>	<u>7/27/13</u>	<u>Treva Adams Stigler</u>	<u>7/27/2013</u>
Michael Stigler	Date	Treva Adams Stigler AKA Treva Adams	Date



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INDIVIDUAL ACKNOWLEDGMENT

STATE OF MISSISSIPPI )  
COUNTY OF *Leflore* )

Personally appeared before me, the undersigned authority in and for the said county and state, on this *7/22/13* within my jurisdiction, the within named Michael Stigler and Treva Adams Stigler, who acknowledged that they executed the above and foregoing instrument.

My commission expires: *6-20-16*

*[Signature]*

Identification Number

(Affix seal of Notary Public if available)



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State of Mississippi  
 County of Leflore  
 I certify this document was filed  
 and recorded  
 JULY 25 2013 12:10:00PM  
 In *Deed of Trust*  
 Book 0763 Page 343  
 Sam Abraham, Chancery Clerk  
 By: *Samantha Kelly* D.C.

**DUNN BROTHERS LAND COMPANY, LLC TO FIRST SOUTH FARM CREDIT, ACA**

Prepared By / Return To:  
**First South Farm Credit, ACA**  
**Keith Fulton**  
**103 Professional Plaza**  
**Greenwood**  
**(662)453-1392**

**MS 38935-8170**

Indexing Instructions:  
**Part of Lots 6, 7, and 12, in Section 35, T19N,**  
**R1W; and Part of Section 36, T19N, R1W; all in**  
**Leflore County, Mississippi:**

Attorney's Bar Number:

**DEED OF TRUST**

This mortgage is filed as and shall constitute a fixture filing in accordance with the provisions of section 75-9-502 of the Mississippi Code.

THIS DEED OF TRUST, made and entered into this 23rd day of July, 2013, by and among **Dunn Brothers Land Company, LLC** whose address is **9337 CR 142 Itta Bena, MS 38941 (662)-453-5768** hereinafter "Grantor"; **Mark T Davis 190 East Capitol Street, Suite 800 Jackson MS 39201 (601)949-4900** hereinafter "Trustee"; and **First South Farm Credit, ACA** whose address is **103 Professional Plaza PO Box 8170 Greenwood MS 38935-8170 (662) 453-1392**, hereinafter "Beneficiary". WHEREAS, **Dunn Brothers Land Company, LLC** whose address is **9337 CR 142 Itta Bena, MS 38941 (662)453-5768** hereinafter "Debtor", has executed a promissory note(s), loan agreement(s), or other evidence(s) of indebtedness, hereinafter collectively referred to as "Note", having a maturity date(s) of **March 01, 2020** whereby Beneficiary has loaned to Debtor the principal amount of **Five Hundred Fifty Three Thousand and 00/100 Dollars (\$553,000.00)** which amount is due and payable in accordance with said Note.

WHEREAS, Grantor and Debtor are executing this Deed of Trust in order to secure the following (all of which will be collectively referred to herein as "Obligations"): the payment of Note, together with interest, and all extensions and renewals thereof; the payment of any additional advances or future advances to Debtor, or to any one or more of the parties listed as Debtor, together with interest, and all extensions and renewals thereof; the payment of taxes and assessments, insurance premiums, cost of repairs or improvements, and any other amounts due and payable or which may become due and payable under this Deed of Trust or any other agreement between Debtor and Beneficiary; the payment of any and all indebtedness and liabilities of Debtor to Beneficiary to protect its interest; and the performance by Debtor and Guarantor of all of the agreements contained in this Deed of Trust or any other agreement between Debtor and Beneficiary.

THEREFORE, in consideration of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration, paid to Grantor by or on behalf of Trustee, the receipt of which is hereby acknowledged, Grantor hereby conveys and warrants unto Trustee, the following described land and property, together with any and all improvements (including fixtures) now or hereafter located on said property, together with any and all improvements (including fixtures) now or hereafter growing or located on said property, together with any and all oil, gas and other mineral interests, rights, profits or royalties (regardless of type or character), and together with any and all other right, title and interest (regardless of type or character) in and to, as a part of, or in connection with said property, whether now owned or hereafter acquired by Grantor, lying and being situated in **Leflore County, Mississippi** (all of which will be collectively referred to herein as the "Property").

**SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR LEGAL DESCRIPTION:**

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## GRANTOR, DEBTOR AND BENEFICIARY FURTHER AGREE AS FOLLOWS:

1. This Deed of Trust secures the Note described herein together with interest thereon and any and all extensions and renewals thereof, any and all pre-existing Obligations between Grantor and/or Debtor and the Beneficiary and any and all additional or future advances made by the Beneficiary to the Grantor and/or Debtor or any of them. The terms of any such additional or future advances shall be determined in accordance with the Note or other contract evidencing such indebtedness. This Deed of Trust shall further secure any and all Obligations of the Grantor and/or Debtor made as a joint maker, surety, endorser or guarantor.

Future and/or additional advances made hereunder shall be made solely at the option of the Beneficiary and nothing herein shall be construed as an agreement or obligation to make such advances.

The giving or taking hereafter of any additional security to secure any indebtedness herein referred to or hereinafter contracted by the Beneficiary with Grantor and/or Debtor during the term of this Deed of Trust shall not be construed as a waiver of the lien of this Deed of Trust.

2. Grantor and/or Debtor shall pay all taxes and assessments, general or special, which may be levied or assessed upon the Property or the Note promptly when the same shall become due. Grantor and/or Debtor shall also keep the Property insured at all times during the continuance of this Deed of Trust against loss or damage by fire, storm, earthquake and other hazard for the maximum amount of insurance obtainable or in such amount as may be approved by Beneficiary, with an insurance company authorized to do business in Mississippi which is satisfactory to Beneficiary and which contains a standard mortgagee clause in favor of Beneficiary, and shall have the policy assigned and delivered to Beneficiary. In the event Grantor and/or Debtor fail to pay said taxes and assessments or to keep the Property insured, then Beneficiary may pay said taxes and assessments, redeem the Property from any tax sale, or sales, if it has been sold, and/or insure the Property and pay the premiums.

If the land covered by this Deed of Trust is located in a government mandated flood area where participation in a Federal Flood Insurance Program is required, Grantor and/or Debtor agrees that upon receipt of notification from Beneficiary and within the time period established by Beneficiary, Grantor and/or Debtor will obtain and maintain flood insurance in such amount as Beneficiary requires on all buildings, improvements, fixtures and any mobile home(s), now existing or hereafter erected, placed or maintained on or in the mortgaged land described in this Deed of Trust, together with all other personal property securing Grantor's and/or Debtor's obligations to Beneficiary and maintained on or in such buildings, improvements or mobile home(s), until the loans, future advances and all other indebtedness secured by the Mortgaged Land and this Deed of Trust is fully paid. Beneficiary may require Grantor and/or Debtor to obtain or maintain such flood insurance at the time any loan(s) secured hereby are made or at any time thereafter until the loans secured by such property are fully paid. Grantor and/or Debtor agrees to pay Beneficiary the cost of premiums and fees incurred with purchasing flood insurance for Grantor and/or Debtor, if Grantor and/or Debtor fails to do so within the time period required by Beneficiary fees, premiums or costs shall, in Beneficiary's sole discretion, be due and payable on demand or as otherwise provided for in the promissory note(s) secured by this Deed of Trust.

In event of loss or damage to the Property by fire or other hazard, Grantor and/or Debtor will give immediate notice by mail to Beneficiary, who may make proof of loss if not made promptly by Grantor and/or Debtor, and any insurance company is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of Grantor and Beneficiary jointly, and the insurance proceeds or any part thereof may be applied by Beneficiary at its option either to the reduction of the Note or to the restoration or repair of the Property.

If required as a condition of any loan secured hereunder, Grantor and/or Debtor shall pay to Beneficiary on the day installments are due, until the note is paid in full or any escrow requirement is otherwise waived in writing by Beneficiary, a sum to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this instrument as a lien or encumbrance on the Property; and (b) premiums for any and all insurance required by Beneficiary. Such amounts required hereunder shall be determined in accordance with the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X ("RESPA"). Upon payment in full of all sums secured by this instrument, or if any such escrow requirement is no longer required as a condition of any loan secured hereunder, Beneficiary shall promptly refund to Grantor and/or Debtor any funds held by Beneficiary under this escrow requirement.

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3. Any and all rents and profits in connection with the Property are specifically assigned to Beneficiary and pledged to secure the payment and performance of the Obligations. Upon the maturity of the Note, either by lapse of time or by reason of any default as herein provided, or if at any time Beneficiary in good faith deems it necessary to protect its interest under this Deed of Trust, Beneficiary shall have the right to forthwith enter into and upon the Property and take possession thereof, and collect and apply the rents and profits thereon to the Obligations, or may, if it so desires, have a receiver appointed by any court of competent jurisdiction to collect and impound the rents and profits and after paying the expense of such receivership apply the balance thereof to the payment of the Obligations.

4. Beneficiary may make inspections of the Property at any time without notice.

5. Grantor agrees not to abandon the Property, not to commit waste, to use the Property in a good and husbandlike manner, for lawful purposes only, and to keep the Property in a good state of repair. It is further agreed that in the event Grantor fails to keep in a good state of repair the Property or any part thereof, Beneficiary shall have the right at its option to make needed repair or improvements.

6. Any amounts or expenses paid or incurred by Beneficiary for or on behalf of Grantor or Debtor (including but not limited to taxes and assessments, insurance premiums, cost of repairs or improvements, attorneys' fees, court costs and trustee's fees) shall be included within the definition of the term "Obligations", shall bear interest at the rate set forth in the Note, and shall be due and payable by Grantor and Debtor upon demand by Beneficiary.

7. Grantor transfers and assigns to Beneficiary all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Property or any part thereof under the power of eminent domain or for any damage (whether caused by such taking or otherwise) to the Property. Beneficiary is hereby authorized, but shall not be required, on behalf and in the name of Grantor, to execute and deliver valid acquittances for and to appeal from, any such judgments or awards. Beneficiary may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees, on any amounts secured by this Deed of Trust in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.

8. When any amounts are received by Beneficiary under any provision hereof, Beneficiary shall have the exclusive right to make application, in its sole discretion, of such payment to any of the Obligations or any other amounts secured hereby, and such application shall not be restricted to the Note. Should the whole or any part of the Obligations be assigned or transferred, the right of application herein granted to Beneficiary shall be retained by Beneficiary in the absence of specific written assignment or transfer of such right or any part thereof.

9. This conveyance, however, is in trust to secure the payment and performance of the Obligations. But if default is made by Grantor or Debtor in the payment or performance of any of the Obligations, or if a default occurs under the Note or any other security agreement, loan agreement or Deed of Trust between Debtor and Beneficiary, or, in case Grantor or Debtor should become insolvent, or apply to bankruptcy court to be adjudicated a voluntary bankrupt or proceedings be instituted to put Grantor or Debtor in involuntary bankruptcy, or should any proceedings be taken against Grantor or Debtor for the appointment of a receiver, assignee or trustee, or should Beneficiary in good faith deem itself insecure and its prospect of payment impaired, or if any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M, then in that event all of the Obligations shall, at the option of Beneficiary, be and become at once due and payable without notice to Grantor or Debtor, and Trustee herein named or his successor, or successors, shall at the request of Beneficiary, sell all or any part of the Property after giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972, as amended, and any successor provisions, and execute a deed to the purchaser thereof. Out of the proceeds arising from said sale, the cost and expenses of executing this Deed of Trust, including a reasonable Trustee's fee and the attorneys' fees prescribed in the Note, shall first be paid, next the amount of the Obligations then remaining unpaid shall be paid, and lastly, any balance remaining shall be paid to Grantor or to Grantor's representatives, agents or assigns. Grantor and/or Debtor shall remain liable for any deficiency on the Obligations. In the event of any such default, Beneficiary shall also have all the remedies of a secured party. Under the Uniform Commercial Code of Mississippi and any other applicable law all remedies of Beneficiary shall be cumulative. A failure on the part of Beneficiary to exercise any remedy or option contained in this Deed of Trust in the event of default shall not constitute a waiver of Beneficiary's right to exercise said remedy or option in the event of any subsequent default.

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10. If the Property should be situated in two or more counties or in two judicial districts of the same county, then Trustee shall have full power, in case the Trustee is directed to foreclose under this Deed of Trust, to select in which county, or judicial district, the sale of all of the Property shall be made and his selection shall be binding upon Grantor and Beneficiary and all persons claiming through or under them, whether by contract or by law. Trustee shall have full power to fix the day, time, terms and place of sale and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose but said appointment of agent need not be recorded.

11. Grantor waives the provisions of Section 89-1-55, Mississippi Code of 1972, as amended, and any successor provisions, as far as said Section restricts the right of Trustee to offer at sale more than one hundred and sixty acres at a time, and Trustee may offer the Property as a whole or in part and in such order or parcels as the Trustee may deem best, regardless of the manner in which it may be described. This right of sale shall be a continuing right and shall not be exhausted by one or more sales. The Trustee may hold as many sales as necessary to exhaust the collateral.

12. Grantor and Debtor promise to pay the attorneys' fees provided for in the Note and the Trustee's fees provided for in this Deed of Trust should they become due under the terms of the Note and this Deed of Trust. Reasonable attorneys' fees and all costs in connection with any litigation to protect this security or in seeking to have this Deed of Trust reformed by judicial proceedings, where necessary, shall constitute a part of the amounts secured hereby and become immediately due and payable to Beneficiary upon demand. If Beneficiary shall deem it best to proceed in equity, to foreclose this Deed of Trust, then a reasonable fee shall be allowed by the court to the attorney representing Beneficiary under this Deed of Trust.

13. If the Obligations are paid and performed in full, Beneficiary agrees to cancel this Deed of Trust upon the records, and Grantor agrees to pay all usual and necessary costs incident to such cancellation. As long as any unadvanced funds remain outstanding under any note or loan agreement, the lien of this Deed of Trust shall not be discharged.

14. In the event that this Deed of Trust is subordinate to any other deed of trust or lien of any kind, Beneficiary may, in the event of a default in the performance of any covenant or agreement in the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option, declare the amounts secured by this Deed of Trust immediately due and payable, or Beneficiary may pay or perform any such defaulted covenant or agreement and any costs in connection therewith shall constitute a part of the amounts secured hereby and shall bear interest at the rate set forth in the Note; and Trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payment and performance of the Obligations and the failure to promptly repay Beneficiary any monies so expanded, upon demand, shall render all the amounts secured by this Deed of Trust, at Beneficiary's option, immediately due and payable without notice.

15. With respect to the Property, Grantor and Debtor covenant with Beneficiary that Grantor has complied, is in compliance, and will at all times comply in all respects with all applicable laws (whether statutory, common law or otherwise), including, without limitation, all laws regarding public health or welfare, environmental protection, water and air pollution, composition of product, underground storage tanks, toxic substances, hazardous wastes, hazardous substances, hazardous materials, waste or used oil, asbestos, occupational health and safety, nuisances, trespass, and negligence.

The Grantor hereby grants, and will cause any tenants to grant, to Beneficiary, its agents, attorneys, employees, consultants, contractors, successors and assigns, an irrevocable license and authorization, upon reasonable notice, to enter upon and inspect the Property and facilities thereon, and perform such tests, including without limitation, subsurface testing, soil and groundwater testing, and other tests which may physically invade the Property thereon, as the Beneficiary, in its sole discretion, determines is necessary to protect its security interest, provided however, that under no circumstances shall the Beneficiary be obligated to perform such inspections or tests.

Grantor and Debtor agree to indemnify and hold Beneficiary, its directors, employees, agents, and its successors and assigns, harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, judgments, administrative orders, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, attorneys' fees and expenses, including all attorneys' fees and expenses incurred by Beneficiary in and for this indemnity), arising directly or indirectly, in whole or in part, out of any failure of Grantor and Debtor to comply with the environmental representations, warranties and covenants contained herein.

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Grantor's and Debtor's representations, warranties, covenants and indemnities contained herein shall survive the occurrence of any event whatsoever, including without limitation, the satisfaction of the promissory note secured hereby, the reconveyance or foreclosure of this mortgage, the acceptance by Beneficiary of a deed in lieu of foreclosure, or any transfer or abandonment of the property. Failure to comply strictly with the representations, warranties, covenants and indemnities contracted herein shall constitute a default under this Deed of Trust.

16. Beneficiary may without notice to any party to this Deed of Trust or to the successors or assigns, and without regard to the willingness or inability of Trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in Trustee. If Beneficiary be a corporation, such appointment may be made by any one of its officers or agents. No one exercise of this power of appointment, the power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of all amounts secured by this Deed of Trust until said amounts are fully paid and discharged. At any sale hereunder, Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time Trustee shall make such adjournment, and at any sale made to enforce the trust herein given, Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

17. If all or any part of the Property or an interest therein is sold, transferred, encumbered or otherwise disposed of by Grantor without Beneficiary's prior written consent, excluding a transfer by devise, descent or by operation of law upon the death of a joint tenant, Beneficiary may, at Beneficiary's option, declare all of the Obligations to be immediately due and payable. Beneficiary shall have waived such option to accelerate if, prior to the sale or transfer, Beneficiary and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Beneficiary and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Beneficiary shall request. If Beneficiary exercises such option to accelerate, Beneficiary shall mail Grantor and Debtor notice of acceleration. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Grantor or Debtor may pay the sums declared due. If Grantor or Debtor fails to pay such sums prior to the expiration of such period, Beneficiary may, without further notice or demand on Grantor or Debtor, invoke any remedies permitted by this Deed of Trust.

18. The agreements herein contained shall be binding upon Grantor and Debtor, and their heirs, executors, administrators, successors, and assigns and inure to the benefit of Beneficiary, its successors and assigns.

19. Whenever used, the singular number shall include the plural, and the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any legal holder or other transferee thereof whether by operation of law or otherwise.

20. Whenever used, the term "Grantor" shall include all grantors, collectively and any one of the grantors individually, and all liability shall be joint and several. Whenever used, the term "Debtor" shall include all debtors collectively and any one of the debtors individually, and all liability shall be joint and several. Whenever the terms "Grantor" and "Debtor" are used together, all liability to each Grantor and Debtor shall be joint and several. "Debtor" may execute this Deed of Trust for the purpose of consenting to applicable covenants herein, however, Grantor agrees that this Deed of Trust shall be enforceable against Grantor regardless of whether it is executed by Debtor.

21. This Deed of Trust, in addition to any other obligation secured hereunder, extends any prior Deed(s) of Trust between Beneficiary and any other party on the Property and secures any and all promissory Note(s) and Obligation(s) secured under the aforesaid Deed(s) of Trust. The aforesaid Deed(s) of Trust shall remain in full force and effect and the priority granted in respect to the obligations described therein shall retain the same priority as of the date of the initial recordation of the aforesaid Deed(s) of Trust.

22. The unenforceability or invalidity of any provision(s) of this Deed of Trust shall not render any other provision(s) herein unenforceable or invalid. This Deed of Trust may be amended only by an instrument in writing, signed by Grantor and Beneficiary, and may not be amended orally or by any course of conduct or otherwise than by written instrument.

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THIS DEED IS EXECUTED BY THE UNDERSIGNED IN FAVOR OF, AND THE TERM "BENEFICIARY" AS USED HEREIN SHALL INCLUDE, \_\_\_\_\_

**First South Farm Credit, ACA**, FOR ITSELF AND AS AGENT/NOMINEE FOR ANY PARTY PURSUANT TO A MASTER AGREEMENT AMONG IT AND ITS WHOLLY-OWNED SUBSIDIARIES \_\_\_\_\_

**First South Farm Credit, FLCA** AND \_\_\_\_\_ AS THEIR INTERESTS

MAY APPEAR.

IN TESTIMONY WHEREOF, witnessed the day, month and year first above written.

**Dunn Brothers Land Company, LLC**

By: J. Dwight Dunn  
**J. Dwight Dunn, Manager**

(SEAL)

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF MISSISSIPPI

COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, within my jurisdiction, the within named

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

who acknowledged

that (he) (she) (they) executed the above and foregoing instrument.

Given under my hand and official seal.

My Commission Expires:

(AFFIX OFFICIAL SEAL)

NOTARY PUBLIC

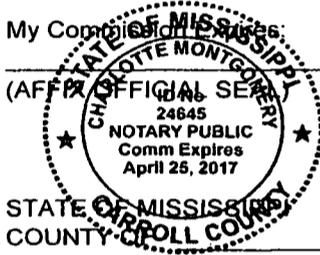
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**CORPORATE OR PARTNERSHIP  
ACKNOWLEDGEMENT**

STATE OF MISSISSIPPI  
COUNTY OF LEFLORE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 23rd day of July, 2013, within my jurisdiction, the within named J. Dwight Dunn

who acknowledged that (he) (she) is/are he is Manager of Dunn Brothers Land Company, LLC a (corporation) a (partnership) (limited liability company) and that in said capacity for and on behalf of said, (corporation) (partnership) (limited liability company) and as its act and deed (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said a (corporation) a (partnership) (limited liability company) so to do.  
Given under my hand and official seal.



Charlotte Montgomery  
NOTARY PUBLIC

**CORPORATE OR PARTNERSHIP  
ACKNOWLEDGEMENT**

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, within my jurisdiction, the within named \_\_\_\_\_

who acknowledged that (he) (she) is/are \_\_\_\_\_ of \_\_\_\_\_ a (corporation) a (partnership) (limited liability company) and that in said capacity for and on behalf of said, (corporation) (partnership) (limited liability company) and as its act and deed (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said a (corporation) a (partnership) (limited liability company) so to do.  
Given under my hand and official seal.

My Commission Expires: \_\_\_\_\_

(AFFIX OFFICIAL SEAL)

NOTARY PUBLIC

**DEED OF TRUST  
from**

to

Trustee

=====  
Filed for Record \_\_\_\_\_  
\_\_\_\_\_ o'clock \_\_\_\_\_ M.  
\_\_\_\_\_, Clerk  
=====

STATE OF MISSISSIPPI

\_\_\_\_\_ County Chancery Court

I certify that this Deed of Trust was filed for record in my office at \_\_\_\_\_ o'clock \_\_\_\_\_ M., on the \_\_\_\_\_ day of \_\_\_\_\_, and was duly recorded the \_\_\_\_\_ day of \_\_\_\_\_, on page \_\_\_\_\_, Book No. \_\_\_\_\_ in my office.

Witness my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_, Clerk  
\_\_\_\_\_, D.C.

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**INDEXING INSTRUCTIONS**

This document should be Indexed Under the Checked Quarter Quarter Sections.

Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_

NE/4	NW/4	SW/4	SE/4
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**OTHER SEE PAGE ONE FOR INDEXING INSTRUCTIONS:**

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Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_

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Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_

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**OTHER**

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Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_

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**OTHER**

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Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_

NE/4	NW/4	SW/4	SE/4
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**OTHER**

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\_\_\_\_\_

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**EXHIBIT "A"  
LEGAL DESCRIPTION**

The following described property lying and being situate in Township 19 North, Range 1 West, Leflore County, Mississippi, to wit:

All of that part of Lots 6, 7, and 12 in Section 35, and all of that part of Section 36 lying South of that certain line described as follows: Begin at the black gum tree in the Northwest corner of said Section 36, run West a distance of 1700 feet; thence run South 2362 feet to an iron stake on the East boundary of Roebuck Lake (whence a large cypress tree lies South 62 degrees 30 minutes West 105 feet) and the point of beginning of the line referred to here; thence run East and parallel to the North boundary of said Sections 35 and 36 for a distance of 7000 feet to an iron stake in the Eastern boundary of said Section 36 (whence a pecan tree described in deed hereinafter mentioned as three inches in diameter in 1928 lies South 48 degrees East 3 1/2 feet and a pecan tree described in deed hereinafter mentioned as two inches in diameter lies North 21 degrees East 6 feet).

The deed referred to in the above description in the deed from S. Howard Johnson, et al, dated September 15, 1928, and recorded in Book 62, at Page 49 of the Land Deed Records of Leflore County, Mississippi.

LESS AND EXCEPT:

TRACT I: A 6.36 acre tract of land located in Section 35, Township 19 North, Range 1 West, Leflore County, Mississippi, described in metes and bounds as follows, to-wit:

Begin at the Southeast corner of Section 35, Township 19 North, Range 1 West, and proceed West along the Southern boundary of Section 35 for a distance of 1188 feet to the point of beginning of the tract herein described: from said point of beginning proceed West along the Southern boundary of Section 35 for a distance of 465 feet to a point; thence proceed North for a distance of 596 feet to a point; thence proceed East for a distance of 465 feet to a point; thence proceed South for a distance of 596 feet to the point of beginning.

ALSO LESS AND EXCEPT:

TRACT II: A 19.54 acre tract of land located in the Southeast Quarter of Section 36, Township 19 North, Range 1 West, Leflore County, Mississippi, described by metes and bounds as follows, to-wit:

Begin at an iron post on the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 1, Township 18 North, Range 1 West, and proceed East for a distance of 238 feet to a point on the centerline of a drainage ditch, said point being the point of beginning of the tract herein described; from said point of beginning proceed North 13 degrees East along centerline of said ditch for a distance of 966 feet to its intersection with and East/West drainage ditch; thence proceed South 77 degrees East along the centerline of said East/West ditch for a distance of 445 feet to a point; thence proceed East for a distance of 431 feet to a point on the East boundary of Section 36, Township 19 North, Range 1 West; thence proceed South along said Eastern boundary for a distance of 841 feet to the Southeast corner of Section 36; thence proceed West along the South boundary of Section 36 for a distance of 1082 feet to the Point of Beginning.

ALSO LESS AND EXCEPT:

Begin at the Northwest corner of Section 36, Township 19 North, Range 1 West and run West of distance of 1700 feet, thence run South 2362 feet to an iron stake on the East boundary of Roebuck Lake. Said point being the Point of Beginning of the tract herein described; thence run East a distance of 5 Chains; thence run South a distance of 8 Chains, thence run West to the Eastern boundary of Roebuck Lake; thence run in a northerly direction along the east back of Roebuck Lake to the Point of Beginning. Said tract containing approximately 4.0 acres.

Page 1 of 1 Exhibit "A" to Deed of Trust dated the 23rd day of July, 2013 to First South Farm Credit, ACA.

Date: July 23, 2013

Dunn Brothers Land Company, LLC

by: J. Dwight Dunn  
J. Dwight Dunn, Manager



**SECRETARY CERTIFICATE**

I, Stephen J. Costas, Secretary of Property Acceptance Corp. (the "Corporation"), the General Partner of LPP Mortgage Ltd., being familiar with the books and records of the Corporation, hereby certifies that attached hereto as Exhibit A is a true and correct copy of the resolutions which have been duly adopted by the Board of Directors of the Corporation and which have not been amended, modified or repealed in any respect and which are in full force and effect as of the date hereof.

Property Acceptance Corp.

  
Stephen J. Costas, Secretary

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

I, the undersigned, a Notary Public in and for the said County, in said State, hereby certify that Stephen J. Costas, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, being informed of the contents of such document, executed the same voluntarily.

GIVEN UNDER MY HAND, OFFICIAL SEAL this 5<sup>th</sup> day of January, 2010.2011



  
Notary Public, State of Texas  
My Commission expires: 11/21/14

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Exhibit A

**WRITTEN CONSENT OF  
THE SOLE DIRECTOR OF  
PROPERTY ACCEPTANCE CORP.**

The undersigned, being the sole member of the Board of Directors (the "Board") of Property Acceptance Corp., the general partner of LPP Mortgage Ltd. (the "Mortgage Loan Owner"), hereby adopts by written consent the following resolutions as of December 20, 2010 (the "Effective Date") with the same force and effect as if adopted at a meeting of the Board duly called and held:

**RESOLVED**, that the individuals named in the next paragraph are hereby designated as authorized signatories of the Mortgage Loan Owner (each such individual is referred to herein as an "Authorized Signer"), but only for the sole, limited and exclusive purposes, acting on behalf of the Mortgage Loan Owner, of signing, executing and (where required by law or custom) attesting, acknowledging and/or recording (1) requests for delivery of custodial mortgage loan documents, reconveyances, substitution of trustees, discharges, releases, and satisfactions of deeds of trust, trust deeds, mortgages and security deeds (each, a "Security Instrument") which Security Instruments secure paid in full mortgage loans subserviced for MGC Mortgage, Inc. ("MGC") by Cenlar FSB ("Subservicer") pursuant to that certain Subservicing Agreement dated as of September 30, 2005 between New South Federal Savings Bank and Subservicer (the "Original Agreement"), which agreement was assumed by MGC pursuant to that certain Assumption and Amendment Agreement dated May 31, 2010 (the "Assumption"; and together with the Original Agreement, herein collectively referred to as the "Agreement") and letters of direction as needed to process pre-payoff land trust transactions; (2) partial releases of collateral encumbered by any of the Security Instruments, but only with the prior written approval of MGC in each instance; (3) modifications and/or extensions of so-called "balloon reset" mortgages owned or backing a security issued by FNMA or FHLMC, but only in accordance with applicable guidance issued by those Agencies and the related mortgage loan documents and with the prior written approval of MGC; (4) modifications of notes and Security Instruments upon the prior written approval of MGC and, if applicable, of FNMA, FHLMC, HUD, USDA/RHS, or VA; (5) substitutions of trustees, pleadings, notices, deeds or other instruments necessary to institute, continue or complete foreclosures of loans subserviced for MGC by Subservicer; and (6) with the prior written approval of MGC, any and all other related instruments and documents, including without limitation (i) the power to request mortgage loan documents from any document custodian holding the same, and (ii) the power to indorse instruments required to effectuate mortgage loan payments or refunds (such as checks evidencing such payments or refunds);

**FURTHER RESOLVED**, that each of the following persons are hereby appointed as an Authorized Signer:

- Jeanne Bader
- Patricia Bracey
- Robin Brodsky
- Francine Bryant
- Lauren Cromer
- Kathleen D'Amore
- Marianne Doroba
- Meredith Gillespie

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Kim Hagen  
 Lisa Hildreth  
 Nancy Irwin  
 Mark Kelbaugh  
 Steven Kravitz  
 Jacqueline Lenarski  
 Donna J. Lynch  
 Joanne P. McGrath  
 David J. Miller Jr  
 John O'Connor  
 Angela Pulli  
 Krista Radwanski  
 Hallie Richards  
 Robert Weis

it being understood that each Authorized Signer is a current employee of Subservicer,

**FURTHER RESOLVED**, that all acts and doings of each Authorized Signer shall in all respects be consistent with and in furtherance of the duties and obligations of Subservicer under the Agreement, as that Agreement may have been, and may hereafter be, amended, supplemented or superseded.

**FURTHER RESOLVED**, that each appointment of each Authorized Signer made hereunder shall automatically expire: (i) when and if these resolutions are repealed, rescinded or annulled by the Mortgage Loan Owner for any reason; (ii) upon the expiration or earlier termination of the Agreement; or (iii) when MGC delivers written notice to Subservicer of such repeal, rescission or annulment; and an Authorized Signer's appointment hereunder shall automatically terminate upon: (1) the termination of the employer-employee relationship between the Authorized Signer and Subservicer; or (2) upon the resignation of the Authorized Signer, delivered to Subservicer or to MGC directly.

**FURTHER RESOLVED**, that no present or future Authorized Signer: (i) shall ever be deemed to be an officer or employee of MGC or the Mortgage Loan Owner for any purpose; (ii) shall ever be entitled to compensation of any kind or type from MGC or the Mortgage Loan Owner; and (iii) shall ever be entitled to any benefits whatsoever granted by MGC or the Mortgage Loan Owner by law or regulation to other officers, directors or employees of MGC or the Mortgage Loan Owner.

**FURTHER RESOLVED**, that this resolution shall be considered repealed and of no further effect upon the termination or expiration of the Agreement.

**IN WITNESS HEREOF**, the undersigned has duly executed this Written Consent to be effective as of the date first indicated above.

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 \_\_\_\_\_  
 D. Andrew Beal, Sole Director

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MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR MAGNOLIA STATE BANK TO ADRIANN G. SHARPE

State of Mississippi  
County of Leflore  
I certify this document was filed and recorded  
JULY 25 2013 12:10:00PM  
In Deed of Trust  
Book 0763 Page 356  
Sam Abraham, Chancery Clerk  
By: Diane Kelly D.C.

Recording Requested By: Cenlar FSB

Prepared By: Elise Masselle, CENLAR FSB PO BOX 77414, TRENTON, NJ 08628 609-883-3900  
When Recorded Return To: ADRIANN SHARPE, 1109 W JEFFERSON AVE, GREENWOOD, MS 38930



**DEED OF RELEASE**

Cenlar FSB #:0035698653 "SHARPE" Lender ID:T51/1714849613 Leflore, Mississippi  
MERS #: 100964200000010791 SIS #: 1-888-679-6377

KNOW ALL MEN BY THESE PRESENTS that MORTGAGE ELECTRONIC REGISTGRATION SYSTEMS INC AS NOMINEE FOR MAGNOLIA STATE BANK at PO BOX 2026, FLINT, MI 48501-2026 Phone: 1-888-679-6377 holder of a certain Deed of Trust, whose parties, dates and recording information are below, does hereby acknowledge that it has received full payment and satisfaction of the same, and in consideration thereof, does hereby Cancel, discharge and Reconvey said Deed of Trust, and the estate, title and interest now held by it under said Deed of Trust without warranty, to the person legally entitled thereto.

Original Trustor: ADRIANN G SHARPE, A SINGLE WOMAN Address: 1109 W JEFFERSON AVE, GREENWOOD, MS 38930 Phone: 000-0000

Original Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC AS NOMINEE FOR MAGNOLIA STATE BANK Address: 560 WEATHERSBY RD STE 110 HATTIEBURG, MS 39402 Phone: NA

Original Trustee: R. K. HOUSTON at Address: NA NA, MS NA Phone: NA

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC is at 1901 E Voorhees Street, Suite C, Danville, IL 61834, P.O. BOX 2026, FLINT, MI 48501-2026

Dated: 08/22/2011 Recorded on 08/26/2011 as in Book/Reel/Liber: 0731 Page/Folio: 89  
In the Records of the County Recorder of Leflore Mississippi

Property Address: 1109 W JEFFERSON AVE, GREENWOOD, MS 38930  
Indexing Instructions: LOT FIVE (5) BLOCK SIX (6) OF THE WAGNER ADDITION TO THE CITY OF GREENWOOD, LEFLORE COUNTY, MISSISSIPPI.

IN WITNESS WHEREOF, the undersigned, by the officer duly authorized, has duly executed the foregoing instrument.

MORTGAGE ELECTRONIC REGISTGRATION SYSTEMS INC AS NOMINEE FOR MAGNOLIA STATE BANK  
On July 19th, 2013

By: [Signature]  
DONNA J LYNCH, Assistant Secretary

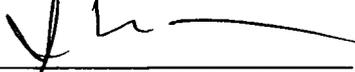
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DEED OF RELEASE Page 2 of 2

STATE OF New Jersey  
COUNTY OF Mercer

On July 19th, 2013, before me, SHERRYL A. KLEVENCE, a Notary Public in and for Mercer in the State of New Jersey, personally appeared DONNA J LYNCH, Assistant Secretary, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,



SHERRYL A. KLEVENCE  
Notary Expires: 08/01/2016 #2277604



(This area for notarial seal)

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REGIONS BANK

TO

PEGGY H. ADAMS &  
EVERETT Q. ADAMS

State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 25 2013 12:10:00PM  
In Deed of Trust  
Book 0763 Page 358  
Sam Abraham, Chancery Clerk  
By: Siane Kelly D.C.

Document Prepared By: Kenneth Parker Regions Bank, 201 Milan Parkway, Birmingham, AL 35202  
Phone: 1-800-734-4667  
Recording requested by Regions Bank  
When recorded return to /Regions Bank/Collateral Management/P O Box 12926/ Birmingham, AL 35202

**DEED OF RELEASE**

**STATE OF MISSISSIPPI  
COUNTY OF LEFLORE**

KNOWN ALL MEN BY THESE PRESENTS, that Regions Bank, hereinafter referred to as the Beneficiary/Mortgagee, HAS CERTIFIED, that a certain Deed of Trust/Mortgage, whose parties' dates and recording information are below, is PAID AND SATISFIED.

**Loan** 01000000000000000000000000000000 **Date Paid:** 07/19/2013  
**Mortgage Date:** 07/17/2001  
**Grantor:** PEGGY H ADAMS AND EVERETT Q ADAMS, 203 WALKER ST GREENWOOD MS 38930, 662-455-2409  
**Title Trustee:** ROBERT MCKINNEY, FIRST AMERICAN CENTER, NASHVILLE, TN 37237, 8007344667  
**Principal Amount:** \$41,000.00  
**Grantee:** AMSOUTH BANK, NKA REGIONS BANK  
**Grantee Address:** 201 Milan Parkway, Birmingham, AL. 35211, 1-800-734-4667  
**Date Recorded:** 07/30/2001  
**Book:** 540 **Page:** 540

Legal/Indexing Instructions: Legal: LOT 9 IN BLOCK 1 OF THE MCNEILL ADDITION TO THE CITY OF GREENWOOD, AS SHOWN BY MAP OF SAID ADDITION RECORDED IN MAP BOOK 2 PAGE 54.

In all references in this instrument to any party, the use of a particular gender or number is intended to include the appropriate gender or number as the case may be.

In Witness Whereof, Regions Bank, in accordance with provisions of said Deed of Trust/Mortgage, the note having been fully satisfied, does hereby reconvey, without warranty, to the person or persons legally entitled thereto, the estate now held by it there under. Signed, Sealed and Delivered, on 7/19/2013.

By: [Signature]  
June Pridmore Vice President  
Regions Bank



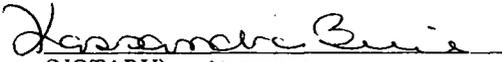
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**STATE OF ALABAMA  
COUNTY OF JEFFERSON**

I, Kassandra Buie, a Notary Public, in and for said County and State, do hereby certify that, June Pridmore, who is signed to the foregoing document and who is known to me, sworn to (or affirmed) and subscribed before me on this day, that being informed of the contents of said instrument, he/she as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

WITNESS my hand and official seal on 7/19/2013,

(SEAL)

  
(NOTARY) MY COMMISSION EXPIRES APRIL 21, 2015



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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 25 2013 04:15:00PM  
In Deed of Trust  
Book 0763 Page 360  
Sam Abraham, Chancery Clerk  
By: Diana Kelly D.C.



\*\*\*\*\*034007252013\*

WHEN RECORDED MAIL TO: Planters Bank & Trust Company, Greenwood Branch, 915 Medallion Dr., Greenwood, MS 38930, Tel. (662) 453-1812

This Deed of Trust prepared by: JIM QUINN, Planters Bank & Trust Company, 915 Medallion Dr., Greenwood, MS 38930, (662) 453-1812

INDEXING INSTRUCTIONS: 3.72 ACRE TRACT LOCATED IN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 21 NORTH, RANGE 1 WEST, LEFLORE COUNTY, MISSISSIPPI.

FOR RECORDER'S USE ONLY

DEED OF TRUST

GRANTOR: WILSON BRITT, 200 EAST CLEVELAND, GREENWOOD, MS 38930, Tel. (662) 299-2367

LENDER / BENEFICIARY: Planters Bank & Trust Company, Greenwood Branch, 915 Medallion Dr., Greenwood, MS 38930, Tel. (662) 453-1812

TRUSTEE: W. Dean Belk, 200 Second St, Indianola, MS 38751, Tel. (662) 887-3312

THIS DEED OF TRUST is dated July 25, 2013, among WILSON BRITT, whose address is 200 EAST CLEVELAND, GREENWOOD, MS 38930 ("Grantor"); Planters Bank & Trust Company (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and W. Dean Belk (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary, with power of sale, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in LEFLORE County, State of Mississippi:

See EXHIBIT A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 111 EAST GLEASON, SCHLATER, MS 38952.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

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**DEED OF TRUST  
(Continued)**

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**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property;

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**DEED OF TRUST  
(Continued)**

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whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Mississippi law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender, together with such other hazard and liability insurance as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any,

**DEED OF TRUST  
(Continued)**

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shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**LENDER'S EXPENDITURES.** If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Promises.** All promises, agreements, and statements Grantor has made in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's Indebtedness is paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of

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**DEED OF TRUST  
(Continued)**

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Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as Default, and Lender may exercise any or all of its available remedies for Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

**DEFAULT.** Grantor will be in default if payment is not made when due.

**RIGHTS AND REMEDIES ON DEFAULT.** If Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Election of Remedies.** All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Deed of Trust, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

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**DEED OF TRUST  
(Continued)**

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**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**Sale of Property.** Grantor waives the provisions of Section 89-1-55, Mississippi Code of 1972, as amended, and any successor provisions, as far as said Section restricts the right of Trustee to offer at sale more than one hundred and sixty acres at a time, and Trustee may offer the Property as a whole or in part and in such order as the Trustee may deem best, regardless of the manner in which it may be described.

**Foreclosure.** With respect to all or any part of the Real Property, the Trustee shall, at the request of Lender, sell the Real Property after giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972, as amended, and any successor provisions, and execute a deed to the purchaser of the Real Property. Out of the proceeds arising from the sale, the costs and expenses of executing this Deed of Trust, including a reasonable Trustee's fee and the attorneys' fees prescribed in the Note or in this Deed of Trust, shall first be paid; next the amount of the Indebtedness then remaining unpaid shall be paid; and, lastly, any balance remaining shall be paid to Grantor or to Grantor's representatives agents or assigns.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal

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**DEED OF TRUST  
(Continued)**

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fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender will have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of LEFLORE County, State of Mississippi. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**NOTICES.** Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any person may change his or her address for notices under this Deed of Trust by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** What is written in this Deed of Trust and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Deed of Trust. To be effective, any change or amendment to this Deed of Trust must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Mississippi without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Mississippi.

**No Waiver by Lender.** Grantor understands Lender will not give up any of Lender's rights under this Deed of Trust unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give

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**DEED OF TRUST  
(Continued)**

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up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Deed of Trust. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

**Severability.** If a court finds that any provision of this Deed of Trust is not valid or should not be enforced, that fact by itself will not mean that the rest of this Deed of Trust will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Deed of Trust even if a provision of this Deed of Trust may be found to be invalid or unenforceable.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waive Jury.** All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Mississippi as to all Indebtedness secured by this Deed of Trust.

**DEFINITIONS.** The following words shall have the following meanings when used in this Deed of Trust:

**Beneficiary.** The word "Beneficiary" means Planters Bank & Trust Company, and its successors and assigns.

**Borrower.** The word "Borrower" means WILSON BRITT and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Default.** The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Grantor.** The word "Grantor" means WILSON BRITT.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

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(Continued)

**Lender.** The word "Lender" means Planters Bank & Trust Company, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

**Note.** The word "Note" means the promissory note dated July 25, 2013, in the original principal amount of \$126,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is July 25, 2018.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "Trustee" means W. Dean Belk, whose address is 200 Second St, Indianola, MS 38751 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X *Wilson Britt*  
WILSON BRITT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Mississippi )  
 ) SS  
COUNTY OF Leflore )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 25<sup>th</sup> day of July, 20 13, within my jurisdiction, the within named **WILSON BRITT**, who acknowledged that he or she signed, executed and delivered the above and foregoing Deed of Trust for the purposes mentioned on the day and year therein mentioned.

*Patricia Jones*  
NOTARY PUBLIC

My Commission Expires:  
April 13, 2016



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## EXHIBIT A

## LEGAL DESCRIPTION OF PROPERTY

Description of a 3.72 acre tract located in the Northwest Quarter of Section 31, Township 21 North, Range 1 West, Leflore County, Mississippi:

Begin at an iron pipe marking the southwest corner of said Section 31 and proceed East 811.08 feet, thence North 2823.00 feet to a point on the north bank of McNutt Lake and the Point of Beginning of the tract herein described. from said Point of Beginning proceed along the north bank of said lake the following calls, N 80° 38' 08" E 128.49 feet, N 87° 43' 45" E 37.95 feet, S 81° 38' 46" E 188.18 feet, thence leaving said lake proceed N 1° 25' 02" E 189.59 feet to an iron pipe, thence N 83° 38' 44" W 41.10 feet to an iron pipe, thence S 86° 15' 35" W 33.48 feet to an iron pipe, thence N 7° 13' 18" W 353.46 feet to an iron pipe, thence S 88° 52' 26" W 268.41 feet to an iron pipe, thence S 3° 08' 11" E 542.88 feet to the Point of Beginning. Bearings in this description are by solar observation.

AND ALSO a nonexclusive perpetual easement for ingress and egress to and from their property along an existing private road lying in Leflore County, Mississippi, as set forth in Easement recorded September 10, 2001 in Book 380 at page 871, and more particularly described by metes and bounds as follow, to-wit:

Description of the centerline of a 20 foot wide access road located in the northwest quarter of Section 31, Township 21 North, Range 1 West, Leflore County, Mississippi, said road extending 10 feet to either side of the centerline herein described:

Begin at an iron pipe marking the southwest corner of said Section 31 and proceed N 0° 00' 59" E along the east boundary of Section 31 a distance of 2748.55 feet to a point, thence EAST 26.99 feet to a point on the east Right of Way of the Splitter - Highlandale Public Road (SAP 42(41)) and the Point of Beginning of the access road centerline herein described, from said Point of Beginning proceed along the centerline of the existing road the following calls: N 86° 45' 18" E 88.43 feet, N 88° 48' 03" E 151.64 feet, N 85° 37' 54" E 74.40 feet, N 74° 48' 38" E 48.22 feet, N 64° 07' 38" E 50.76 feet, N 58° 07' 46" E 68.33 feet, N 56° 08' 08" E 105.91 feet, N 53° 08' 41" E 42.88 feet, N 71° 29' 08" E 68.96 feet, N 80° 56' 14" E 100.48 feet, N 77° 59' 32" E 81.32 feet, N 61° 18' 37" E 32.98 feet, N 52° 10' 27" E 51.04 feet, N 59° 08' 20" E 41.01 feet, N 85° 15' 35" E 34.88 feet, S 83° 38' 44" E 41.21 feet to the terminus of the centerline described herein. Bearings in this description are by solar observation.

SIGNED FOR IDENTIFICATION:

  
WILSON BRITT

7/25/13  
DATE

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BERTHA EASLEY

TO TRUSTMARK NATIONAL BANK/MERS

State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 25 2013 04:15:00PM  
In *Deed of trust*  
Book 0763 Page 370  
Sam Abraham, Chancery Clerk  
By: *Diana Kelly* D.C.

Loan No: 130531002  
Borrower: LATRISHA EASLEY

[Space Above This Line For Recording Data]

Data ID: 897

Return to:  
FBT MORTGAGE  
ATTENTION: CLOSING DEPT.  
6911 WASHINGTON AVE. SUITE B  
OCEAN SPRINGS, MS 39564

Prepared by:  
Middleberg, Riddle & Gianna  
717 N. Harwood, Suite 2400  
Dallas, TX 75201  
214/220-6300

FHA Case No.  
281-4155434 703

DEED OF TRUST

MIN: 100199701305310023

THIS DEED OF TRUST ("Security Instrument") is made on the 23rd day of July, 2013. The grantor is LATRISHA EASLEY, A SINGLE PERSON AND BERTHA EASLEY, A SINGLE PERSON whose address is 702 FREEDOM STREET, ITTA BENA, MISSISSIPPI 38941 and whose phone number is 662-392-2338 ("Borrower"). The trustee is T. HARRIS COLLIER, III whose address is P. O. BOX 22869, JACKSON, MS 39225 and whose phone number is 800-844-2000 ("Trustee"). The beneficiary is MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of 1901 E Voorhees Street, Suite C, Danville, IL 61834, or P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. TRUSTMARK NATIONAL BANK ("Lender") is organized and existing under the laws of the State of MISSISSIPPI, and has an address of P. O. BOX 22869, JACKSON, MS 39225.

Borrower owes Lender the principal sum of THIRTY-ONE THOUSAND FOUR HUNDRED TWENTY and NO/100-----Dollars (U.S. \$ 31,420.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 1, 2043. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in LEFLORE County, Mississippi:

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Data ID: 897

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which has the address of 702 FREEDOM STREET,  
 Mississippi 38941 [Street]

ITTA BENA,  
 ("Property Address"); [City]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

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Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 *et seq.* and implementing regulations, 12 CFR Part 1024, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

**3. Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows: First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

**4. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

**5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

**6. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

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**7. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**8. Fees.** Lender may collect fees and charges authorized by the Secretary.

**9. Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 90 days from the date hereof, Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 90 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

**10. Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

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**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**14. Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**15. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**16. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**17. Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

**18. Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give Borrower, in the manner provided in paragraph 13, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in LEFLORE County as Trustee designates in the notice of sale in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

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Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. If Trustee is requested to cancel this Security Instrument, all notes evidencing debt secured by this Security Instrument shall be surrendered to Trustee. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

20. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

- Condominium Rider
- Growing Equity Rider
- Planned Unit Development Rider
- Graduated Payment Rider
- Other [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

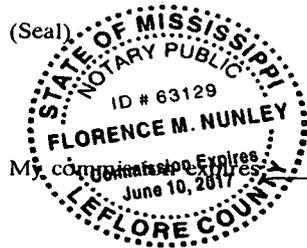
*Latrishia Easley* (Seal)  
LATRISHA EASLEY - Borrower

*Bertha Easley* (Seal)  
BERTHA EASLEY - Borrower

[Space Below This Line For Acknowledgment]

State of MISSISSIPPI §  
County of Leflore §

Personally appeared before me, the undersigned authority in and for the said county and state, on this 23<sup>rd</sup> day of July, 2013, within my jurisdiction, the within named LATRISHA EASLEY AND BERTHA EASLEY who acknowledged that they executed the above and foregoing instrument.



*Florence M. Nunley* (Notary Public)  
Florence M. Nunley (Printed Name)

6/10/17

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Loan No: 130531002  
Borrower: LATRISHA EASLEY

Data ID: 897

**LEGAL DESCRIPTION**

Lot Eleven (11) in Block Three (3) of the Kimbrough West End Addition to the Town of Itta Bena,  
Leflore County, Mississippi.

INDEXING INSTRUCTIONS: Lot 11, Block 3, Kimbrough West End Addition, Itta Bena, Leflore County, MS

PARCEL NO. 09619041100700

LATRISHA EASLEY &  
BERTHA EASLEY

TO MISSISSIPPI HOME CORPORATION 377

State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 25 2013 04:16:00PM  
In Deed of Trust  
Book 0763 Page 377  
Sam Abraham, Chancery Clerk  
By: Shane Kelly D.C.

(Space above This Line for Recording Data)

Prepared by:  
MS Home Corporation  
735 Riverside Drive  
Jackson, MS 39202  
(601) 718-4642

Loan Number 51580  
Return to:  
MICHELLE BRANUM  
FBT MORTGAGE, LLC  
6911 WASHINGTON AVE. STE B  
OCEAN SPRINGS, MS 39564

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on July 23, 2013. The Grantor is LATRISHA EASLEY, BERTHA EASLEY (Borrower (s)). This Trustee is Tim Ford, Balch & Bingham, L.L.P., 1310 25<sup>th</sup> Avenue, Gulfport, MS 39501, (Trustee). The beneficiary is The Mississippi Home Corporation, which is organized and existing under the laws of the State of Mississippi and whose address is P O Box 23369, Jackson, MS 39225-3369, ("Lender"). Borrower owes Lender the principal sum of NINE HUNDRED FORTY TWO AND 00/100 DOLLARS (U.S. \$942.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 1st, 2023. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in LEFLORE County, Mississippi: SEE ATTACHED.

which has the address of 702 FREEDOM STREET, ITTA BENA, MS 39564 (Property Address).

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdictions to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; prepayment and Late Charges.** Borrower shall promptly pay when due the principal and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as Lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment or mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for the Borrower's escrow account under the federal Real Estate Settlement Procedures of 1974 as amended from time to time, 12 U.S.C., 2601 et seq. ("RESPA"), unless another law that applies to the funds sets a lesser amount. If so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount. Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of future Escrow Items or otherwise in accordance with applicable law.

The funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with the loan, unless applicable law provides otherwise. Unless an agreement is made or applicable laws require interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits on the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the property, Lender, prior to the acquisition or sale of the property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property, which may attain priority over this Security Instrument, and leasehold payments of ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the property is subject to a lien, which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval, which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts

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of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if restoration or repair is economically feasible and Lender's Security is not lessened. If the restoration or repair is economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days, a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application/Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on leasehold, Borrower shall comply with all provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, (forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien, which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements, of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial payment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of the Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrowers Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discounted at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including but not limited to, reasonable attorneys' fees and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written Notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides, and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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If Lender invokes the power of sale, Lender shall give Borrower, in the manner provided in paragraph 14, notice of Lender's election to sell the property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at such time and place in LEFLORE County as Trustee designates in the notice of sale in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima vacie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument without charge to Borrower. If Trustee is requested to cancel this Security Instrument, all notes evidencing debt secured by this Security Instrument shall be surrendered to Trustee. Borrower shall pay any recordation costs.

23. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(s)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Second Mortgage Deed of Trust Rider
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

LATRISHA EASLEY  
 LATRISHA EASLEY

BERTHA EASLEY  
 BERTHA EASLEY

State of Mississippi  
County of LEFLORE

Personally appeared before me, the undersigned authority in and for said county and state, on this 23 day of July, 2013, within my jurisdiction, the within named LATRISHA EASLEY AND BERTHA EASLEY who acknowledged that (he/she/they) executed the above and foregoing instrument.

My Commission Expires:  
Florence M. Nunsey  
Notary Public



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**EXHIBIT**

Lot Eleven (11) in Block Three (3) of the Kimbrough West End addition to the Town of Itta Bena, Leflore County, Mississippi.

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MISSISSIPPI HOME CORPORATION  
MORTGAGE ADDENDUM  
FOR FHA INSURED LOAN ONLY

THIS TAX-EXEMPT FINANCING RIDER is made this 23rd day of July, 2013, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, Deed to Secure Debt or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note to Trustmark National Bank ("Lender") of the same date and covering the property described in the Security Instrument and located at: 702 Freedom Street, Itta Bena, MS 38941

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

Lender, or such of its successors or assigns as may by separate instrument assume responsibility for assuring compliance by the Borrower with the provisions of this Tax Exempt Financing Rider, may require immediate payment in full of all sums secured by this Security Instrument if:

- (a) All or part of the Property is sold or otherwise transferred (other than by devise, descent or operation of law) by Borrower to a purchaser or other transferee:
  - (1) Who cannot reasonably be expected to occupy the property as a principal resident within a reasonable time after the sale or transfer, all as provided in Section 143 (c) and (i) (2) of the Internal Revenue Code; or
  - (2) Who has had a present ownership interest in a principal residence during any part of the three year period ending on the date of the sale or transfer, all as provided in Section 143 (d) and (i) (2) of the Internal Revenue Code (except that "100 percent" shall be substituted for "95 percent or more" where the latter appears in Section 143 (d)(1); or
  - (3) At an acquisition cost which is greater than 90 percent of the average area purchase price (greater than 110 percent for targeted area residences), all as provided in Section 143 (e) and (i) (2) of the Internal Revenue Code; or
  - (4) Who has a gross monthly income in excess of 115 percent of the applicable median income (140 percent of the applicable median family income for a purchaser or transferee of a residence in a targeted area), except that 100 percent and 120 percent shall be substituted for 115 percent and 140 percent, respectively, if the purchaser or other transferee has a family of fewer than three (3) individuals, all as provided in Sections 143 (f) and (i) (2) of the Internal Revenue Code; or
- (b) Borrower fails to occupy the property described in the Security Instrument without prior written consent of Lender or its successors or assigns described at the beginning of this Tax Exempt Financing Rider; or
- (c) Borrower omits or misrepresents a fact that is material with respect to the provisions of Section 143 of the Internal Revenue Code in an application for the loan secured by this Security Instrument.

References are to the Internal Revenue Code of 1986 as in effect of the date of execution of the Security Instrument and are deemed to include the implementing regulations.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions in this Tax Exempt Financing Rider.

Witness [Signature]

[Signature]  
Borrower  
[Signature]  
Co-Borrower

Sworn and subscribed before me this 23<sup>rd</sup> day of July, 2013.

[Signature]  
Notary Public  
6/10/17  
My Commission Expires



MRB 008 Rev. 09/04

SECOND DEED OF TRUST RIDER

- 1. This Security Instrument stands subordinate and inferior to that certain Deed of Trust, made on this 23 day of July, 2013 among and between LATRISHA EASLEY BERTHA EASLEY, as Borrower(s), T. Harris Collier, III as Trustee and Trustmark National Bank as Lender (the "First Deed of Trust"), and granting and conveying irrevocably to Trustee, in trust, with power of sale, the property.
- 2. A default or event of default by Borrower on the First Deed of Trust, as defined therein, shall also constitute, respectively, a default or event of default under this Security Instrument.
- 3. Terms capitalized herein and not otherwise defined shall bear the definitions ascribed to such terms in this Security Instrument.
- 4. By execution of this Second Deed of Trust Rider (the "Rider"), Borrower hereby agrees to incorporation of this Rider, in its entirety, into this Security Agreement and its recordation in appropriate land records, along with this Security Agreement.

Latrishia Easley  
 LATRISHA EASLEY  
Bertha Easley  
 BERTHA EASLEY

State of Mississippi

County of Leflore

Personally appeared before me, the undersigned authority in and for said county and state, on this 23 day of July 2013, within my jurisdiction, the within named LATRISHA EASLEYBERTHA EASLEY who acknowledged that \_\_\_\_\_ (he/she/they) executed the above and foregoing instrument.

My Commission Expires:

Florence M. Nunley  
 Notary Public



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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 25 2013 04:52:00PM  
In Deed of Trust  
Book 0763 Page 386  
Sam Abraham, Chancery Clerk  
By: Diane Kelly D.C.



\*00000000004612214073506272013000046555\*

WHEN RECORDED MAIL TO: Southern Bancorp Bank, P. O. Box 99, Ruleville, MS 38771, Tel. (662) 756-4343

SEND TAX NOTICES TO: Southern Bancorp Bank - East Region, P. O. Box 99, Ruleville, MS 38771, Tel. (662) 756-4343

This Modification of Deed of Trust prepared by: Southern Bancorp Bank, Loan Operations, 601 Main Street, Arkadelphia, AR 71923, (870) 246-5811

INDEXING INSTRUCTIONS: ALL OF LOTS 1, 2, 3, 4, 5 & 6 OF BLOCK 1 OF THE GREENWOOD-LEFLORE INDUSTRIAL PARK, LEFLORE COUNTY, MISSISSIPPI.

FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**

GRANTOR: A LEE ABRAHAM JR, PO BOX 8407, GREENWOOD, MS 38930, Tel. (662) 453-3000

LENDER / BENEFICIARY: Southern Bancorp Bank, Indianola Branch, 507 Highway 82 East, P. O. Box 906, Indianola, MS 38751, Tel. (662) 887-9520

THIS MODIFICATION OF DEED OF TRUST dated June 27, 2013, is made and executed between A LEE ABRAHAM JR, whose address is PO BOX 8407, GREENWOOD, MS 38930 ("Grantor") and Southern Bancorp Bank.

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated May 12, 2006 (the "Deed of Trust") which has been recorded in LEFLORE County, State of Mississippi, as follows:

FILED 05-19-2006 BOOK 649 PAGE 77.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in LEFLORE County, State of Mississippi:

See EXHIBIT A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

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**MODIFICATION OF DEED OF TRUST  
(Continued)**

Loan No: 4612214

Page 2

The Real Property or its address is commonly known as 201 EASTMAN ST, GREENWOOD, MS 38930-7003.

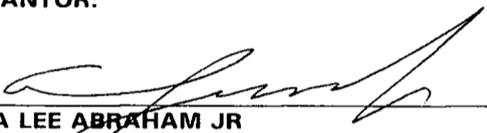
**MODIFICATION.** Lender and Grantor hereby modify the Deed of Trust as follows:

**EXTEND MATURITY DATE TO 07-05-2016.**

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

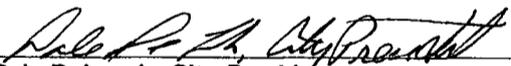
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JUNE 27, 2013.**

**GRANTOR:**

X   
A LEE ABRAHAM JR

**LENDER:**

**SOUTHERN BANCORP BANK**

X   
Dale DeLoach, City President

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MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 4612214

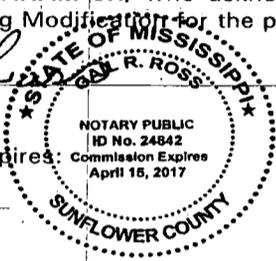
Page 3

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Mississippi )  
 ) SS  
COUNTY OF Sunflower )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 27<sup>th</sup> day of June, 20 13, within my jurisdiction, the within named **A LEE ABRAHAM JR.**, who acknowledged that he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

*Haie R. Ross*  
NOTARY PUBLIC



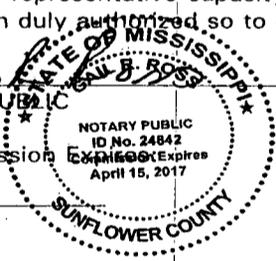
My Commission Expires: \_\_\_\_\_

LENDER ACKNOWLEDGMENT

STATE OF Mississippi )  
 ) SS  
COUNTY OF Sunflower )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 27<sup>th</sup> day of June, 20 13, within my jurisdiction, the within named **Dale DeLoach**, who acknowledged that (he)(she) is **City President of Southern Bancorp Bank** and that in said representative capacity (he)(she) executed the above and foregoing Modification, after first having been duly authorized so to do.

*Haie R. Ross*  
NOTARY PUBLIC



My Commission Expires: \_\_\_\_\_

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**MODIFICATION OF DEED OF TRUST  
(Continued)**

Loan No: 4612214

Page 4

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LASER PRO Lending, Ver. 13.1.0.004 Copr. Harland Financial Solutions, Inc. 1997, 2013. All Rights Reserved. - MS D:\HARLAND\CFILPL\G202.FC TR-46555 PR-15

EXHIBIT A

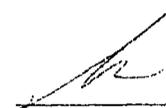
LEGAL DESCRIPTION OF PROPERTY

All of Lots 1, 2, 3, 4, 5 & 6 of Block 1 of the Greenwood-Leflore Industrial park as shown on map thereof recorded in Map Book 6 at pages 6 and 7 of the Records of Maps of Leflore County, Mississippi.

ALSO:

The East One-Half of that portion of Sycamore Street located west of and adjacent to Block 1 of the Greenwood Leflore Industrial park, as the same appears upon the plat thereof recorded in Plat Book 6 at page 6 of the Plat Records of Leflore County, Mississippi, said portion of Sycamore Street having been vacated by order of the Chancery Court of Leflore County, Mississippi dated April 6, 1993 and recorded in Deed Book 289 at page 323 of the Land Deed Records of Leflore County, Mississippi.

THIS RIDER BECOMES A PART OF DEED OF TRUST MODIFICATION DATED  
June 27, 2013.

  
\_\_\_\_\_  
A. Lee Abraham

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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 25 2013 04:52:00PM  
In Deed of Trust  
Book 0763 Page 390  
Sam Abraham, Chancery Clerk  
By: Siames Fally D.C.



\*000000000004612214073506272013000046555\*

WHEN RECORDED MAIL TO: Southern Bancorp Bank, P. O. Box 99, Ruleville, MS 38771, Tel. (662) 756-4343

SEND TAX NOTICES TO: Southern Bancorp Bank - East Region, P. O. Box 99, Ruleville, MS 38771, Tel. (662) 756-4343

This Modification of Deed of Trust prepared by: Southern Bancorp Bank, Loan Operations, 601 Main Street, Arkadelphia, AR 71923, (870) 246-5811

INDEXING INSTRUCTIONS: LOTS 1 & 2, BLOCK 5, BOULEVARD ADDITION TO NORTH GREENWOOD, CITY OF GREENWOOD, LEFLORE COUNTY, MISSISSIPPI.

FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**

GRANTOR: THE MERCANTILE, INC., PO BOX 8407, GREENWOOD, MS 38930, Tel. (662) 453-3000

LENDER / BENEFICIARY: Southern Bancorp Bank, Indianola Branch, 507 Highway 82 East, P. O. Box 906, Indianola, MS 38751, Tel. (662) 887-9520

THIS MODIFICATION OF DEED OF TRUST dated June 27, 2013, is made and executed between THE MERCANTILE, INC., whose address is PO BOX 8407, GREENWOOD, MS 38930 ("Grantor") and Southern Bancorp Bank.

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated May 12, 2006 (the "Deed of Trust") which has been recorded in LEFLORE County, State of Mississippi, as follows:

FILED 05-19-2006 PAGE 649, PAGE 69.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in LEFLORE County, State of Mississippi:

LOTS ONE AND TWO (1) AND (2) OF BLOCK FIVE (5) OF THE BOULEVARD ADDITION TO NORTH GREENWOOD, LEFLORE COUNTY, MISSISSIPPI, AS SAME ARE SHOWN ON THE MAP OF SAID

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**MODIFICATION OF DEED OF TRUST  
(Continued)**

Loan No: 4612214

Page 2

ADDITION, RECORDED IN PLAT BOOK 2, PAGE 19 OF THE RECORDS OF THE MAPS OF SAID COUNTY.

The Real Property or its address is commonly known as 201 W PARK AVE, GREENWOOD, MS 38930-3008.

**MODIFICATION.** Lender and Grantor hereby modify the Deed of Trust as follows:

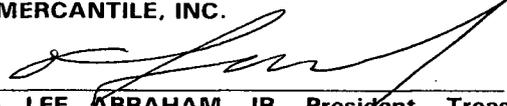
**EXTEND MATURITY DATE TO 07-05-2016.**

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JUNE 27, 2013.**

**GRANTOR:**

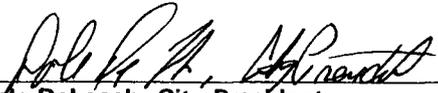
THE MERCANTILE, INC.

By: 

A LEE ABRAHAM JR, President, Treasurer, Secretary,  
Director of THE MERCANTILE, INC.

**LENDER:**

SOUTHERN BANCORP BANK

X 

Dale DeLoach, City President

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MODIFICATION OF DEED OF TRUST  
(Continued)

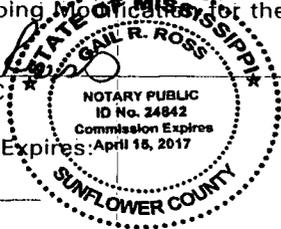
Loan No: 4612214

Page 3

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Mississippi )  
 ) SS  
COUNTY OF Sunflower )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 27<sup>th</sup> day of June, 20 13, within my jurisdiction, the within named A LEE ABRAHAM JR., who acknowledged that he or she signed, executed and delivered the above and foregoing Modification of Trust for the purposes mentioned on the day and year therein mentioned.

*Gail R. Ross*  
NOTARY PUBLIC  
My Commission Expires: April 15, 2017  


LENDER ACKNOWLEDGMENT

STATE OF Mississippi )  
 ) SS  
COUNTY OF Sunflower )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 27<sup>th</sup> day of June, 20 13, within my jurisdiction, the within named Dale DeLoach, who acknowledged that (he)(she) is City President of Southern Bancorp Bank and that in said representative capacity (he)(she) executed the above and foregoing Modification, after first having been duly authorized so to do.

*Gail R. Ross*  
NOTARY PUBLIC  
My Commission Expires: April 15, 2017  


State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 26 2013 10:30:00AM  
In Deed of Trust  
Book 0763 Page 393  
Sam Abraham, Chancery Clerk  
By: Diane Kelly D.C.

78863326  
When Recorded Return To:  
Indecomm Global Services  
2925 Country Drive  
St. Paul, MN 55117



\*DOC2350201701#####823492000000\*

WHEN RECORDED MAIL TO: ~~Regions Bank~~, Collateral Management, 201 Milan Parkway,  
Birmingham, AL 35211, Tel. (800) 896-6513

This Deed of Trust prepared by: Cindy Lee, Regions Bank, 2050 Parkway Office Circle, Hoover, AL  
35244, (800) 896-6513

INDEXING INSTRUCTIONS: LOT 1 AND 1/2 OF LOT 4, BLOCK 41 HENRY ADDITION.

FOR RECORDER'S USE ONLY



DEED OF TRUST

GRANTOR: LINDA RATLIFF, 900 FULTON ST, GREENWOOD, MS 38930, Tel. (662) 299-7145

LENDER / BENEFICIARY: Regions Bank, 201 Milan Parkway, Birmingham, AL 35211, Tel. (800)  
896-6513

TRUSTEE: Angie Dellinger, 2050 Parkway Office Circle, Hoover, AL 35244, Tel. (800) 896-6513

20131290949500

THIS DEED OF TRUST is dated June 27, 2013, among LINDA RATLIFF AKA LINDA BECK MORRIS,  
whose address is 900 FULTON ST, GREENWOOD, MS 38930; unmarried ("Grantor"); Regions Bank  
(referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Angie Dellinger  
(referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of  
Lender as Beneficiary, with power of sale, all of Grantor's right, title, and interest in and to the  
following described real property, together with all existing or subsequently erected or affixed buildings,  
improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights  
and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties,  
and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal  
and similar matters, (the "Real Property") located in LEFLORE County, State of Mississippi:

THAT CERTAIN TRACT OF LAND LOCATED IN BLOCK FORTY-ONE (41) OF THE HENRY ADDITION  
TO THE CITY OF GREENWOOD, IN LEFLORE COUNTY, MISSISSIPPI, MORE SPECIFICALLY  
DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTH BOUNDARY OF JACKSON STREET AND THE  
WEST BOUNDARY OF FULTON STREET AND PROCEED NORTH 14 DEGREES 03 MINUTES WEST  
FOR A DISTANCE OF 255.12 FEET ALONG THE WESTERN BOUNDARY OF FULTON STREET TO A  
POINT ON THE SOUTHEAST CORNER AND THE POINT OF BEGINNING OF THE TRACT HEREIN  
DESCRIBED; FROM SAID POINT OF BEGINNING CONTINUE NORTH 14 DEGREES 03 MINUTES  
WEST ALONG SAID BOUNDARY OF SAID STREET FOR A DISTANCE OF 78.33 FEET TO AN IRON  
PIN; THENCE PROCEED SOUTH 77 DEGREES 27 MINUTES WEST FOR A DISTANCE OF 146.09  
FEET TO AN IRON PIN; THENCE PROCEED SOUTH 14 DEGREES 03 MINUTES EAST FOR A  
DISTANCE OF 78.33 FEET TO AN IRON PIN; THENCE PROCEED NORTH 77 DEGREES 29  
MINUTES EAST FOR A DISTANCE OF 146.09 FEET TO THE POINT OF BEGINNING OF THE TRACT  
HEREIN DESCRIBED. SAID TRACT CONTAINING 0.263 ACRES.

A2013070200824

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**DEED OF TRUST  
(Continued)**

Page 2

**INDEXING INSTRUCTIONS: LOT 1 AND 1/2 OF LOT 4, BLOCK 41 HENRY ADDITION  
SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR  
MINERAL RIGHTS OF RECORD, IF ANY.  
BEING THE SAME PREMISES CONVEYED TO LINDA BECK MORRIS FROM CITY OF GREENWOOD,  
MISSISSIPPI BY WARRANTY DEED DATED 9/3/1985, AND RECORDED ON 9/9/1985, AT BOOK  
241, PAGE 195, IN LEFLORE COUNTY, MS.**

The Real Property or its address is commonly known as **900 FULTON ST, GREENWOOD, MS 38930.**

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the

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right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender, together with such other hazard and liability insurance as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is

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given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$10,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**LENDER'S EXPENDITURES.** If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If Lender purchases any insurance on the Property, such insurance may, in Lender's sole discretion, protect only Lender's interest. Grantor acknowledges that: insurance purchased by Lender may provide limited protection against physical damage to the Property; Grantor's equity in the Property may not be insured by such insurance; such insurance may not cover the contents of the Property; and Grantor may not be compensated by such insurance for loss or damage to personal belongings, furniture or equipment. Lender shall have no obligation to purchase any insurance on the Property. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note, or the maximum rate permitted by law, whichever is less, from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Promises.** All promises, agreements, and statements Grantor has made in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's Indebtedness is paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

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**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless

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prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness, including without limitation all future advances, when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

**EVENTS OF DEFAULT.** At Lender's option, Grantor will be in default under this Deed of Trust if any of the following happen:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Break Other Promises.** Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Deed of Trust or in any agreement related to this Deed of Trust.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

**False Statements.** Any representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Taking of the Property.** Any creditor or governmental agency tries to take any of the Property or any other of Grantor's property in which Lender has a lien. This includes taking of, garnishing of or levying on Grantor's accounts with Lender. However, if Grantor disputes in good faith whether the claim on which the taking of the Property is based is valid or reasonable, and if Grantor gives Lender written notice of the claim and furnishes Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Insecurity.** Lender in good faith believes itself insecure.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Election of Remedies.** All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations

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under this Deed of Trust, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**Sale of Property.** Grantor waives the provisions of Section 89-1-55, Mississippi Code of 1972, as amended, and any successor provisions, as far as said Section restricts the right of Trustee to offer at sale more than one hundred and sixty acres at a time, and Trustee may offer the Property as a whole or in part and in such order as the Trustee may deem best, regardless of the manner in which it may be described.

**Foreclosure.** With respect to all or any part of the Real Property, the Trustee shall, at the request of Lender, sell the Real Property after giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972, as amended, and any successor provisions, and execute a deed to the purchaser of the Real Property. Out of the proceeds arising from the sale, the costs and expenses of executing this Deed of Trust, including a reasonable Trustee's fee and the attorneys' fees prescribed in the Note or in this Deed of Trust, shall first be paid; next the amount of the Indebtedness then remaining unpaid shall be paid; and, lastly, any balance remaining shall be paid to Grantor or to Grantor's representatives agents or assigns.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and

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expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender will have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of LEFLORE County, State of Mississippi. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**NOTICES.** Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any person may change his or her address for notices under this Deed of Trust by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

**AUTHORIZATION TO OTHER LIEN HOLDERS.** The Grantor hereby authorizes the holder of any other mortgage, lien or encumbrance on any portion of the Real Property and any other party claiming any interest in the Real Property whatsoever to disclose to the Lender any and all information the Lender may request, including, without limitation: (1) the nature of such interest in or claim to the Real Property; (2) the amount of such interest or claim or of any indebtedness or obligation secured by any mortgage, lien or encumbrance; (3) the amount of any such indebtedness or obligation that is unpaid; (4) whether any amount owed on any such indebtedness or obligation is or has been in arrears; (5) whether there is or has been any default with respect to any such mortgage, lien or encumbrance or the indebtedness or obligation secured thereby; and (6) any other information regarding such interest, claim, mortgage, lien or encumbrance or the indebtedness or obligation secured thereby which the Lender may request from time to time. This authorization shall be effective without any further action, notice, authorization or consent from the Grantor and shall remain in full force and effect for so long as this Deed of Trust remains unsatisfied and has not been released.

**DEFENSE COSTS.** Subject to any limits under applicable law, in addition to the costs and expenses Grantor has agreed to pay within this Deed of Trust, Grantor will pay all costs and expenses incurred by Lender arising out of or relating to any steps or actions Lender takes to defend any unsuccessful claim, allegation, remedy or counterclaim Borrower may assert against Lender. Such costs and

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**DEED OF TRUST  
(Continued)**

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expenses shall include, without limitation, reasonable attorneys' fees and costs.

**PRIVATE FLOOD INSURANCE.** If the Property is at any time deemed to be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area and if Federal Flood Insurance is not available, Grantor agrees to obtain and maintain flood insurance in an amount equal to the full unpaid principal balance under the Note plus the amount of any prior liens on the Property. Such flood insurance will be with such insurer as is satisfactory to Lender. Such flood insurance will also be on such terms as are satisfactory to Lender, including deductible provisions, endorsements, a standard mortgagee clause in favor of Lender, and stipulations that coverage will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender with no disclaimer for failure to give such cancellation notice.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** What is written in this Deed of Trust and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Deed of Trust. To be effective, any change or amendment to this Deed of Trust must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** With respect to interest (as defined by federal law) this Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of laws provisions. In all other respects, this Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Mississippi without regard to its conflicts of law provisions. The loan transaction that is evidenced by the Note and this Deed of Trust has been approved, made, and funded, and all necessary loan documents have been accepted by Lender in the State of Alabama.

**No Waiver by Lender.** Grantor understands Lender will not give up any of Lender's rights under this Deed of Trust unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Deed of Trust. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

**Severability.** If a court finds that any provision of this Deed of Trust is not valid or should not be enforced, that fact by itself will not mean that the rest of this Deed of Trust will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Deed of Trust even if a provision of this Deed of Trust may be found to be invalid or unenforceable.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waive Jury.** All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Mississippi as to all indebtedness secured by this Deed of Trust.

**DEFINITIONS.** The following words shall have the following meanings when used in this Deed of Trust:

**Beneficiary.** The word "Beneficiary" means Regions Bank, and its successors and assigns.

**Borrower.** The word "Borrower" means LINDA RATLIFF and includes all co-signers and co-makers signing the Note and all their successors and assigns.

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**DEED OF TRUST  
(Continued)**

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**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Grantor.** The word "Grantor" means LINDA RATLIFF.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Agreement, together with interest on such amounts as provided in this Agreement, and any and all other present or future, direct or contingent liabilities or indebtedness of any person who signs the Note to the Lender of any nature whatsoever, whether classified as secured or unsecured, except that the word "Indebtedness" shall not include any debt subject to the disclosure requirements of the Federal Truth-In-Lending Act if, at the time such debt is incurred, any legally required disclosure of the lien afforded hereby with respect to such debt shall not have been made.

**Lender.** The word "Lender" means Regions Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

**Note.** The word "Note" means the promissory note dated June 27, 2013, in the original principal amount of \$30,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is July 2, 2023.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "Trustee" means Angie Dellinger, whose address is 2050 Parkway Office Circle, Hoover, AL 35244 and any substitute or successor trustees.

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DEED OF TRUST  
(Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

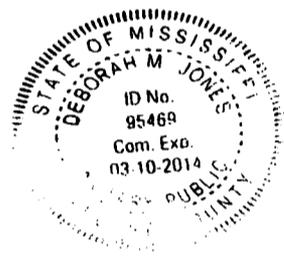
x Linda Ratliff  
LINDA RATLIFF

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Mississippi )  
 ) SS  
COUNTY OF Leflore )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 27th day of June, 20 13, within my jurisdiction, the within named LINDA RATLIFF, AKA LINDA BECK MORRIS, who acknowledged that he or she signed, executed and delivered the above and foregoing Deed of Trust for the purposes mentioned on the day and year therein mentioned.

Deborah M. Jones  
NOTARY PUBLIC  
My Commission Expires:  
MY COMMISSION EXPIRES MARCH 10, 2014



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CB&S BANK, SUCCESSOR TO CITIZENS BANK & SAVINGS COMPANY, S/B/M TO AMSOUTH BANK

TO: DEXTER K. DEATON & BRENDA J. DEATON

State of Mississippi  
County of Leflore  
I certify this document was filed and recorded  
JULY 29 2013 11:25:00AM  
In Deed of Trust  
Book 0763 Page 404  
Sam Abraham, Chancery Clerk  
By: Diane Kelly D.C.

THIS INSTRUMENT WAS PREPARED BY AND RETURN TO:  
CB&S BANK  
P.O. BOX 910  
RUSSELLVILLE, AL 35653 # 256-332-1710  
LOAN VAULT DEPARTMENT  
PREPARED BY: JUDY NIX  
#1100140391  
#54

RELEASE OF DEED OF TRUST BY  
CB&S BANK (FORMERLY KNOWN AS CITIZENS BANK AND SAVINGS  
SUCCESSOR IN INTEREST TO AMSOUTH BANK)

STATE OF MISSISSIPPI  
COUNTY OF LEFLORE

KNOWN ALL MEN BY THESE PRESENTS THAT, CB&S BANK, AS SUCCESSOR TO CITIZENS BANK AND SAVINGS COMPANY, SUCCESSOR BY MERGER TO AMSOUTH BANK, HOLDER OF SAID INSTRUMENT, DOES ACKNOWLEDGE FULL PAYMENT OF THE INDEBTNESS SECURED BY THAT CERTAIN REAL/PERSONAL PROPERTY DEED OF TRUST EXECUTED BY DEXTER K DEATON AND BRENDA J DEATON, HUSBAND AND WIFE WAS RECORDED IN THE OFFICE OF THE CHANCERY CLERK OF LEFLORE COUNTY MISSISSIPPI IN BOOK 615 PAGE 215.

IN WITNESS OF, THE UNDERSIGNED, CB&S BANK, SUCCESSOR TO CITIZENS BANK & SAVINGS COMPANY, SUCCESSOR BY MERGER TO AMSOUTH BANK, HOLDER OF SAID LIEN INSTRUMENT, HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS 28 DAY OF JUNE, 2013.

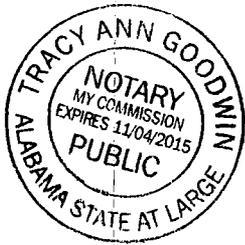
*Tonya Bell*

TONYA BELL  
SENIOR VICE PRESIDENT

STATE OF ALABAMA  
COUNTY OF FRANKLIN

I, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT TONYA BELL WHOSE NAME AS SENIOR VICE PRESIDENT OF THE ABOVE NAME CORPORATION, IS SIGNED TO THE FOREGOING INSTRUMENT, AND AS SUCH OFFICIAL AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY. GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 28 DAY OF JUNE, 2013

*Tracy Ann Goodwin*  
NOTARY PUBLIC



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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 29 2013 11:25:00AM  
In *Deed of Trust*  
Book 0763 Page 405  
Sam Abraham, Chancery Clerk  
By: *Diane Kelly* D.C.



\*#####034007152013\*

WHEN RECORDED MAIL TO: Planters Bank & Trust Company, Greenwood Branch, 915 Medallion Dr., Greenwood, MS 38930, Tel. (662) 453-1812

This Deed of Trust prepared by: ERIC MILLER, Planters Bank & Trust Company, 915 Medallion Dr., Greenwood, MS 38930, (662) 453-1812

INDEXING INSTRUCTIONS: THAT CERTAIN .43 ACRE TRACT OF LAND LOCATED IN SECTIONAL LOT 12, SECTION 34, TOWNSHIP 20 NORTH, RANGE 1 EAST, LEFLORE COUNTY, MISSISSIPPI.

FOR RECORDER'S USE ONLY

DEED OF TRUST

GRANTOR: WILLIAM R LOTT, III, P O BOX 698, GREENWOOD, MS 38935, Tel. (662) 455-2715; and KARAN P LOTT, P O BOX 698, GREENWOOD, MS 38935, Tel. (662) 455-2715

LENDER / BENEFICIARY: Planters Bank & Trust Company, Greenwood Branch, 915 Medallion Dr., Greenwood, MS 38930, Tel. (662) 453-1812

TRUSTEE: W. Dean Belk, 200 Second St, Indianola, MS 38751, Tel. (662) 887-3312

THIS DEED OF TRUST is dated July 15, 2013, among WILLIAM R LOTT, whose address is P O BOX 698, GREENWOOD, MS 38935 and KARAN P LOTT, whose address is P O BOX 698, GREENWOOD, MS 38935 ("Grantor"); Planters Bank & Trust Company (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and W. Dean Belk (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary, with power of sale, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in LEFLORE County, State of Mississippi:

See EXHIBIT A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 605 DUNKLIN, GREENWOOD, MS 38930.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

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**DEED OF TRUST  
(Continued)**

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**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property;

**DEED OF TRUST  
(Continued)**

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whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Mississippi law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender, together with such other hazard and liability insurance as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any,

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**DEED OF TRUST  
(Continued)**

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shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**LENDER'S EXPENDITURES.** If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Promises.** All promises, agreements, and statements Grantor has made in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's Indebtedness is paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of

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**DEED OF TRUST  
(Continued)**

Page 5

Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as Default, and Lender may exercise any or all of its available remedies for Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

**DEFAULT.** Grantor will be in default if payment is not made when due.

**RIGHTS AND REMEDIES ON DEFAULT.** If Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Election of Remedies.** All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Deed of Trust, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

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**DEED OF TRUST  
(Continued)**

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**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**Sale of Property.** Grantor waives the provisions of Section 89-1-55, Mississippi Code of 1972, as amended, and any successor provisions, as far as said Section restricts the right of Trustee to offer at sale more than one hundred and sixty acres at a time, and Trustee may offer the Property as a whole or in part and in such order as the Trustee may deem best, regardless of the manner in which it may be described.

**Foreclosure.** With respect to all or any part of the Real Property, the Trustee shall, at the request of Lender, sell the Real Property after giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972, as amended, and any successor provisions, and execute a deed to the purchaser of the Real Property. Out of the proceeds arising from the sale, the costs and expenses of executing this Deed of Trust, including a reasonable Trustee's fee and the attorneys' fees prescribed in the Note or in this Deed of Trust, shall first be paid; next the amount of the Indebtedness then remaining unpaid shall be paid; and, lastly, any balance remaining shall be paid to Grantor or to Grantor's representatives agents or assigns.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal

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**DEED OF TRUST  
(Continued)**

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fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender will have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of LEFLORE County, State of Mississippi. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**NOTICES.** Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any person may change his or her address for notices under this Deed of Trust by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** What is written in this Deed of Trust and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Deed of Trust. To be effective, any change or amendment to this Deed of Trust must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Mississippi without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Mississippi.

**Joint and Several Liability.** All obligations of Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust.

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**DEED OF TRUST  
(Continued)**

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**No Waiver by Lender.** Grantor understands Lender will not give up any of Lender's rights under this Deed of Trust unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Deed of Trust. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

**Severability.** If a court finds that any provision of this Deed of Trust is not valid or should not be enforced, that fact by itself will not mean that the rest of this Deed of Trust will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Deed of Trust even if a provision of this Deed of Trust may be found to be invalid or unenforceable.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waive Jury.** All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Mississippi as to all Indebtedness secured by this Deed of Trust.

**DEFINITIONS.** The following words shall have the following meanings when used in this Deed of Trust:

**Beneficiary.** The word "Beneficiary" means Planters Bank & Trust Company, and its successors and assigns.

**Borrower.** The word "Borrower" means WILLIAM R LOTT, III; and KARAN P LOTT and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Default.** The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Grantor.** The word "Grantor" means WILLIAM R LOTT, III; and KARAN P LOTT.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any

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**DEED OF TRUST  
(Continued)**

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amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

**Lender.** The word "Lender" means Planters Bank & Trust Company, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

**Note.** The word "Note" means the promissory note dated July 15, 2013, in the original principal amount of \$293,164.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is July 15, 2018.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "Trustee" means W. Dean Belk, whose address is 200 Second St, Indianola, MS 38751 and any substitute or successor trustees.

**EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.**

**GRANTOR:**

x William R Lott, III  
WILLIAM R LOTT, III

x Karan P. Lott  
KARAN P LOTT

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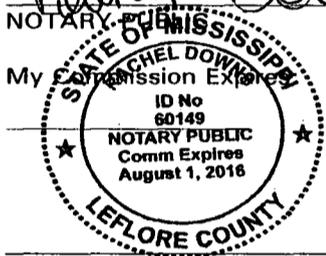
DEED OF TRUST  
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MS )  
 ) SS  
COUNTY OF Leflore )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 6th day of July, 20 15, within my jurisdiction, the within named **WILLIAM R LOTT, III** and **KARAN P LOTT**, who acknowledged that they signed, executed and delivered the above and foregoing Deed of Trust for the purposes mentioned on the day and year therein mentioned.

*[Handwritten Signature]*



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## EXHIBIT "A"

That certain .43 acre tract of land located in Sectional Lot 12, Section 34, Township 20 North, Range 1 East, Leflore County, Mississippi, being more particularly described as follows, to-wit:

Begin at the Southeast corner of Lot 85 of Section "A" of the Riverhaven Subdivision, as said subdivision is shown on the Plat recorded in Plat Book 5 at Page 30 of the Records of Maps on file in the office of the Chancery Clerk of Leflore County, Mississippi, said point being located on the northern right of way of Dunklin Avenue, and run thence North 89 degrees 17 minutes East for a distance of 24.07 feet to a point located on the northern right of way of said Dunklin Avenue, said point of being the intersection of the Northern right of way of Dunklin Avenue with the eastern boundary of the alley shown on said Plat as running along the eastern boundary of said Lot 85, and said point being the point of beginning of the tract herein described; from said point of beginning run North 89 degrees 17 minutes East along the northern right of way of said Dunklin Avenue extended eastwardly for a distance of 175 feet to a point; thence run North 0 degrees 43 minutes West for a distance of 150 feet to a point; thence run South 89 degrees 17 minutes West for a distance of 74.59 feet to a point located on the eastern boundary of the right of way of the aforesaid alley extended northerly; thence run South 33 degrees 05 minutes West along said eastern boundary of said alley as extended and as shown on said Plat for a distance of 180.5 feet to the point of beginning.

AND

That certain tract or parcel of land containing 0.095 acres lying and being situate in Section Thirty-four (S34), Township Twenty North (T20N), Range 1 East, (R1E), Leflore County, Mississippi, and being more particularly described as follows:

Beginning at the Northwest corner of lot 84 of Riverhaven Subdivision, Section "B" to the City of Greenwood, Mississippi as said Section "B" of the Riverhaven Subdivision is shown on the map of same as recorded in Plat Book 6, Page 53 of the Records of Maps of Leflore County, Mississippi; thence N 89 degrees 17' E 74.59 feet to the Northeast corner of said Lot 84; thence N 0 degrees 43' W 111.42 feet to a point on the East line of the first public alley (twenty feet wide) East of Robert E. Lee Drive; thence S 33 degrees 05' W 134.08 feet to the point of beginning.

Signed for identification:

William R. Lott, III 7/15/13  
William R Lott, III

Karan P. Lott 7/15/13  
Karan P Lott

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MIDFIRST BANK

TO

HANS CALVIN CAMPBELL &  
MARY ANNE CAMPBELL

State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 29 2013 11:25:00AM  
In Deed of Trust  
Book 0763 Page 416  
Sam Abraham, Chancery Clerk  
By: Diane Kelly D.C.

When Recorded Return To:  
MidFirst Bank  
C/O NTC 2100 Alt. 19 North  
Palm Harbor, FL 34683

Prepared By:  
E.Lance/NTC, 2100 Alt. 19  
North, Palm Harbor, FL  
34683 (800)346-9152

**AUTHORIZATION TO CANCEL**

Loan #: 0041125997

**TO THE CHANCERY CLERK OF LEFLORE COUNTY, MISSISSIPPI**

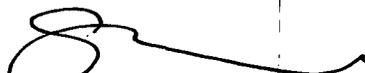
You are hereby authorized and requested to enter satisfaction of and cancel of record certain Mortgage/Deed of Trust executed by HANS CALVIN CAMPBELL AND MARY ANNE CAMPBELL to THE LOMAS & NETTLETON COMPANY and recorded in Book 312, at Page 600, and/or Document # of the Records of Deeds in the office of the Chancery Clerk of LEFLORE County, Mississippi.

SEE ATTACHED EXHIBIT A

Property is commonly known as: 501 CEDAR ST, GREENWOOD, MS 38930-5101.

Dated on 7/16 /2013 (MM/DD/YYYY)

MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION

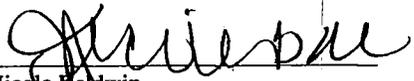
By:   
Sean Hunt  
VICE PRESIDENT

(Seal)



STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on 7/17 /2013 (MM/DD/YYYY), by Sean Hunt as VICE PRESIDENT for MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION, who, as such VICE PRESIDENT being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

  
Nicole Baldwin  
Notary Public State of FLORIDA  
Commission expires 08/05/2016



Nicole Baldwin  
Notary Public State of Florida  
My Commission # EE 222285  
Expires August 5, 2016

MMFRC 20864077 CJ5211984EB T1113075915 [C] RCNMS1



\*D0002332299\*

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**EXHIBITA**

The unexpired portion of the leasehold estate for a term of 99 years, commencing July 3, 1947 granted to W. M. Whittington by Leflore County, Mississippi by lease agreement dated May 26, 1947 recorded in Book 89, page 467 of the Land Deed Records of Leflore County, Mississippi in and to the following described property situated in the City of Greenwood, Leflore County, Mississippi, to-wit:

Lot Twelve (12) in Block Six (6) of Whittington's Southside Addition to the City of Greenwood as said lot is shown upon map of said addition recorded in Plat Book 4, page 42 of the Records of Maps of Leflore County, Mississippi.

**\*20864077\_013\***

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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 29 2013 11:25:00AM  
In *Deed of Trust*  
Book 0763 Page 418  
Sam Abraham, Chancery Clerk  
By: *Diane Kelly* D.C.

Deed of Trust

Prepared By:  
Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Return to:  
Bank of Commerce  
P O Box 546  
Greenwood, Ms 38935-0546  
662-453-4142

Grantor Information:  
Eric Mitchell & Teresa Mitchell  
6175 CR 334  
Itta Bena, MS 38941  
Ph: 662-254-7812

Grantee Information:  
Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Borrower Information:  
Eric Mitchell & Teresa Mitchell  
6175 CR 334  
Itta Bena, MS 38941  
Ph: 662-254-7812

Trustee Information:  
Terry W Green  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Beneficiary Information:  
Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Other Party to Instrument:

Indexing Instructions: This property should be indexed as Lots 7 and 8 Block 48, of the Henry Addition to the City of Greenwood, Leflore County, MS.

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THIS INSTRUMENT PREPARED BY:  
Bank of Commerce  
P.O. Box 546  
310 Howard Street  
Greenwood, MS 35935-0546  
(662)453-4142

AFTER RECORDING RETURN TO:  
Bank of Commerce  
P.O. Box 546  
310 Howard Street  
Greenwood, MS 38935-0546

(Space Above This Line For Recording Data)

LOAN NUMBER: 74448

**COMMERCIAL REAL ESTATE DEED OF TRUST  
FUTURE ADVANCES AND FUTURE OBLIGATIONS ARE SECURED BY THIS REAL ESTATE  
DEED OF TRUST**

This COMMERCIAL REAL ESTATE DEED OF TRUST, ("Security Instrument") is made on July 23, 2013 by the grantor(s) ERIC MITCHELL and TERESA MITCHELL, a married couple, whose address is 6175 COUNTY ROAD 334, ITTA BENA, Mississippi 38941 ("Grantor"). The trustee is Terry W. Green - Bank of Commerce whose address is P.O. Box 546, 310 Howard Street, Greenwood, Mississippi 38935-0546 ("Trustee"). The beneficiary is Bank of Commerce whose address is 310 Howard Street, Greenwood, Mississippi 38935 ("Lender"), which is organized and existing under the laws of the State of Mississippi. Grantor owes Lender the principal sum of Eighty Thousand One Hundred Fifty and 00/100 Dollars (U.S. \$80,150.00), which is evidenced by the promissory note dated July 23, 2013. Grantor in consideration of this loan and any future loans extended by Lender up to a maximum principal amount of Eighty Thousand One Hundred Fifty and 00/100 Dollars (U.S. \$80,150.00) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, irrevocably grants, conveys, warrants, bargains, sells, transfers, pledges and assigns to Trustee, in trust, with power of sale, the following described property located in the County of Leflore, State of Mississippi:

Address: 600 W Market St. and 108 Dewey St., Greenwood, Mississippi 38930

Legal Description: Lots Seven (7), and Eight (8) in Block 48, of the Henry Addition to the City of Greenwood, Leflore County, Mississippi.

**INDEXING INSTRUCTIONS: This property should be indexed as Lots 7 and 8 Block 48, of the Henry Addition to the City of Greenwood, Leflore County, MS.**

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir



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sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

**RELATED DOCUMENTS.** The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

**INDEBTEDNESS.** This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from ERIC MITCHELL and TERESA MITCHELL to Bank of Commerce, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

**MATURITY DATE.** The Indebtedness, if not paid earlier, shall be due on July 22, 2018.

**FUTURE ADVANCES.** To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

**CROSS COLLATERALIZATION.** It is the expressed intent of Grantor to cross collateralize all of its Indebtedness and obligations to Lender, howsoever arising and whensoever incurred, except any obligation existing or arising against the principal dwelling of any Grantor.

**WARRANTIES.** Grantor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

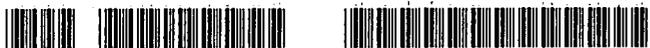
**Performance of Obligations.** Grantor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

**Defense and Title to Property.** At the time of execution and delivery of this instrument, Grantor is lawfully seized of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Grantor covenants that the Property is unencumbered and free of all liens, except for encumbrances of record acceptable to Lender. Further, Grantor covenants that Grantor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

**Condition of Property.** Grantor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

**Removal of any Part of the Property.** Grantor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

**Alterations to the Property.** Grantor promises to abstain from the commission of any waste on or in connection with the Property. Further, Grantor shall make no material alterations, additions or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions or improvements would increase the value of the Property, nor permit anyone to do so except for tenant



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improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Grantor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

**Due on Sale - Lender's Consent.** Grantor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

**Insurance.** Grantor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 10 days notice prior to cancellation. At Lender's discretion, Grantor may be required to produce receipts of paid premiums and renewal policies. If Grantor fails to obtain the required coverage, Lender may do so at Grantor's expense. Grantor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Grantor.

**Payment of Taxes and Other Applicable Charges.** Grantor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Grantor or the Property.

**Environmental Laws and Hazardous or Toxic Materials.** Grantor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Grantor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Grantor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Grantor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Grantor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Grantor or Grantor's failure to comply fully and timely with environmental laws.

**Financial Information.** Grantor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Grantor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records and files of Grantor.

**Lender's Right to Enter.** Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Grantor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Grantor.

**ASSIGNMENT OF LEASES AND RENTS.** As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Grantor hereby assigns and transfers over to Lender all rents,



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income and profits ("Rents") under any present or future leases, subleases or licenses of the Property, including any guaranties, extensions, amendments or renewals thereof, from the use of the Property. So long as Grantor is not in default, Grantor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Grantor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

**CONDEMNATION.** Grantor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

**GRANTOR'S ASSURANCES.** At any time, upon a request of Lender, Grantor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

**ATTORNEY-IN-FACT.** Grantor appoints Lender as attorney-in-fact on behalf of Grantor. If Grantor fails to fulfill any of Grantor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Grantor. This power of attorney shall not be affected by the disability of the Grantor.

**EVENTS OF DEFAULT.** The following events shall constitute default under this Security Instrument (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Grantor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Grantor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Grantor for the benefit of Grantor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership or management of Grantor or any person obligated on the Indebtedness; or
- (g) Lender deems itself insecure for any reason whatsoever.

**REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Grantor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the



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property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE GRANTOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made in it. If Lender chooses to invoke the power of sale, Lender or Trustee will provide notice of sale pursuant to applicable law. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointments confers. Grantor hereby irrevocably consents to such appointment and waives notice of any application therefor.

**NO WAIVER.** No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

**SUBSTITUTE TRUSTEE.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

**JOINT AND SEVERAL LIABILITY.** If this Security Instrument should be signed by more than one person, all persons executing this Security Instrument agree that they shall be jointly and severally bound, where permitted by law.

**SURVIVAL.** Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns and successors of Grantor.

**NOTICES AND WAIVER OF NOTICE.** Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective: (i) when it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Any such notice shall be addressed to the party given at the beginning of this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Grantor waives notice of Lender's acceptance of this Security Instrument, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform



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Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

**TO THE EXTENT PERMITTED BY LAW, GRANTOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.**

**WAIVER OF APPRAISEMENT RIGHTS.** Grantor waives all appraisal rights relating to the Property to the extent permitted by law.

**LENDER'S EXPENSES.** Grantor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

**ASSIGNABILITY.** Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Grantor. Grantor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

**GOVERNING LAW; JURISDICTION.** This Security Instrument will be governed by the laws of the State of Mississippi including all proceedings arising from this Security Instrument. The parties to this Security Instrument hereby waive any plea of jurisdiction or venue on the ground that they are not a resident of Leflore County, Mississippi, and hereby specifically authorize any action brought to enforce the Indebtedness to be instituted and prosecuted in the appropriate court of the County of Leflore or in the United States District Court for the district assigned to said County and state.

**SEVERABILITY.** If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

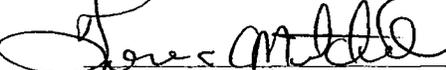
**UNIFORM COMMERCIAL CODE (U.C.C.)** Grantor grants to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property. Grantor authorizes Lender to file any financing statements required under the Uniform Commercial Code.

**ORAL AGREEMENTS DISCLAIMER.** This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**ADDITIONAL PROVISIONS.** This deed of trust represents renewal, refinancing and/or additional advances pursuant to the prior deed of trust filed for the record on March 12, 2013 in Book 0756 at Page 547 in the records maintained by the Chancery Clerk of Leflore County, MS.

By signing this Security Instrument, each Grantor acknowledges that all provisions have been read and understood.

  
ERIC MITCHELL  
Individually  
Date 7-23-13

  
TERESA MITCHELL  
Individually  
Date 7-23-13



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INDIVIDUAL ACKNOWLEDGMENT

STATE OF MISSISSIPPI )  
 )  
COUNTY OF )

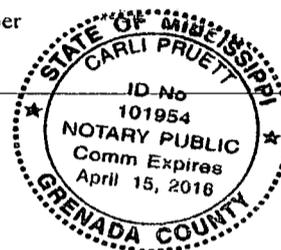
Personally appeared before me, the undersigned authority in and for the said county and state, on this 7-25-13, within my jurisdiction, the within named ERIC MITCHELL and TERESA MITCHELL, a married couple, who acknowledged that they executed the above and foregoing instrument.

My commission expires: April 15, 2016

*Carli Pruett*

Identification Number

(Affix official seal, if applicable)



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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 29 2013 11:25:00AM  
In *Deed of Trust*  
Book 0763 Page 426  
Sam Abraham, Chancery Clerk  
By: *Diana Kelly* D.C.

Deed of Trust

Prepared By:  
Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Return to:  
Bank of Commerce  
P O Box 546  
Greenwood, Ms 38935-0546  
662-453-4142

Grantor Information:  
Wayne Tollison  
Lanelle Tollison  
1201 Grand Blvd  
Greenwood, Ms 38930  
PH: 662-455-3378

Grantee Information:  
Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Borrower Information:  
Wayne Tollison  
Lanelle Tollison  
1201 Grand Blvd  
Greenwood, Ms 38930  
PH: 662-455-3378

Trustee Information:  
Terry W Green  
310 Howard Street  
Greenwood, Ms 38930  
Ph: 662-453-4142

Beneficiary Information:  
Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Other Party to Instrument:

Indexing Instructions: This property should be indexed in legal subdivision Lots 9, 10, and 11, Section 4, T19N, R1E, in the City of Greenwood, Leflore County, Ms

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**THIS INSTRUMENT PREPARED BY:**

Bank of Commerce  
P.O. Box 546  
310 Howard Street  
Greenwood, MS 35935-0546  
(662)453-4142

**AFTER RECORDING RETURN TO:**

Bank of Commerce  
P.O. Box 546  
310 Howard Street  
Greenwood, MS 38935-0546

---

(Space Above This Line For Recording Data)

LOAN NUMBER: 74393

**DEED OF TRUST**  
**THIS DEED OF TRUST CONTAINS A FUTURE ADVANCE CLAUSE**

THIS DEED OF TRUST ("Security Instrument") is made on July 22, 2013. The grantors are WAYNE TOLLISON and LANELLE TOLLISON, a married couple, whose address is 1201 Grand Blvd, Greenwood, Mississippi 38930 ("Borrower"). Borrower is not necessarily the same as the Person or Persons who sign the Note. The obligations of Borrowers who did not sign the Note are explained further in the section titled **Successors and Assigns Bound; Joint and Several Liability; Accommodation Signers**. The trustee is Terry W. Green - Bank of Commerce whose address is P.O. Box 546, 310 Howard Street, Greenwood, Mississippi 38935-0546 ("Trustee"). The beneficiary is Bank of Commerce, which is organized and existing under the laws of the State of Mississippi and whose address is 310 Howard Street, Greenwood, Mississippi 38935 ("Lender"). WAYNE TOLLISON and LANELLE TOLLISON owe Lender a principal sum of money evidenced by a note, consumer loan agreement, or similar writing dated the same date as this Security Instrument (the "Note"), which provides for periodic payments ("Periodic Payments"), with the full debt, if not paid earlier, due on August 1, 2013. The note, consumer loan agreement, or similar writing, and any future debt or obligation of Borrower to Lender as set forth in the Section titled **Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges** below (the "Secured Indebtedness"), is secured by this Security Instrument in an amount not to exceed a **MAXIMUM PRINCIPAL AMOUNT** of One Hundred Sixty-four Thousand and 00/100 Dollars (U.S. \$164,000.00). This Maximum Principal Amount does not include interest or other fees and charges made pursuant to this Security Instrument, nor does it include advances made under the terms of the Security Instrument to protect Lender's security or to perform any of the covenants contained herein. This Security Instrument secures to Lender the repayment of the Secured Indebtedness, and the performance of Borrower's covenants and agreements under this Security Instrument and the Secured Indebtedness. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, including future advances, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced to protect the security of this Security Instrument under the provisions of the section titled **Protection of**



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**Lender's Rights in the Property;** and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants, conveys, warrants, bargains, sells, transfers, pledges and assigns to Trustee, in trust, with power of sale, the following described property located in the City of Leflore, State of Mississippi:

Address: 1201 Grand Blvd, Greenwood, Mississippi 38930  
Legal Description: See Attached Exhibit "A"

**Indexing Instructions: This property should be indexed in legal subdivision Lots 9, 10, and 11, Section 4, T19N, R1E, in the City of Greenwood, Leflore County, MS.**

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

**Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges.** This Security Instrument secures to Lender the repayment of Borrower's Note, Consumer Loan Agreement, Guaranty, or similar writing executed by Borrower to Lender, more particularly described as:

- Loan number 74393 with a principal amount of \$164,000.00

and all renewals, extensions, modifications and substitutions thereof. This Security Instrument also secures: all future advances of funds from Lender to Borrower as evidenced by any promissory note, consumer loan agreement, or similar writing that may hereafter be executed by Borrower to Lender; all future obligations of Borrower to Lender; all future obligations of Borrower to Lender that may be evidenced by any contract, guaranty, or other evidence of debt hereafter executed by Borrower, and if more than one Borrower/Mortgagor has executed this Security Instrument, any one of them, in favor of Lender; and all additional funds that may be advanced by Lender to protect Lender's security interest in the property, as provided under paragraph titled Protection of Lender's Rights in the Property of this Security Instrument. All of the foregoing shall be referred to as the Secured Indebtedness. Borrower shall promptly pay when due the principal and interest on the Secured Indebtedness, and any late charges and other loan charges that may become due under the terms of the Secured Indebtedness.

**Applicable Law.** As used in this Security Instrument, the term "Applicable Law" shall mean all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

**Application of Payments.** Unless Applicable Law provides otherwise, all payments received by Lender shall be applied: first, to any prepayment charges due under the Secured Indebtedness; second, to interest due; third, to principal due; and last, to any late charges due under the Secured Indebtedness.

**Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations on time and directly to the person owed payment. At the request of Lender, Borrower shall promptly furnish to Lender receipts evidencing the payments.



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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with section titled **Protection of Lender's Rights in the Property**.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if, in Lender's sole discretion, the restoration or repair is economically feasible and Lender's security is not lessened. If, in Lender's sole discretion, the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within the number of days prescribed by Applicable Law as set forth in a notice from Lender to Borrower that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The period of time for Borrower to answer as set forth in the notice will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in the section titled **Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges** or change the amount of the payments. If under the section titled **Acceleration; Remedies**, the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Secured Indebtedness. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or



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regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this section, Lender does not have to do so.

Any amounts disbursed by Lender under this section shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate specified in the Secured Indebtedness and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or Applicable Law.

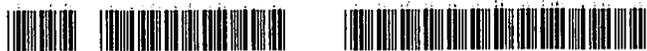
**Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless Applicable Law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within the minimum number of days established by Applicable Law after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in the section titled **Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges** or change the amount of such payments.



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**Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**Successors and Assigns Bound; Joint and Several Liability; Accommodation Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of section titled **Transfer of the Property or a Beneficial Interest in Borrower**. Borrower's covenants and agreements shall be joint and several. Any person who co-signs this Security Instrument but has no personal liability under the Secured Indebtedness ("Accommodation Signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey that Accommodation Signer's interest in the Property under the terms of the Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Secured Indebtedness without that Accommodation Signer's consent.

**Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Secured Indebtedness or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Secured Indebtedness.

**Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless Applicable Law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Borrower agrees to provide Lender with Borrower's most current mailing address, as it may change from time-to-time. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**Governing Law; Severability.** This Security Instrument shall be governed by federal law and the laws of the state of Mississippi. In the event that any provision or clause of this Security Instrument or the Secured Indebtedness conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Secured Indebtedness which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Secured Indebtedness are declared to be severable.

**Borrower's Copy.** Borrower shall be given one copy of this Security Instrument.

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) unless the Secured Indebtedness is assumable, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. If the Secured Indebtedness shows that Borrower's loan is assumable, Borrower must obtain Lender's written permission for an assumption and follow any other requirements of Lender related to an assumption. If Borrower does not do so, Lender may require immediate payment in full of all sums secured by this Security Instrument.



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If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than the minimum number of days established by Applicable Law from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**Sale of Secured Indebtedness Change of Loan Servicer.** The Secured Indebtedness or a partial interest in the Secured Indebtedness (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects periodic payments due under the Secured Indebtedness and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Secured Indebtedness. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with the section titled **Notices** and Applicable Law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by Applicable Law.

**Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the state of Mississippi that relate to health, safety or environmental protection.

**Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under the section titled **Transfer of the Property or a Beneficial Interest in Borrower**, unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than the minimum number of days established by Applicable Law from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. To the extent permitted by law, the notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. To the extent permitted by law, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give Borrower, in the manner provided in the section titled **Notices**, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by Applicable Law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in



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Leflore County as Trustee designates in the notice of sale in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. If Trustee is requested to cancel this Security Instrument, all notes evidencing debt secured by this Security Instrument shall be surrendered to Trustee. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

Oral Agreements Disclaimer. This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Additional Provisions. This deed of trust represents renewal, refinancing and/or additional advances pursuant to the prior deed of trust filed for the record on July 14, 2008 in Book 687 at Page 175 in the records maintained by the Chancery Clerk of Leflore County, Ms.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in all pages of this Security Instrument and in any Rider executed by Borrower and recorded with it.

*Wayne Tollison*  
WAYNE TOLLISON  
7-22-13  
Date

*Lanelle Tollison*  
LANELLE TOLLISON  
7-22-13  
Date

INDIVIDUAL ACKNOWLEDGMENT

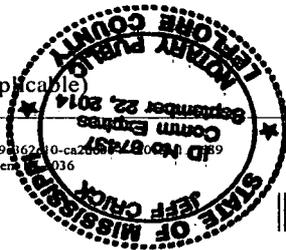
STATE OF MISSISSIPPI )  
COUNTY OF *Leflore* )

Personally appeared before me, the undersigned authority in and for the said county and state, on this *7/22/2013*, within my jurisdiction, the within named WAYNE TOLLISON and LANELLE TOLLISON, a married couple, who acknowledged that they executed the above and foregoing instrument.

My commission expires:

*Jeff Crick*  
Identification Number

(Affix official seal, if applicable)



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**EXHIBIT "A"**

Beginning at a point on the western boundary line, extended of Grand Boulevard, as the same appears on Map of the Boulevard Addition to North Greenwood, in Leflore County, Mississippi, recorded in Book 2, Page 19 of the Records of Maps of Leflore County, a distance of thirteen hundred eighty (1380) feet northerly from the intersection of the western boundary line of Grand Boulevard with the northern boundary line of Park Avenue, as shown by said Map, said point of beginning being further located and established as being fourteen hundred sixty (1460) feet North 26 degrees 33 minutes West from the Northeast corner of Block 4 of said Boulevard Addition to North Greenwood, as shown by said Map, said point of beginning being further described as being at the intersection of the North boundary of Jeff Davis Avenue (formerly known as Ninth Street) and the West boundary of Grand Boulevard; from said point of beginning run thence South 63 degrees 27 minutes West, parallel with the North boundary line of Park Avenue, as shown by said Map, a distance of 270 feet to an iron stake located on the North boundary of Jeff Davis Avenue; thence run North 26 degrees 33 minutes West parallel with the western boundary line of Grand Boulevard, extended, for a distance of 200 feet to an iron stake; thence proceed North 63 degrees 27 minutes East for a distance of 270 feet to the western boundary line of Grand Boulevard, extended; thence proceed South 26 degrees 33 minutes East, along the western boundary line, extended, of Grand Boulevard for a distance of 200 feet to the point of beginning lying and being situate in legal subdivision Lots 9, 10 and 11 in Section 4, Township 19 North, Range 1 East.

**INDEXING INSTRUCTIONS:** *This property should be indexed in legal subdivision Lots 9, 10, and 11, §4, T19N, R1E, in the City of Greenwood, Leflore County, MS.*

The above described property is hereby made a part of the Deed of Trust to which it is attached.

SIGNED FOR IDENTIFICATION

  
Wayne Tollison

  
Lanelle Tollison

Date: 7-22-13

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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 29 2013 11:25:00AM  
In Deed of Trust  
Book 0763 Page 435  
Sam Abraham, Chancery Clerk  
By: Sam Abraham D.C.



\*\*\*\*\*034007232013\*

WHEN RECORDED MAIL TO: Planters Bank & Trust Company, Greenwood Branch, 915 Medallion Dr.,  
Greenwood, MS 38930, Tel. (662) 453-1812

This Deed of Trust prepared by: JIM QUINN, Planters Bank & Trust Company, 915 Medallion Dr.,  
Greenwood, MS 38930, (662) 453-1812

INDEXING INSTRUCTIONS: SEE ATTACHED EXHIBIT A.

FOR RECORDER'S USE ONLY

**DEED OF TRUST**

GRANTOR: Syed Rafique, M.D., 333 Highway 82w, Greenwood, MS 38930, Tel. (662) 453-9180

LENDER / BENEFICIARY: Planters Bank & Trust Company, Greenwood Branch, 915 Medallion Dr.,  
Greenwood, MS 38930, Tel. (662) 453-1812

TRUSTEE: W. Dean Belk, 200 Second St, Indianola, MS 38751, Tel. (662) 887-3312

THIS DEED OF TRUST is dated July 23, 2013, among Syed Rafique, M.D., whose address is 333 Highway 82w, Greenwood, MS 38930 ("Grantor"); Planters Bank & Trust Company (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and W. Dean Belk (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary, with power of sale, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in LEFLORE County, State of Mississippi:

See EXHIBIT A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 333 HWY 82 WEST, GREENWOOD, MS 38930.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and

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**DEED OF TRUST  
(Continued)**

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use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or

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**DEED OF TRUST  
(Continued)**

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transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Mississippi law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the

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reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in

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connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the

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Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

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**Sale of Property.** Grantor waives the provisions of Section 89-1-55, Mississippi Code of 1972, as amended, and any successor provisions, as far as said Section restricts the right of Trustee to offer at sale more than one hundred and sixty acres at a time, and Trustee may offer the Property as a whole or in part and in such order as the Trustee may deem best, regardless of the manner in which it may be described.

**Foreclosure.** With respect to all or any part of the Real Property, the Trustee shall, at the request of Lender, sell the Real Property after giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972, as amended, and any successor provisions, and execute a deed to the purchaser of the Real Property. Out of the proceeds arising from the sale, the costs and expenses of executing this Deed of Trust, including a reasonable Trustee's fee and the attorneys' fees prescribed in the Note or in this Deed of Trust, shall first be paid; next the amount of the Indebtedness then remaining unpaid shall be paid; and, lastly, any balance remaining shall be paid to Grantor or to Grantor's representatives agents or assigns.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this

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section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Leflore County, State of Mississippi. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**NOTICES.** Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**RENEWAL/EXTENSION DEED OF TRUST.** This Deed of Trust is taken as a renewal and extension of and not in cancellation of previous Deed(s) of Trust dated February 6, 2003 recorded in Book 579, Page 101 in the office of the Chancery Clerk of Leflore County, Mississippi.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Mississippi without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of

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**Mississippi.**

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waive Jury.** All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Mississippi as to all Indebtedness secured by this Deed of Trust.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Beneficiary.** The word "Beneficiary" means Planters Bank & Trust Company, and its successors and assigns.

**Borrower.** The word "Borrower" means Syed Rafique, M.D. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Default.** The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Grantor.** The word "Grantor" means Syed Rafique, M.D..

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.



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DEED OF TRUST  
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Mississippi )  
 ) SS  
COUNTY OF Leflore )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 23<sup>RD</sup> day of July, 20 13, within my jurisdiction, the within named **Syed Rafique, M.D.**, who acknowledged that he or she signed, executed and delivered the above and foregoing Deed of Trust for the purposes mentioned on the day and year therein mentioned.

Patricia Jones  
NOTARY PUBLIC



My Commission Expires:  
April 13, 2016

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**EXHIBIT A**

The unexpired portion of the leasehold estate for a term of 99 years commencing July 3, 1947, granted to W. M. Whittington by Leflore County, Mississippi, by Lease Agreement dated May 26, 1947, recorded in Book 89 at page 467 of the Land Deed Records of Leflore county, Mississippi, in and to the following described property situated in the City of Greenwood, Leflore County, Mississippi, to-wit:

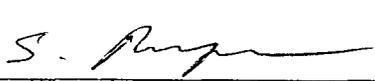
A portion of Lot 6 of Block 17 of the Whittington Southside Addition to the City of Greenwood, Leflore County, Mississippi, as said lot appears upon the plat of Block 17 and 18 of said Southside Addition recorded in Plat Book 6 at page 59 of the Record of Plats of Leflore County, Mississippi described as follows:

Begin at the Southeast corner of said Lot 6 and proceed in a northerly direction along the east boundary line of said Lot 6 a distance of 233.88' to a point on the eastern boundary line of said lot; thence proceed North 70° 33' West a distance of 90' to a point; thence proceed North 19° 41' 48" West and parallel with the east boundary line of said Lot 6 a distance of 201.05' to a point on the north boundary line of said Lot 6; thence proceed in an easterly direction along the north boundary line of said Lot 6 a distance of 90' to the Northeast corner of said Lot 6; thence proceed in a southerly direction along the east boundary line of said Lot 6 a distance of 201.65' to the point of beginning.

Also, a perpetual easement for purposes of ingress and egress over and across the following described tract of land:

Commencing at the northeast corner of Lot 6 of Block 17 of the Whittington Southside Addition to the City of Greenwood, Leflore County, Mississippi, as said lot appears upon the plat of said addition recorded in Plat Book 6 at page 59 of the Records of Plats in Leflore County, Mississippi, proceed thence in a westerly direction along the north boundary line of said Lot 6 a distance of 90' to the point of beginning of the tract herein described; thence proceed South 19° 41' 48" W along a line parallel with the east boundary line of said Lot 6 a distance of 201.05' to a point; thence proceed North 7° 33' W a distance of 15' to a point; thence proceed in a northerly direction along a line parallel with the east boundary line of said Lot 6 a distance of 201.05' to a point on the north boundary of said Lot 6; thence proceed in a easterly direction along the north boundary line of said Lot 6 a distance of 15' to the point of beginning.

**SIGNED FOR IDENTIFICATION:**

  
\_\_\_\_\_  
SYED RAFIQUE, M.D.

7/23/13  
\_\_\_\_\_  
DATE

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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 29 2013 11:25:00AM  
In Deed of Trust  
Book 0763 Page 447  
Sam Abraham, Chancery Clerk  
By: Sian Kelly D.C.



\*\*\*\*\*034007192013\*

WHEN RECORDED MAIL TO: Planters Bank & Trust Company, Greenwood Branch, 915 Medallion Dr., Greenwood, MS 38930, Tel. (662) 453-1812

This Deed of Trust prepared by: ERIC MILLER, Planters Bank & Trust Company, 915 Medallion Dr., Greenwood, MS 38930, (662) 453-1812

INDEXING INSTRUCTIONS: LOTS TWO (2), THREE (3), FOUR (4) AND FIVE (5), BLOCK EIGHT (8) OF THE WILLIAMS ADDITION AND A 5.1 ACRE TRACT, SECTION 13, TOWNSHIP 19 NORTH, RANGE 1 EAST, ALL IN THE CITY OF GREENWOOD, LEFLORE COUNTY, MISSISSIPPI.

FOR RECORDER'S USE ONLY

DEED OF TRUST

GRANTOR: Word Of Faith M. B. Church Incorporated, 207 Third Ave North, Greenwood, MS 38930, Tel. 662-453-0999

LENDER / BENEFICIARY: Planters Bank & Trust Company, Greenwood Branch, 915 Medallion Dr., Greenwood, MS 38930, Tel. (662) 453-1812

TRUSTEE: W. Dean Belk, 200 Second St, Indianola, MS 38751, Tel. (662) 887-3312

THIS DEED OF TRUST is dated July 19, 2013, among Word Of Faith M. B. Church Incorporated, whose address is 207 Third Ave North, Greenwood, MS 38930 ("Grantor"); Planters Bank & Trust Company (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and W. Dean Belk (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary, with power of sale, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in LEFLORE County, State of Mississippi:

See EXHIBIT A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 203-209 3RD AVENUE NORTH, GREENWOOD, MS 38930.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a

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**DEED OF TRUST  
(Continued)**

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timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

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(Continued)**

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**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Mississippi law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the

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casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and

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documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making,

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(Continued)**

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executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Insolvency.** The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of

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**DEED OF TRUST  
(Continued)**

Page 7

Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**Sale of Property.** Grantor waives the provisions of Section 89-1-55, Mississippi Code of 1972, as amended, and any successor provisions, as far as said Section restricts the right of Trustee to offer at sale more than one hundred and sixty acres at a time, and Trustee may offer the Property as a whole or in part and in such order as the Trustee may deem best, regardless of the manner in which it may be described.

**Foreclosure.** With respect to all or any part of the Real Property, the Trustee shall, at the request of Lender, sell the Real Property after giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972, as amended, and any successor provisions, and execute a deed to the purchaser of the Real Property. Out of the proceeds arising from the sale, the costs and expenses of executing this Deed of Trust, including a reasonable Trustee's fee and the attorneys' fees prescribed in the Note or in this Deed of Trust, shall first be paid; next the amount of the Indebtedness then remaining unpaid shall be paid; and, lastly, any balance remaining shall be paid to Grantor or to Grantor's representatives agents or assigns.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and

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**DEED OF TRUST  
(Continued)**

Page 8

expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of LEFLORE County, State of Mississippi. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**NOTICES.** Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

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**DEED OF TRUST  
(Continued)**

Page 9

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Mississippi without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Mississippi.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waive Jury.** All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Mississippi as to all Indebtedness secured by this Deed of Trust.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Beneficiary.** The word "Beneficiary" means Planters Bank & Trust Company, and its successors and assigns.

**Borrower.** The word "Borrower" means Word Of Faith M. B. Church Incorporated and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Default.** The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Grantor.** The word "Grantor" means Word Of Faith M. B. Church Incorporated.

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**DEED OF TRUST  
(Continued)**

Page 10

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

**Lender.** The word "Lender" means Planters Bank & Trust Company, its successors and assigns.

**Note.** The word "Note" means the promissory note dated July 19, 2013, in the original principal amount of \$119,863.47 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is July 20, 2018.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "Trustee" means W. Dean Belk, whose address is 200 Second St, Indianola, MS 38751 and any substitute or successor trustees.

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DEED OF TRUST  
(Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

WORD OF FAITH M. B. CHURCH INCORPORATED

By: [Signature]  
Margaret Buchanan, Trustee of Word Of Faith M. B. Church Incorporated

By: [Signature]  
Sharon D Murry, Trustee of Word Of Faith M. B. Church Incorporated

By: [Signature]  
Tommie Mcclung, Jr, Trustee of Word Of Faith M. B. Church Incorporated

CORPORATE ACKNOWLEDGMENT

STATE OF MS )  
 ) SS  
COUNTY OF Leflore )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 19th day of July, 2012, within my jurisdiction, the within named Margaret Buchanan, Trustee of Word Of Faith M. B. Church Incorporated; Sharon D Murry, Trustee of Word Of Faith M. B. Church Incorporated; and Tommie Mcclung, Jr, Trustee of Word Of Faith M. B. Church Incorporated, a Mississippi corporation, and acknowledged that for and on behalf of the said corporation, and as its act and deed, they signed, executed and delivered the above and foregoing Deed of Trust for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said corporation so to do.

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 60149  
NOTARY PUBLIC  
Comm Expires August 1, 2016  
LEFLORE COUNTY

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## EXHIBIT "A"

Lots Two (2), Three (3), Four (4) and Five (5) of Block Eight (8) of the Williams Addition to the City of Greenwood, in Leflore County, Mississippi, as the same are shown upon the plat of said Addition Recorded in Map Book 1, at Page 9, of the Records of Maps on file in the office of the Chancery Clerk of said Leflore County, Mississippi.

## AND

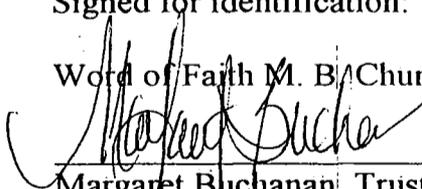
Description of a 5.1 acre tract of land located in part of Section 13, T19N, R1E, Leflore County, MS.

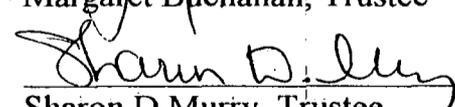
Begin at the Northeast corner of Lot 1, Block 9 of the Williams Addition to the City of Greenwood, MS as the Point of Beginning and proceed North for a distance of 520.00 feet; thence proceed East for a distance of 200.00 feet; thence proceed South for a distance of 180.00 feet; thence proceed East for a distance of 246.00 feet; thence proceed South for a distance of 151.77 feet; thence proceed S 05° 54' 19" W for a distance of 60.00 feet to the Southwest corner of Lot 5 of the MBM Subdivision; thence proceed West for a distance of 239.75 feet; thence proceed South for a distance of 455.77 feet; thence proceed West for a distance of 200.00 feet; thence proceed North for a distance of 300.00 feet to the Point of Beginning.

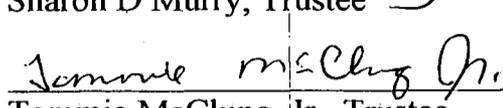
**INDEXING INSTRUCTIONS:** *This property should be indexed as Lots Two (2), Three (3), Four (4) and Five (5), Block Eight (8) of the Williams Addition and a 5.1 acre tract, Section 13, Township 19 North, Range 1 East, all in the City of Greenwood, Leflore County, Mississippi.*

Signed for identification:

Word of Faith M. B. Church, Incorporated

  
Margaret Buchanan, Trustee

  
Sharon D Murry, Trustee

  
Tommie McClung, Jr., Trustee

EQUITABLE MORTGAGE CORP. OF COLUMBIA TO ALTEGRA CREDIT COMPANY  
Prepared by Peirson & Peirson, 4400 Alpha Road, Dallas, TX 75244-4516

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Loan# 106-1112008504

Loan No.: 353424593

ASSIGNMENT AND TRANSFER OF LIEN

THE STATE OF Mississippi  
COUNTY OF Leflore

KNOW ALL MEN BY THESE PRESENTS:

That Equitable Mortgage Corp. of Columbia, 113 Reed Ave, Lexington, SC 29072

acting herein by and through its duly authorized officers, hereinafter called transferor, of the County/Parish of Lexington, and State of South Carolina, for and in consideration of TEN AND NO/100 DOLLARS CASH, AND OTHER GOOD AND VALUABLE CONSIDERATION, to it in hand paid by Altegra Credit Company, 150 Allegheny Center, Pittsburgh, PA 15212

hereinafter called transferee, the receipt of which is hereby acknowledged, has this day Sold, Conveyed, Transferred and Assigned and by these presents does Sell, Convey, Transfer and Assign unto the said transferee the hereinafter described indebtedness.

AND transferor further Grants, Sells and Conveys unto the transferee all the rights, title, interest and liens owned or held by transferor in the hereinafter described land by virtue of said indebtedness herein conveyed and assigned.

TO HAVE AND TO HOLD unto the said transferee, transferee's heirs and assigns the following described indebtedness together with all and singular the following mentioned lien and any and all liens, rights, equities, remedies, privileges, titles and interest in and to said land, which transferor has by virtue of being legal holder and owner of said indebtedness.

SAID INDEBTEDNESS, LIENS AND LAND BEING DESCRIBED AS FOLLOWS:  
One certain promissory note executed by LAURA ANN BAILEY

and payable to the order of Equitable Mortgage Corp. of Columbia

in the sum of \$ 60,775.00 dated November 6, 1998 and bearing interest and due and payable in monthly installments as therein provided.

Said note being secured by Security Instrument of even date therewith to Equitable Mortgage Corp. of Columbia, Lender, duly recorded in the Real Property Records of Leflore County, Mississippi and secured by the liens therein expressed, on the following described lot, tract, or parcel of land, lying and being situated in Leflore County, Mississippi to wit:

SEE ATTACHED EXHIBIT "A"  
\* on 11/12/98 Book 490 Page 341

Lot 11, Section B, Terrace Gardens Addition

Record and Return to:  
America's Servicing Company  
1003 E. Brier Drive  
Mac X0501-022  
San Bernardino, CA 92408

Loan# 1112008504

EXECUTED without recourse on the undersigned to be effective on the 10th day of November, 1998  
Equitable Mortgage Corp. of Columbia

STATE OF MISSISSIPPI  
COUNTY OF LEFLORE  
I CERTIFY THIS DOCUMENT WAS FILED  
AND RECORDED July 29, 2013  
AT 11:25 A.M. IN 763 BOOK NO.  
763 PAGE 459  
SAM ABRAHAM, CHANCERY CLERK  
BY: Diane Kelly DC

By: Beth Miller  
Beth Miller  
Vice President

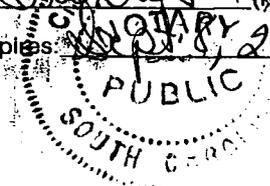
THE STATE OF South Carolina  
COUNTY OF Lexington

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16 day of Nov, 98, within my jurisdiction, the within named Beth Miller who acknowledged that (he) (she) is Vice President of Equitable Mortgage Corp. of Columbia

a corporation, and that for and on behalf of the said corporation, and as its act and deed (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Please Return to:  
Equitable Mortgage Corp. of Columbia  
113 REED AVENUE  
Lexington, SC 29072  
Attn: Beth Miller

Cindy A. Miller (NOTARY PUBLIC)  
My Commission expires: September 30, 2007  
Affix official seal



ASSIGNMENT AND TRANSFER OF LIEN WITHOUT RECOURSE

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## Exhibit "A"

Indexing Instructions: Lot 11, Section B, Terrace Gardens Addition

the unexpired portion of the leasehold estate for a term of ninety-nine (99) years commencing July 3, 1947, granted to W. N. Whittington by Leflore County, Mississippi, by Lease Agreement dated May 26, 1947, and recorded in Book 89, Page 467 of the Land Deed Records of Leflore County, Mississippi, in and to the following described property, to-wit:

Lot Eleven (11) of Section "B" of Terrace Gardens Addition to the City of Greenwood, Leflore County, Mississippi, as said Addition is shown by Map thereof recorded in Plat Book 6, Page 21 of the Records of Maps of Leflore County, Mississippi, on file in the office of the Clerk of the Chancery Court thereof.

NATIONAL CITY HOME LOAN SERVICES F/K/A ALTEGRA CREDIT COMPANY TO

HSBC BANK USA, AS TRUSTEE

461

MISSISSIPPI

106-1112008504

COUNTY OF LEFLORE LOAN NO 6000021473

~~Loan #~~

POOL NO



Assignment-Interv.-Recorded

PREPARED BY SECURITY CONNECTIONS, INC. WHEN RECORDED MAIL TO:

Record and Return to: America's Servicing Company 1003 E. Brier Drive Mac X0501-022 San Bernardino, CA 92408

ASSIGNMENT OF DEED OF TRUST AND ACKNOWLEDGEMENT

FOR VALUE RECEIVED, NATIONAL CITY HOME LOAN SERVICES F/K/A Altegra Credit Company

located at 150 ALLEGHENY CENTER, PITTSBURGH, PA 15212

hereby sells, assigns, transfers and sets over upon it to:

HSBC Bank USA, as Trustee  
under the applicable agreement

located at, 452 Fifth Ave, 5th Floor, New York, NY 10018

as Assignee, its successors, representatives and assigns, all its rights, title and interest in and to a Deed of Trust (or Deed to Secure Debt) executed by LAURA ANN BAILEY

to EQUITABLE MORTGAGE CORP. OF COLUMBIA

dated NOVEMBER 6, 1998 and recorded in Deed Book 490, at page 341, and Document No. \_\_\_\_\_, in the office of the Chancery Clerk of LEFLORE County, Mississippi.

Indexing Instructions: Lot 11, Section B, Terrace Gardens Addition  
\* on 11/12/98

The Assignor herein has this day assigned to the Assignee herein the note secured by this Deed and this transfer is made to secure the Assignee its successors, representatives and assigns, in the payment of said note.

STATE OF MISSISSIPPI  
COUNTY OF LEFLORE  
I CERTIFY THIS DOCUMENT WAS FILED  
AND RECORDED July 29 2013  
AT 11:26 A.M. IN D/T BOOK NO. 763 PAGE 461  
SAM ABRAHAM, CHANCERY CLERK  
BY: Diana Kelly DC



Loan No.

(NMRI.MS)

C=S.327.0001  
P=S.001.01124

Page 1 of 2

J=NC8103103A1.S.00527



HSBC BANK USA, NATIONAL ASSOCIATION TO  
AS TRUSTEE

LAURA ANN BAILEY

463

State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 29 2013 11:27:00AM  
In Deed of Trust  
Book 0763 Page 463  
Sam Abraham, Chancery Clerk  
By: Diane Kelly D.C.

Recording Requested By: AMERICA'S SERVICING COMPANY

Prepared By: Toylen Clarrett (106), AMERICA'S SERVICING COMPANY 1003 E BRIER DR, SAN BERNARDINO, CA 92408 866-430-0675  
When Recorded Return To: LIEN RELEASE DEPT, AMERICA'S SERVICING COMPANY MAC X0501-022 P.O. BOX 50005, SAN BERNARDINO, CA 92412



**DEED OF RELEASE**

America's Servicing Company #:1112008504 "BAILEY" Lender ID:M50100/6000021473 Leflore, Mississippi

KNOW ALL MEN BY THESE PRESENTS that Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage, Inc. as Attorney In Fact for HSBC Bank USA, National Association as Trustee at 1003 E BRIER DR, SAN BERNARDINO, CA 92408 Phone: 866-430-0675 holder of a certain Deed of Trust, whose parties, dates and recording information are below, does hereby acknowledge that it has received full payment and satisfaction of the same, and in consideration thereof, does hereby Cancel, discharge and Reconvey said Deed of Trust, and the estate, title and interest now held by it under said Deed of Trust without warranty, to the person legally entitled thereto.

Original Trustor: LAURA ANN BAILEY Address: 1007 CHERRY ST, GREENWOOD, MS 38930 Phone: -

Original Beneficiary: EQUITABLE MORTGAGE CORP. OF COLUMBIA Address: 113 REED AVENUE

LEXINGTON, SC 29072 Phone: N/A

Original Trustee: ROBERT FRAPPIER at Address: 3750 HILLCREST PLAZA DR STE. 313 DALLAS, TX 75230 Phone: N/A

Dated: 11/06/1998 Recorded on 11/12/1998 as in Book/Reel/Liber: 490 Page/Folio: 341 as Instrument No.: N/A  
In the Records of the County Recorder of Leflore Mississippi

Property Address: 1007 CHERRY ST, GREENWOOD, MS 38930  
Indexing Instructions: LOT 11, SECTION B, TERRACE GARDENS ADDITION

IN WITNESS WHEREOF, the undersigned, by the officer duly authorized, has duly executed the foregoing instrument.

Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage, Inc. as Attorney In Fact for HSBC Bank USA, National Association as Trustee  
On July 24th, 2013

By: W. Carpenter  
WEDNESDAY CARPENTER, Vice President  
Loan Documentation

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DEED OF RELEASE Page 2 of 2

STATE OF California  
COUNTY OF San Bernardino

On July 24th, 2013 before me, LAURA LEVARIO, Notary Public, personally appeared WEDNESDAY CARPENTER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

*Laura Levario*  
LAURA LEVARIO

Notary Expires: 08/09/2014 #1898865



(This area for notarial seal)

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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 29 2013 02:07:00PM  
In *Deed of Trust*  
Book 0763 Page 465  
Sam Abraham, Chancery Clerk  
By: *Samuel Kelly* D.C.

Deed of Trust

Prepared By:  
Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Return to:  
Bank of Commerce  
P O Box 546  
Greenwood, Ms 38935-0546  
662-453-4142

Borrower Information:  
Alan Joseph Gorman and  
Katherine Shelby Ussery Gorman  
603 Emerson  
Greenwood, MS 38930  
662/574-5804

Grantee Information:  
Bank of Commerce  
310 Howard Street  
Greenwood, MS 38935-0546  
662-453-4142

Grantor Information:  
Alan Joseph Gorman and  
Katherine Shelby Ussery Gorman  
603 Emerson  
Greenwood, MS 38930  
662/574-5804

Trustee Information:  
310 Howard Street  
Greenwood, MS 389035-0546  
662-453-4142

Beneficiary Information:  
Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662/453-4142

Other Party to Instrument:  
Name N/A  
Street N/A  
City, State, Zip

Indexing Instructions: 25' off the W side of Lt. 1, Bl. 10 and 50' off the E side of Lot 2  
Bl. 10 of the Blvd. Addition to the City of Greenwood, Leflore Co., MS

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THIS INSTRUMENT PREPARED BY:  
Bank of Commerce  
P.O. Box 546  
310 Howard Street  
Greenwood, MS 35935-0546  
(662)453-4142

AFTER RECORDING RETURN TO:  
Bank of Commerce  
P.O. Box 546  
310 Howard Street  
Greenwood, MS 38935-0546

(Space Above This Line For Recording Data)

LOAN NUMBER: 74384

**DEED OF TRUST**  
**THIS DEED OF TRUST CONTAINS A FUTURE ADVANCE CLAUSE**

THIS DEED OF TRUST ("Security Instrument") is made on July 29, 2013. The grantors are ALAN JOSEPH GORMAN and KATHERINE SHELBY USSERY GORMAN, whose address is 200 Hartness St. Apt E-2, Starkville, Mississippi 39759 ("Borrower"). Borrower is not necessarily the same as the Person or Persons who sign the Note. The obligations of Borrowers who did not sign the Note are explained further in the section titled **Successors and Assigns Bound; Joint and Several Liability; Accommodation Signers**. The trustee is Terry W. Green - Bank of Commerce whose address is P.O. Box 546, 310 Howard Street, Greenwood, Mississippi 38935-0546 ("Trustee"). The beneficiary is Bank of Commerce, which is organized and existing under the laws of the State of Mississippi and whose address is 310 Howard Street, Greenwood, Mississippi 38935 ("Lender"). ALAN JOSEPH GORMAN and KATHERINE SHELBY USSERY GORMAN owe Lender a principal sum of money evidenced by a note, consumer loan agreement, or similar writing dated the same date as this Security Instrument (the "Note"), which provides for periodic payments ("Periodic Payments"), with the full debt, if not paid earlier, due on July 28, 2018. The note, consumer loan agreement, or similar writing, and any future debt or obligation of Borrower to Lender as set forth in the Section titled **Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges** below (the "Secured Indebtedness"), is secured by this Security Instrument in an amount not to exceed a **MAXIMUM PRINCIPAL AMOUNT** of One Hundred Twenty-seven Thousand Three Hundred and 00/100 Dollars (U.S. \$127,300.00). This Maximum Principal Amount does not include interest or other fees and charges made pursuant to this Security Instrument, nor does it include advances made under the terms of the Security Instrument to protect Lender's security or to perform any of the covenants contained herein. This Security Instrument secures to Lender the repayment of the Secured Indebtedness, and the performance of Borrower's covenants and agreements under this Security Instrument and the Secured Indebtedness. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, including future advances, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced to protect the security of this Security Instrument under the



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provisions of the section titled **Protection of Lender's Rights in the Property**; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants, conveys, warrants, bargains, sells, transfers, pledges and assigns to Trustee, in trust, with power of sale, the following described property located in the City of Leflore, State of Mississippi:

Address: 114 East Harding, Greenwood, Mississippi 38930

Legal Description: Twenty-Five (25) feet off the West Side of Lot One (1), in Block Ten (10), and Fifty Feet off the East side of Lot Two (2), in Block Ten (10) of the Boulevard Addition to the City of Greenwood, Leflore County, Mississippi, as shown by Map of said Addition recorded in Book 2, page 19, of the Records of Maps on file in the office of the Chancery Clerk of Leflore County, Mississippi

**Indexing Instructions: 25' off the W side of Lt. 1, Bl 10 and 50 ' off the E side of Lot 2, Bl. 10 of the Blvd. Addn. to the City of Greenwood, Leflore Co., MS**

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

**Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges.** This Security Instrument secures to Lender the repayment of Borrower's Note, Consumer Loan Agreement, Guaranty, or similar writing executed by Borrower to Lender, more particularly described as:

- Loan number 74384 with a principal amount of \$127,300.00

and all renewals, extensions, modifications and substitutions thereof. This Security Instrument also secures: all future advances of funds from Lender to Borrower as evidenced by any promissory note, consumer loan agreement, or similar writing that may hereafter be executed by Borrower to Lender; all future obligations of Borrower to Lender; all future obligations of Borrower to Lender that may be evidenced by any contract, guaranty, or other evidence of debt hereafter executed by Borrower, and if more than one Borrower/Mortgagor has executed this Security Instrument, any one of them, in favor of Lender; and all additional funds that may be advanced by Lender to protect Lender's security interest in the property, as provided under paragraph titled Protection of Lender's Rights in the Property of this Security Instrument. All of the foregoing shall be referred to as the Secured Indebtedness. Borrower shall promptly pay when due the principal and interest on the Secured Indebtedness, and any late charges and other loan charges that may become due under the terms of the Secured Indebtedness.

**Applicable Law.** As used in this Security Instrument, the term "Applicable Law" shall mean all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

**Application of Payments.** Unless Applicable Law provides otherwise, all payments received by Lender shall be applied: first, to any prepayment charges due under the Secured Indebtedness; second, to interest due; third, to principal due; and last, to any late charges due under the Secured Indebtedness.

**Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any.



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Borrower shall pay these obligations on time and directly to the person owed payment. At the request of Lender, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with section titled **Protection of Lender's Rights in the Property**.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if, in Lender's sole discretion, the restoration or repair is economically feasible and Lender's security is not lessened. If, in Lender's sole discretion, the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within the number of days prescribed by Applicable Law as set forth in a notice from Lender to Borrower that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The period of time for Borrower to answer as set forth in the notice will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in the section titled **Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges** or change the amount of the payments. If under the section titled **Acceleration; Remedies**, the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Secured Indebtedness. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.



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**Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this section, Lender does not have to do so.

Any amounts disbursed by Lender under this section shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate specified in the Secured Indebtedness and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or Applicable Law.

**Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless Applicable Law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within the minimum number of days established by Applicable Law after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.



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Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in the section titled **Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges** or change the amount of such payments.

**Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**Successors and Assigns Bound; Joint and Several Liability; Accommodation Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of section titled **Transfer of the Property or a Beneficial Interest in Borrower**. Borrower's covenants and agreements shall be joint and several. Any person who co-signs this Security Instrument but has no personal liability under the Secured Indebtedness ("Accommodation Signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey that Accommodation Signer's interest in the Property under the terms of the Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Secured Indebtedness without that Accommodation Signer's consent.

**Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Secured Indebtedness or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Secured Indebtedness.

**Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless Applicable Law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Borrower agrees to provide Lender with Borrower's most current mailing address, as it may change from time-to-time. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**Governing Law; Severability.** This Security Instrument shall be governed by federal law and the laws of the state of Mississippi. In the event that any provision or clause of this Security Instrument or the Secured Indebtedness conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Secured Indebtedness which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Secured Indebtedness are declared to be severable.

**Borrower's Copy.** Borrower shall be given one copy of this Security Instrument.

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) unless the Secured Indebtedness is assumable, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. If the Secured Indebtedness shows that Borrower's loan is assumable, Borrower must obtain Lender's written permission for an



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assumption and follow any other requirements of Lender related to an assumption. If Borrower does not do so, Lender may require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than the minimum number of days established by Applicable Law from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**Sale of Secured Indebtedness Change of Loan Servicer.** The Secured Indebtedness or a partial interest in the Secured Indebtedness (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects periodic payments due under the Secured Indebtedness and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Secured Indebtedness. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with the section titled **Notices** and Applicable Law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by Applicable Law.

**Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the state of Mississippi that relate to health, safety or environmental protection.

**Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under the section titled **Transfer of the Property** or a **Beneficial Interest** in Borrower, unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than the minimum number of days established by Applicable Law from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. To the extent permitted by law, the notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. To the extent permitted by law, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

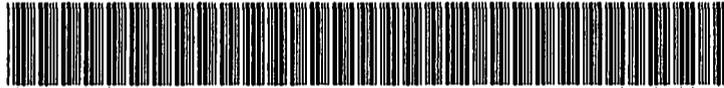
If Lender invokes the power of sale, Lender shall give Borrower, in the manner provided in the section titled **Notices**, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public





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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 29 2013 03:58:00PM  
In Deed of Trust  
Book 0763 Page 473  
Sam Abraham, Chancery Clerk  
By: Aimee Kelly D.C.



\*#####034007292013\*

WHEN RECORDED MAIL TO: Planters Bank & Trust Company, Greenville Branch, 424 Washington Ave., Greenville, MS 38701, Tel. (662) 335-5258

This Deed of Trust prepared by: PARKER ENGLAND, Planters Bank & Trust Company, 424 Washington Ave., Greenville, MS 38701, (662) 335-5258

INDEXING INSTRUCTIONS: LOT 22, GREEN ACRES SUBD, GREENWOOD, LEFLORE COUNTY, MS.

FOR RECORDER'S USE ONLY

DEED OF TRUST

GRANTOR: Christopher Leahman, 1262 Glendale Circle, Greenwood, MS 38930, Tel. (662) 299-1572

LENDER / BENEFICIARY: Planters Bank & Trust Company, Greenville Branch, 424 Washington Ave., Greenville, MS 38701, Tel. (662) 335-5258

TRUSTEE: Harold H Mitchell Jr, 923 Washington Ave, Greenville, MS 38701, Tel. (662) 335-6011

THIS DEED OF TRUST is dated July 29, 2013, among Christopher Leahman, whose address is 1262 Glendale Circle, Greenwood, MS 38930 ("Grantor"); Planters Bank & Trust Company (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Harold H Mitchell Jr (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary, with power of sale, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in LEFLORE County, State of Mississippi:

See EXHIBIT A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 417 HOPE ST, GREENWOOD, MS 38930.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

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**DEED OF TRUST  
(Continued)**

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**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed,

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installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Mississippi law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has

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not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

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**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by

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applicable law.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**Sale of Property.** Grantor waives the provisions of Section 89-1-55, Mississippi Code of 1972, as

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amended, and any successor provisions, as far as said Section restricts the right of Trustee to offer at sale more than one hundred and sixty acres at a time, and Trustee may offer the Property as a whole or in part and in such order as the Trustee may deem best, regardless of the manner in which it may be described.

**Foreclosure.** With respect to all or any part of the Real Property, the Trustee shall, at the request of Lender, sell the Real Property after giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972, as amended, and any successor provisions, and execute a deed to the purchaser of the Real Property. Out of the proceeds arising from the sale, the costs and expenses of executing this Deed of Trust, including a reasonable Trustee's fee and the attorneys' fees prescribed in the Note or in this Deed of Trust, shall first be paid; next the amount of the Indebtedness then remaining unpaid shall be paid; and, lastly, any balance remaining shall be paid to Grantor or to Grantor's representatives agents or assigns.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

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**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of LEFLORE County, State of Mississippi. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**NOTICES.** Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Mississippi without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Mississippi.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of

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**DEED OF TRUST  
(Continued)**

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Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waive Jury.** All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Mississippi as to all Indebtedness secured by this Deed of Trust.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Beneficiary.** The word "Beneficiary" means Planters Bank & Trust Company, and its successors and assigns.

**Borrower.** The word "Borrower" means Christopher Leahman and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Default.** The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Grantor.** The word "Grantor" means Christopher Leahman.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any

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**DEED OF TRUST  
(Continued)**

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and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

**Lender.** The word "Lender" means Planters Bank & Trust Company, its successors and assigns.

**Note.** The word "Note" means the promissory note dated July 29, 2013, in the original principal amount of \$20,668.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is August 10, 2018.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "Trustee" means Harold H Mitchell Jr, whose address is 923 Washington Ave, Greenville, MS 38701 and any substitute or successor trustees.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.**

**GRANTOR:**

x   
Christopher Leahman

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DEED OF TRUST  
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF MS )  
 ) SS  
COUNTY OF Leflore )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 29th day of July, 20 15, within my jurisdiction, the within named **Christopher Leahman**, who acknowledged that he or she signed, executed and delivered the above and foregoing Deed of Trust for the purposes mentioned on the day and year therein mentioned.

*[Handwritten Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires  
ID No 80149  
NOTARY PUBLIC  
Comm Expires August 1, 2016  
LEFLORE COUNTY

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**Exhibit A**

**Lot 22 of the Green Acres Subdivision in Leflore County, Mississippi, as the same appears upon the map recorded in Plat Book 4 at Page 23 in the office of the clerk of the chancery court of said county.**

**Said property is further identified as parcel number 08411040500900 on the tax rolls of Leflore County, Mississippi.**

Signed for identification:

*Christopher Lehman* 7/24/13  
Christopher Lehman Date

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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 30 2013 10:15:00AM  
In Deed of Trust  
Book 0763 Page 485  
Sam Abraham, Chancery Clerk  
By: Diane Kelly D.C.

Recording Requested By: BAYVIEW LOAN SERVICING, LLC

Prepared By: Andrea Kitrel, BAYVIEW LOAN SERVICING, LLC. 4425 PONCE DE LEON BLVD., 5TH FLOOR, CORAL GABLES, FL 33146 (305) 646-3942  
When Recorded Return To: RAMONA CAREAGA, BAYVIEW LOAN SERVICING, LLC 4425 PONCE DE LEON BLVD SUITE 500, CORAL GABLES, FL 33146

RECORD & RETURN TO  
CT LIEN SOLUTIONS  
P.O. BOX 28071  
Glendale, CA 91209-8071  
39157310-MS83-Leflore 15795

**CORPORATE ASSIGNMENT OF DEED OF TRUST**

Leflore, Mississippi  
SELLER'S SERVICING #: 000342110A "BROWN"

MERS #: 1002596-0000453167-2 SIS #: 1-888-679-6377

Date of Assignment: July 24th, 2013  
Assignor: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR COATS & CO., INC. ITS SUCCESSORS AND ASSIGNS at P.O. BOX 2026, FLINT, MI 48501-2026 Phone: 1-888-679-6377  
Assignee: BAYVIEW LOAN SERVICING, LLC A DELAWARE LIMITED LIABILITY COMPANY at 4425 PONCE DE LEON BLVD., 5TH FLOOR, CORAL GABLES, FL 33146 Phone: 305-646-3942  
Original Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS NOMINEE FOR COATS & CO., INC.,

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC is at 1901 E Voorhees Street, Suite C, Danville, IL 61834, P.O. BOX 2026, FLINT, MI 48501-2026

Executed By: CYNTHIA SMITH BLACKBURN, A SINGLE PERSON at 401 W. BARTON AVENUE GREENWOOD, MS 38930 Phone: To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS NOMINEE FOR COATS & CO., INC.,  
Date of Deed of Trust: 11/20/2006 Recorded: 11/20/2006 in Book/Reel/Liber: 658 Page/Folio: 552 as Instrument No.: N/A In the County of Leflore, State of Mississippi.

Property Address: 401 W. BARTON AVENUE, GREENWOOD, MS 38930

Indexing Instructions: 08504041500100

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Deed of Trust having an original principal sum of \$74,805.00 with interest, secured thereby, with all moneys now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's beneficial interest under the Deed of Trust.

TO HAVE AND TO HOLD the said Deed of Trust, and the said property unto the said Assignee forever, subject to the terms contained in said Deed of Trust. IN WITNESS WHEREOF, the assignor has executed these presents the day and year first above written:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR COATS & CO., INC. ITS SUCCESSORS AND ASSIGNS  
On July 24th, 2013

By: [Signature]  
DAVID BRIGGS, Assistant Secretary

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CORPORATE ASSIGNMENT OF DEED OF TRUST Page 2 of 2

STATE OF Florida  
COUNTY OF Miami-Dade

On July 24th, 2013, before me, ADELINE QUINTERO, a Notary Public in and for Miami-Dade in the State of Florida, personally appeared DAVID BRIGGS, Assistant Secretary, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,



ADELINE QUINTERO  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE831859  
Expires 9/3/2016

  
ADELINE QUINTERO  
Notary Expires: 09/03/2016 #EE831859

(This area for notarial seal)

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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 30 2013 10:45:00AM  
In *Deed of Trust*  
Book 0763 Page 487  
Sam Abraham, Chancery Clerk  
By: *Diane Kelly* O.C.

Deed of Trust

Prepared By:  
Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Return to:  
Bank of Commerce  
P O Box 546  
Greenwood, Ms 38935-0546  
662-453-4142

Grantor Information:  
Ronald B. Sanders & Sheila L. Sanders  
414 Lincoln Ave  
Greenwood, MS 38930  
Ph: 662-515-2501

Grantee Information:  
Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Borrower Information:  
Ronald B. Sanders & Sheila L. Sanders  
414 Lincoln Ave  
Greenwood, MS 38930  
Ph: 662-515-2501

Trustee Information:  
Terry W Green  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Beneficiary Information:  
Bank of Commerce  
310 Howard Street  
Greenwood, Ms 38930  
662-453-4142

Other Party to Instrument:

Indexing Instructions: This property should be indexed as Lot 2, Blk 8, Little Bend Plantation Addition, Leflore County, Mississippi.

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THIS INSTRUMENT PREPARED BY:  
Bank of Commerce  
P.O. Box 546  
310 Howard Street  
Greenwood, MS 35935-0546  
(662)453-4142

AFTER RECORDING RETURN TO:  
Bank of Commerce  
P.O. Box 546  
310 Howard Street  
Greenwood, MS 38935-0546

(Space Above This Line For Recording Data)

LOAN NUMBER: 74241

**DEED OF TRUST**  
**THIS DEED OF TRUST CONTAINS A FUTURE ADVANCE CLAUSE**

THIS DEED OF TRUST ("Security Instrument") is made on July 23, 2013. The grantors are RONALD B SANDERS and SHEILA L SANDERS, a married couple, whose address is 414 LINCOLN AVENUE, GREENWOOD, Mississippi 38930 ("Borrower"). Borrower is not necessarily the same as the Person or Persons who sign the Note. The obligations of Borrowers who did not sign the Note are explained further in the section titled **Successors and Assigns Bound; Joint and Several Liability; Accommodation Signers**. The trustee is Terry W. Green - Bank of Commerce whose address is P.O. Box 546, 310 Howard Street, Greenwood, Mississippi 38935-0546 ("Trustee"). The beneficiary is Bank of Commerce, which is organized and existing under the laws of the State of Mississippi and whose address is 310 Howard Street, Greenwood, Mississippi 38935 ("Lender"). RONALD B SANDERS and SHEILA L SANDERS owe Lender a principal sum of money evidenced by a note, consumer loan agreement, or similar writing dated the same date as this Security Instrument (the "Note"), which provides for periodic payments ("Periodic Payments"), with the full debt, if not paid earlier, due on July 22, 2018. The note, consumer loan agreement, or similar writing, and any future debt or obligation of Borrower to Lender as set forth in the Section titled **Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges** below (the "Secured Indebtedness"), is secured by this Security Instrument in an amount not to exceed a **MAXIMUM PRINCIPAL AMOUNT** of One Hundred Twenty-nine Thousand Two Hundred and 00/100 Dollars (U.S. \$129,200.00). This Maximum Principal Amount does not include interest or other fees and charges made pursuant to this Security Instrument, nor does it include advances made under the terms of the Security Instrument to protect Lender's security or to perform any of the covenants contained herein. This Security Instrument secures to Lender the repayment of the Secured Indebtedness, and the performance of Borrower's covenants and agreements under this Security Instrument and the Secured Indebtedness. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, including future advances, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced to protect the security of this Security Instrument under the



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provisions of the section titled **Protection of Lender's Rights in the Property**; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants, conveys, warrants, bargains, sells, transfers, pledges and assigns to Trustee, in trust, with power of sale, the following described property located in the County of Leflore, State of Mississippi:

Address: 414 LINCOLN AVENUE, GREENWOOD, Mississippi 38930

Legal Description: Lot Two (2) of Block Eight (8) of the Little Bend Plantation Addition to the City of Greenwood, in said City of Greenwood, in Leflore County, Mississippi, as the same is shown upon the plat of said Addition recorded in Book 4, at page 34, of the Map Records of said County on file in the office of the Chancery Court thereof.

**Indexing Instructions:** This property should be indexed as Lot 2, Blk 8, Little Bend Plantation Addition, Leflore County, Mississippi.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

**Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges.** This Security Instrument secures to Lender the repayment of Borrower's Note, Consumer Loan Agreement, Guaranty, or similar writing executed by Borrower to Lender, more particularly described as:

- Loan number 74241 with a principal amount of \$129,200.00

and all renewals, extensions, modifications and substitutions thereof. This Security Instrument also secures: all future advances of funds from Lender to Borrower as evidenced by any promissory note, consumer loan agreement, or similar writing that may hereafter be executed by Borrower to Lender; all future obligations of Borrower to Lender; all future obligations of Borrower to Lender that may be evidenced by any contract, guaranty, or other evidence of debt hereafter executed by Borrower, and if more than one Borrower/Mortgagor has executed this Security Instrument, any one of them, in favor of Lender; and all additional funds that may be advanced by Lender to protect Lender's security interest in the property, as provided under paragraph titled Protection of Lender's Rights in the Property of this Security Instrument. All of the foregoing shall be referred to as the Secured Indebtedness. Borrower shall promptly pay when due the principal and interest on the Secured Indebtedness, and any late charges and other loan charges that may become due under the terms of the Secured Indebtedness.

**Applicable Law.** As used in this Security Instrument, the term "Applicable Law" shall mean all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

**Application of Payments.** Unless Applicable Law provides otherwise, all payments received by Lender shall be applied: first, to any prepayment charges due under the Secured Indebtedness; second, to interest due; third, to principal due; and last, to any late charges due under the Secured Indebtedness.

**Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any.



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Borrower shall pay these obligations on time and directly to the person owed payment. At the request of Lender, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with section titled **Protection of Lender's Rights in the Property**.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if, in Lender's sole discretion, the restoration or repair is economically feasible and Lender's security is not lessened. If, in Lender's sole discretion, the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within the number of days prescribed by Applicable Law as set forth in a notice from Lender to Borrower that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The period of time for Borrower to answer as set forth in the notice will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in the section titled **Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges** or change the amount of the payments. If under the section titled **Acceleration; Remedies**, the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Secured Indebtedness. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not inerge unless Lender agrees to the merger in writing.



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**Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this section, Lender does not have to do so.

Any amounts disbursed by Lender under this section shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate specified in the Secured Indebtedness and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or Applicable Law.

**Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless Applicable Law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within the minimum number of days established by Applicable Law after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.



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Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in the section titled **Secured Indebtedness; Payment of Principal and Interest; Late Charges and Other Loan Charges** or change the amount of such payments.

**Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**Successors and Assigns Bound; Joint and Several Liability; Accommodation Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of section titled **Transfer of the Property or a Beneficial Interest in Borrower**. Borrower's covenants and agreements shall be joint and several. Any person who co-signs this Security Instrument but has no personal liability under the Secured Indebtedness ("Accommodation Signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey that Accommodation Signer's interest in the Property under the terms of the Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Secured Indebtedness without that Accommodation Signer's consent.

**Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Secured Indebtedness or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Secured Indebtedness.

**Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless Applicable Law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Borrower agrees to provide Lender with Borrower's most current mailing address, as it may change from time-to-time. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**Governing Law; Severability.** This Security Instrument shall be governed by federal law and the laws of the state of Mississippi. In the event that any provision or clause of this Security Instrument or the Secured Indebtedness conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Secured Indebtedness which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Secured Indebtedness are declared to be severable.

**Borrower's Copy.** Borrower shall be given one copy of this Security Instrument.

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) unless the Secured Indebtedness is assumable, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. If the Secured Indebtedness shows that Borrower's loan is assumable, Borrower must obtain Lender's written permission for an



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assumption and follow any other requirements of Lender related to an assumption. If Borrower does not do so, Lender may require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than the minimum number of days established by Applicable Law from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**Sale of Secured Indebtedness Change of Loan Servicer.** The Secured Indebtedness or a partial interest in the Secured Indebtedness (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects periodic payments due under the Secured Indebtedness and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Secured Indebtedness. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with the section titled Notices and Applicable Law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by Applicable Law.

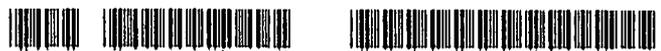
**Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the state of Mississippi that relate to health, safety or environmental protection.

**Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under the section titled Transfer of the Property or a Beneficial Interest in Borrower, unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than the minimum number of days established by Applicable Law from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. To the extent permitted by law, the notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. To the extent permitted by law, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give Borrower, in the manner provided in the section titled Notices, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public



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advertisement for the time and in the manner prescribed by Applicable Law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in Leflore County as Trustee designates in the notice of sale in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. If Trustee is requested to cancel this Security Instrument, all notes evidencing debt secured by this Security Instrument shall be surrendered to Trustee. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

Oral Agreements Disclaimer. This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in all pages of this Security Instrument and in any Rider executed by Borrower and recorded with it.

*[Signature]*  
RONALD B SANDERS Date 7-23-13

*[Signature]*  
SHEILA L SANDERS Date 7-23-13

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MISSISSIPPI )  
COUNTY OF LELORE )

Personally appeared before me, the undersigned authority in and for the said county and state, on this 23rd day of July, 2013, within my jurisdiction, the within named RONALD B SANDERS and SHEILA L SANDERS, a married couple, who acknowledged that they executed the above and foregoing instrument.

My commission expires:

*[Signature]*

Identification Number

(Affix official seal, if applicable)



SOUTHERN SECURITY FEDERAL CREDIT UNION

TO

ROY LEE UNGER & BETTYE J. UNGER

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State of Mississippi  
County of Leflore  
I certify this document was filed and recorded  
JULY 30 2013 11:20:00AM  
In Deed of Trust  
Book 0763 Page 495  
Sam Abraham, Chancery Clerk  
By: Diana Jolly D.C.

THIS INSTRUMENT PREPARED BY AND RETURN TO: SOUTHERN SECURITY FCU 3337 SUMMER AVE, MEMPHIS, TN 38122  
Phone: (901) 452-7900

**TRUST DEED RELEASE**

**WHEREAS,** By the hereinafter described trust deed, heretofore recorded in the Register's Office of Shelby County, Tennessee, certain real property was conveyed by the hereinafter named grantor(s) to David Gadd as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed; and

**WHEREAS,** All of the notes described in and secured by said trust deed have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said trust deed; and

**WHEREAS,** Said trust deed are briefly described as follows, to-wit:

<u>GRANTOR</u>	<u>DATE OF INSTRUMENT</u>	<u>RECORDED</u>	<u>DESCRIPTION OF PROPERTY</u>
Roy Lee Unger & wife, Bettye J Unger	May 4, 2009	D/T Book 699 Page 250	512 Rising Sun, Greenwood, MS 38930 Lot 83 Rising Sun Addition No 2 in Leflore County in Plat Book 6 page 11 of the Map Records in Leflore County, MS

**NOW, THEREFORE,** in consideration of the premises the undersigned Southern Security Federal Credit Union as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claim and convey unto said grantor, its heirs and assigns all its right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, Southern Security Federal Credit Union, covenants with the said grantor(s) that it is the legal owner and holder of the notes described in and secured by said trust deed, and that it has the lawful right to release and discharge the lien thereof.

**IN WITNESS WHEREOF** the said Southern Security Federal Credit Union has hereunto set its hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) on this date, July 22, 2013.

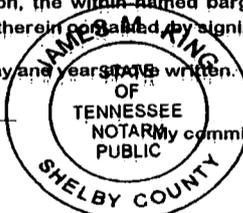
Southern Security Federal Credit Union  
By: Dawn G. Graeter  
Title: CEO

**STATE OF TENNESSEE  
COUNTY OF SHELBY**

On this date, July 22, 2013, before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared Dawn Graeter, to with whom I am personally acquainted, and who, upon oath, acknowledged herself to be the CEO of Southern Security Federal Credit Union, the within named bargainor, a corporation, and that she as such CEO, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by herself as CEO.

WITNESS my hand and Notarial Seal at office the day and year above written.

Diana M King  
Notary Public



My commission expires 1/28/2015

My Commission Expires Jan. 28, 2015

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State of Mississippi  
County of Leflore  
I certify this document was filed  
and recorded  
JULY 30 2013 11:20:00AM  
In *Deed of Trust*  
Book 0763 Page 496  
Sam Abraham, Chancery Clerk  
By: *Diane Giglio* D.C.



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WHEN RECORDED MAIL TO: GUARANTY BANK & TRUST COMPANY, BELZONI OFFICE, 210 HAYDEN STREET, P O BOX 657, BELZONI, MS 39038, Tel. (662) 247-1454

SEND TAX NOTICES TO: ELIZABETH ROYANN LEFLORE, ASHLEY MARIE LONG BUSE and KELSEY RUTH LONG, 12500 COUNTY ROAD 530, MORGAN CITY, MS 38946, Tel. (662) 247-1865

This Deed of Trust prepared by: GUARANTY BANK AND TRUST COMPANY, GUARANTY BANK & TRUST COMPANY, 210 HAYDEN STREET, BELZONI, MS 39038, (662) 247-1454

INDEXING INSTRUCTIONS: SE4 & SW4 OF S21, T17N, R2W; S2 OF S21, T17N, R2W; S21, T17N, R2W; ALL IN LEFLORE CO.

FOR RECORDER'S USE ONLY

DEED OF TRUST

This Deed of Trust secures a line of credit as defined in Miss. Code Ann. Section 89-1-49 and shall not be extinguished until the conditions of Miss. Code Ann. Section 89-5-21 are met.

GRANTOR: ELIZABETH ROYANN LEFLORE, 12500 COUNTY ROAD 530, MORGAN CITY, MS 38946, Tel. (662) 247-1865; ASHLEY MARIE LONG BUSE, 1007 VIRGINIA STREET, BELZONI, MS 39038, Tel. (662) 247-1865; and KELSEY RUTH LONG, 1009 EAST FIRST STREET, BELZONI, MS 39038, Tel. (662) 836-7332

LENDER / BENEFICIARY: GUARANTY BANK & TRUST COMPANY, BELZONI OFFICE, 210 HAYDEN STREET, P O BOX 657, BELZONI, MS 39038, Tel. (662) 247-1454

TRUSTEE: COUSIE GIGLIO, P O BOX 657, BELZONI, MS 39038, Tel. (662) 247-1454

THIS DEED OF TRUST is dated July 11, 2013, among ELIZABETH ROYANN LEFLORE, whose address is 12500 COUNTY ROAD 530, MORGAN CITY, MS 38946; ASHLEY MARIE LONG BUSE, AKA ASHLEY MARIE BUSE, whose address is 1007 VIRGINIA STREET, BELZONI, MS 39038 and KELSEY RUTH LONG, whose address is 1009 EAST FIRST STREET, BELZONI, MS 39038 ("Grantor"); GUARANTY BANK & TRUST COMPANY (referred to below sometimes as "Lender" and sometimes as

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**DEED OF TRUST  
(Continued)**

Loan No: 1991823288

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"Beneficiary"); and COUSIE GIGLIO (referred to below as "Trustee").

**CONVEYANCE AND GRANT.** For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary, with power of sale, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters. (the "Real Property") located in LEFLORE County, State of Mississippi:

**AN UNDIVIDED INTEREST IN EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF AS IF COPIED HEREIN IN FULL IN WORDS AND FIGURES**

**CROSS-COLLATERALIZATION.** In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**FUTURE ADVANCES.** In addition to the Note, this Deed of Trust secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

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**DEED OF TRUST  
(Continued)**

Loan No: 1991823288

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**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real

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**DEED OF TRUST  
(Continued)**

Loan No: 1991823288

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Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is

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**DEED OF TRUST  
(Continued)**

Loan No: 1991823288

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commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$5,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$5,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

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**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall

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be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the

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Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness, including without limitation all future advances, when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

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**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

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**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Right to Cure.** If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**Sale of Property.** Grantor waives the provisions of Section 89-1-55, Mississippi Code of 1972, as amended, and any successor provisions, as far as said Section restricts the right of Trustee to offer at sale more than one hundred and sixty acres at a time, and Trustee may offer the Property as a whole or in part and in such order as the Trustee may deem best, regardless of the manner in which it may be described.

**Foreclosure.** With respect to all or any part of the Real Property, the Trustee shall, at the request of Lender, sell the Real Property after giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972, as amended, and any successor provisions, and execute a deed to the purchaser of the Real Property. Out of the proceeds arising from the sale, the costs and expenses of executing this Deed of Trust, including a reasonable Trustee's fee and the attorneys' fees prescribed in the Note or in this Deed of Trust, shall first be paid; next the amount of the Indebtedness then remaining unpaid shall be paid; and, lastly, any balance remaining shall be paid to Grantor or to Grantor's representatives agents or assigns.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor to take possession of and

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manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and

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expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of LEFLORE County, State of Mississippi. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**NOTICES.** Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving

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formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Mississippi without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Mississippi.

**Joint and Several Liability.** All obligations of Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the

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offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Mississippi as to all Indebtedness secured by this Deed of Trust.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Beneficiary.** The word "Beneficiary" means GUARANTY BANK & TRUST COMPANY, and its successors and assigns.

**Borrower.** The word "Borrower" means ELIZABETH ROYANN LEFLORE, ASHLEY MARIE LONG BUSE and KELSEY RUTH LONG and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Default.** The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

510



\*0000000199182328803400711201315L\*

**DEED OF TRUST  
(Continued)**

Loan No: 1991823288

Page 15

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Grantor.** The word "Grantor" means ELIZABETH ROYANN LEFLORE, ASHLEY MARIE LONG BUSE and KELSEY RUTH LONG.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

**Lender.** The word "Lender" means GUARANTY BANK & TRUST COMPANY, its successors and assigns.

**Note.** The word "Note" means the promissory note dated July 11, 2013, in the original principal amount of \$41,418.25 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is November 30, 2017.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

511



\*00000000199182328803400711201316L\*

Loan No: 1991823288

DEED OF TRUST  
(Continued)

Page 16

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "Trustee" means COUSIE GIGLIO, whose address is P O BOX 657, BELZONI, MS 39038 and any substitute or successor trustees.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

x Elizabeth Royann Leflore  
ELIZABETH ROYANN LEFLORE

x Ashley Marie Long Busch  
ASHLEY MARIE LONG BUSCH

x Kelsey Ruth Long  
KELSEY RUTH LONG

512



\*00000000199182328803400711201317L\*

DEED OF TRUST  
(Continued)

Loan No: 1991823288

Page 17

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Mississippi )  
 ) SS  
COUNTY OF Washington )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 10th day of July, 2013, within my jurisdiction, the within named ELIZABETH ROYANN LEFLORE, who acknowledged that he or she signed, executed and delivered the above and foregoing Deed of Trust and the other papers mentioned on the day and year therein mentioned.

Wendy Tubney  
NOTARY PUBLIC



My Commission Expires: 9-9-13

513



\*00000000199182328803400711201318L\*

Loan No: 1991823288

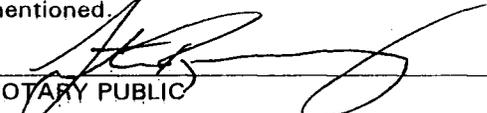
DEED OF TRUST  
(Continued)

Page 18

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MISSISSIPPI )  
 ) SS  
COUNTY OF LAFAYETTE )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 17 day of JULY, 20 13, within my jurisdiction, the within named **ASHLEY MARIE LONG BUSE**, who acknowledged that he or she signed, executed and delivered the above and foregoing Deed of Trust for the purposes mentioned on the day and year therein mentioned.

  
NOTARY PUBLIC

My Commission Expires:  
Oct. 18, 2016



514



\*0000000199182328803400711201319L\*

Loan No: 1991823288

DEED OF TRUST  
(Continued)

Page 19

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MS )  
 )  
COUNTY OF Humphreys ) SS  
 )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 12th day of July, 20 13, within my jurisdiction, the within named KELSEY RUTH LONG, who acknowledged that he or she signed, executed and delivered the above and foregoing Deed of Trust for the purposes mentioned on the day and year therein mentioned.

Kristina Hood

NOTARY PUBLIC

My Commission Expires:

05-23-17



515  
✓

## EXHIBIT A

## PARCEL 8:

A 9.74 acre tract of land located in the South one-half of Section 21, Township 17 North, Range 2 West, Leflore County, Mississippi.

Begin at the Southeast corner of the W 1/2 SW 1/4 SE 1/4, Section 21, Township 17 North, Range 2 West, Leflore County, Mississippi, run N 0° 30' 41" E along the east line of the W 1/2 SW 1/4 SE 1/4 of Section 21 for a distance of 39.68 feet to a point; Thence run N 64° 47' 45" W for a distance of 1,714.95 feet to a point on the east right-of-way line of Miss. Highway 7; Thence run S 39° 16' 30" W along said east right-of-way line of Miss. Highway 7 for a distance of 351.00 feet to a point; Thence run S 70° 11' 48" E for a distance of 1,470.00 feet to a point on the south line of Section 21; Thence run S 89° 57' 52" E along said south line of Section 21 for a distance of 390.46 feet to the southeast corner of the W 1/2 SW 1/4 SE 1/4 of Section 21 and the Point of Beginning.

SIGNED AND DATED FOR IDENTIFICATION: 7/12/13

*Elizabeth Royann Long Leflore*  
ELIZABETH ROYANN LONG LEFLORE

*Ashley Marie Long Buse*  
ASHLEY MARIE LONG BUSE

*Kelsey Ruth Long*  
KELSEY RUTH LONG

516

2

EXHIBIT "A"

Described as Parcel 5 as per that certain Deed of Trust recorded March 10, 1992 in Book 279, Page 625 of the land records of Leflore County, Mississippi, more particularly described as:

A 9.74 acre tract of land located in the South one-half of Section 21, Township 17 North, Range 2 West, Leflore County, Mississippi.

From the Southeast corner of the W-1/2 SW-1/4 SE-1/4, Section 21, Township 17 North, Range 2 West, Leflore County, Mississippi, run N 0°30'41" E along the East line of the W-1/2 SW-1/4 SE-1/4 of Section 21 for a distance of 512.30 feet to the Point of Beginning; thence continue N 0°30'41" E along said East line of the W-1/2 SW-1/4 SE-1/4 for a distance of 406.28 feet to a point; thence run N 53°14'51" W for a distance of 1,119.29 feet to a point on the East right-of-way line of Miss. Highway 7; thence run S 39°16'30" W along said East right-of-way line of Miss. Highway 7 for a distance of 351.00 feet to a point; thence run S 54°12'18" E for a distance of 1,375.12 feet to a point on the East line of the W-1/2 SW-1/4 SE-1/4 of Section 21 and the Point of Beginning.

Described as Parcel 9 as per that certain Deed of Trust recorded March 10, 1992 in Book 279, Page 625 of the land records of Leflore County, Mississippi, more particularly described as:

A 9.74 acre tract of land located in the South one-half of Section 21, Township 17 North, Range 2 West, Leflore County, Mississippi.

From the Southeast corner of the W-1/2 SW-1/4 SE-1/4, Section 21, Township 17 North, Range 2 West, Leflore County, Mississippi, run N 89°57'52" W along the south line of Section 21 for a distance of 390.46 feet to the Point of Beginning; thence run N 70°11'48" W for a distance of 1,470.00 feet to a point on the east right-of-way line of Miss. Highway 7; thence run S 39°16'30" W along said east right-of-way line of Miss. Highway 7 for a distance of 351.00 feet to the point of intersection of the west line of southeast quarter of southwest quarter (SE-1/4 SW-1/4) of Section 21; thence run S 0°27'25" W along said west line of SE-1/4 SW-1/4 of Section 21 for a distance of 225.32 feet to the southwest corner of SE-1/4 SW-1/4 of Section 21; thence run S 89°57'52" E along the south line of Section 21 for a distance of 1,607.06 feet to the Point of Beginning

SIGNED AND DATED FOR IDENTIFICATION: 7/12/13 3

*Elizabeth Royann Long Leflore*  
ELIZABETH ROYANN LONG LEFLORE

*Ashley Marie Long Buse*  
ASHLEY MARIE LONG BUSE

*Kelsey Ruth Long*  
KELSEY RUTH LONG

517<sup>3</sup>

EXHIBIT "A"

Described as Parcel 7 as per that certain Deed of Partition recorded March 10, 1992 in Book 279, Page 625 of the land records of Leflore County, Mississippi, more particularly described as:

A 9.74 acre tract of land located in the South one-half of Section 21, Township 17 North, Range 2 West, Leflore County, Mississippi.

From the Southeast corner of the W-1/2 SW-1/4 SE-1/4, Section 21, Township 17 North, Range 2 West, Leflore County, Mississippi, run N 0° 30' 41" E along the east line of the W-1/2 SW-1/4 SE-1/4 of Section 21 for a distance of 39.68 feet to the Point of Beginning; thence continue N 0° 30' 41" E along said east line of the W-1/2 SW-1/4 SE-1/4 for a distance of 197.75 feet to a point; thence run N 58° 51' 41" W for a distance of 1,555.34 feet to a point on the east right-of-way line of Miss. Highway 7; thence run S 39° 16' 30" W along east right-of-way line of Miss. Highway 7 for a distance of 351.00 feet to a point; thence run S 64° 47' 45" E for a distance of 1,714.95 feet to a point on the east line of the W-1/2 SW-1/4 SE-1/4 of Section 21 and the Point of Beginning.

SIGNED AND DATED FOR IDENTIFICATION:

7/12/13

*Elizabeth Rowann Long Leflore*  
ELIZABETH ROWANN LONG LEFLORE

*Ashley Marie Long Buse*  
ASHLEY MARIE LONG BUSE

*Kelsey Ruth Long*  
KELSEY RUTH LONG

518

SUSIE K. MCELROY

TO

FRANK RAY MCCLUSKEY, JR.

RELEASE

In consideration of the full payment of all indebtedness mentioned in and secured by that certain deed of trust, executed by Frank Ray McCluskey, Jr. Kenny Jenkins, dba J&A Enterprises to Richard A. Oakes Trustee, for the benefit of and assigned to Susie K. McElroy on the 11th day of May, 2004, and recorded in Book 610 Page 299 of the record of Mortgages and Deeds of Trust on land in Leflore County, Mississippi, said deed of trust having been assigned to Susie K. McElroy by document recorded May 11, 2004 in Deed of Trust Book 610, Page 303 the lien of said instrument is hereby released and discharged.

The Clerk of the Chancery Court of said County is hereby authorized and directed to satisfy and cancel said instrument of record in his office

Witness \_\_\_\_\_ signature(s) this the 25th day of July A.D., 2013.

STATE OF MISSISSIPPI  
COUNTY OF LEFLORE  
I CERTIFY THIS DOCUMENT WAS FILED  
AND RECORDED July 30 2013  
AT 1:47 P.M. MAN GVT BOOK NO.  
763 PAGE 518  
SAM ABRAHAM, CHANCERY CLERK  
BY: Susie Kelly DC

Susie K. McElroy  
Susie K. McElroy

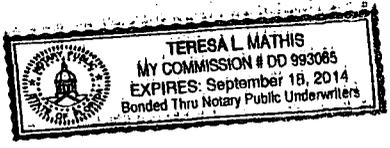
STATE OF Florida  
COUNTY OF Bay

Personally appeared before me, the undersigned authority in and for said County in said State, the within named Susie K. McElroy who acknowledged that he signed and delivered the foregoing instrument of writing on the day and year therein mentioned.

Given under my hand and official seal, this the 25th day of July A.D., 2013

Teresa Mathis  
NOTARY PUBLIC

My commission expires 9-18-2014



519

State of Mississippi  
 County of Leflore  
 I certify this document was filed  
 and recorded  
 JULY 30 2013 02:00:00PM  
 In *Deed of Trust*  
 Book 0763 Page 519  
 Sam Abraham, Chancery Clerk  
 By: *Gina M. Jacobs* D.C.

This Instrument Prepared By  
 and When Recorded Return To:  
 Gina M. Jacobs, Esquire  
 MS Bar No. 2981  
 Jones Walker LLP  
 190 East Capitol Street, Suite 800  
 Jackson, MS 39201  
 Phone: (601) 949-4900

Indexing Instructions:  
 Leflore, Tallahatchie and Sunflower Counties  
 See Indexing Instructions starting on next  
 page and consisting of pages (i) - (xx).

**GRANTOR:**  
 Tackett Fish Farms  
 Heartland Catfish Company, Inc.  
 Estate of William Bennett Tackett  
 Marue Potter Tackett  
 Jimmy K. Tackett  
 Joseph A. Walker  
 Regina Walker  
 William B. Tackett Family Trust  
 c/o Tackett Fish Farms  
 23939 County Road 523  
 Schlater, MS 38952  
 Phone: (662) 254-7322

**BENEFICIARY:**  
 First South Farm Credit, ACA  
 103 Professional Plaza  
 Post Office Box 8170  
 Greenwood, Ms 38930  
 Phone: (662) 453-1392

**TRUSTEE:**  
 Gina M. Jacobs  
 Jones Walker LLP  
 190 East Capitol Street, Suite 800  
 Jackson, MS 39201  
 Phone: (601) 949-4900

### DEED OF TRUST

THIS DEED OF TRUST IS FILED AS AND SHALL CONSTITUTE A FIXTURE FILING IN ACCORDANCE WITH THE PROVISIONS OF SECTION 75-9-502 OF THE MISSISSIPPI CODE. THIS DEED OF TRUST SECURES A LINE OF CREDIT FOR COMMERCIAL PURPOSES.

520

### INDEXING INSTRUCTIONS

This document should be Indexed Under the Checked Quarter Quarter Sections.

Section 30 Township 23N Range 2W County TALLAHATCHIE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>													

Other \_\_\_\_\_  
\_\_\_\_\_

Section 31 Township 23N Range 2W County TALLAHATCHIE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4												
<input checked="" type="checkbox"/>															

Other \_\_\_\_\_  
\_\_\_\_\_

Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4												
<input type="checkbox"/>															

Other \_\_\_\_\_  
\_\_\_\_\_

Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4												
<input type="checkbox"/>															

Other \_\_\_\_\_  
\_\_\_\_\_

Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4												
<input type="checkbox"/>															

Other \_\_\_\_\_  
\_\_\_\_\_

521

### INDEXING INSTRUCTIONS

This document should be Indexed Under the Checked Quarter Quarter Sections.

Section 5 Township 22N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>												

Other \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Section 6 Township 22N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>											

Other \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Section 27 Township 22N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4												
<input type="checkbox"/>	<input checked="" type="checkbox"/>														

Other \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Section 34 Township 22N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>											

Other \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Section 35 Township 22N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>													

Other \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

522

### INDEXING INSTRUCTIONS

This document should be Indexed Under the Checked Quarter Quarter Sections.

Section 5 Township 21N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>								

Other

Section 7 Township 21N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>									

Other

Section 8 Township 21N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>								

Other

Section 9 Township 21N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>												

Other

Section 17 Township 21N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4												
<input checked="" type="checkbox"/>															

Other

523

**INDEXING INSTRUCTIONS**

This document should be Indexed Under the Checked Quarter Quarter Sections.

Section 18 Township 21N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4												
<input type="checkbox"/>	<input checked="" type="checkbox"/>														

Other \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Section 19 Township 21N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Other \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Section 20 Township 21N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4												
<input checked="" type="checkbox"/>															

Other \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Section 21 Township 21N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4												
<input checked="" type="checkbox"/>															

Other \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Section 28 Township 21N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					

Other \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

524

### INDEXING INSTRUCTIONS

This document should be Indexed Under the Checked Quarter Quarter Sections.

Section 29 Township 21N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input checked="" type="checkbox"/>	<input type="checkbox"/>														

Other

Section 30 Township 21N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Other

Section 32 Township 21N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>											

Other

Section 33 Township 21N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input checked="" type="checkbox"/>														

Other

Section 36 Township 21N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input checked="" type="checkbox"/>														

Other

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**INDEXING INSTRUCTIONS**

This document should be Indexed Under the Checked Quarter Quarter Sections.

Section 31 Township 21N Range 1W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>									

Other \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Section 6 Township 20N Range 1W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							

Other \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Section 7 Township 20N Range 1W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>										

Other \_\_\_\_\_  
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 \_\_\_\_\_

Section 18 Township 20N Range 1W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>							

Other \_\_\_\_\_  
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 \_\_\_\_\_

Section 19 Township 20N Range 1W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>							

Other \_\_\_\_\_  
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 \_\_\_\_\_

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### INDEXING INSTRUCTIONS

This document should be Indexed Under the Checked Quarter Quarter Sections.

Section 21 Township 20N Range 1W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>											

Other

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Section 22 Township 20N Range 1W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>												

Other

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Section 28 Township 20N Range 1W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4												
<input checked="" type="checkbox"/>															

Other

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Section 32 Township 20N Range 1W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>											

Other

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Section 33 Township 20N Range 1W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>									

Other

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### INDEXING INSTRUCTIONS

This document should be Indexed Under the Checked Quarter Quarter Sections.

Section 34 Township 20N Range 1W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input checked="" type="checkbox"/>														

Other \_\_\_\_\_  
\_\_\_\_\_

Section 1 Township 20N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4												
<input checked="" type="checkbox"/>															

Other \_\_\_\_\_  
\_\_\_\_\_

Section 4 Township 20N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>									

Other \_\_\_\_\_  
\_\_\_\_\_

Section 5 Township 20N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				

Other \_\_\_\_\_  
\_\_\_\_\_

Section 6 Township 20N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>								

Other \_\_\_\_\_  
\_\_\_\_\_

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**INDEXING INSTRUCTIONS**

This document should be Indexed Under the Checked Quarter Quarter Sections.

Section 8 Township 20N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input checked="" type="checkbox"/>	<input type="checkbox"/>														

Other \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Section 9 Township 20N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>										

Other \_\_\_\_\_  
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Section 14 Township 20N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							

Other \_\_\_\_\_  
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Section 15 Township 20N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>												

Other \_\_\_\_\_  
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Section 17 Township 20N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>						

Other \_\_\_\_\_  
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**INDEXING INSTRUCTIONS**

This document should be Indexed Under the Checked Quarter Quarter Sections.

Section 18 Township 20N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4												
<input checked="" type="checkbox"/>															

Other \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Section 19 Township 20N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>							

Other \_\_\_\_\_  
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Section 20 Township 20N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>														

Other \_\_\_\_\_  
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Section 21 Township 20N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Other \_\_\_\_\_  
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Section 24 Township 20N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>								

Other \_\_\_\_\_  
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### INDEXING INSTRUCTIONS

This document should be Indexed Under the Checked Quarter Quarter Sections.

Section 28 Township 20N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							

Other \_\_\_\_\_  
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Section 30 Township 20N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4												
<input checked="" type="checkbox"/>															

Other \_\_\_\_\_  
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Section 32 Township 20N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>								

Other \_\_\_\_\_  
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Section 33 Township 20N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							

Other \_\_\_\_\_  
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Section 3 Township 19N Range 1W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input checked="" type="checkbox"/>														

Other \_\_\_\_\_  
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**INDEXING INSTRUCTIONS**

This document should be indexed under the checked quarter quarter sections.

Section 5 Township 19N Range 1W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>								

Other \_\_\_\_\_  
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Section 9 Township 19N Range 1W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input checked="" type="checkbox"/>	<input type="checkbox"/>														

Other \_\_\_\_\_  
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Section 10 Township 19N Range 1W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>							

Other \_\_\_\_\_  
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Section 2 Township 18N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							

Other \_\_\_\_\_  
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Section 3 Township 18N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>								

Other \_\_\_\_\_  
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**INDEXING INSTRUCTIONS**

This document should be Indexed Under the Checked Quarter Quarter Sections.

Section 10 Township 18N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>											

Other \_\_\_\_\_  
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Section 11 Township 18N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>							

Other \_\_\_\_\_  
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Section 14 Township 18N Range 2W County LEFLORE State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Other \_\_\_\_\_  
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 \_\_\_\_\_

Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4												
<input type="checkbox"/>															

Other \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4												
<input type="checkbox"/>															

Other \_\_\_\_\_  
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### INDEXING INSTRUCTIONS

This document should be indexed Under the Checked Quarter Quarter Sections.

Section 24 Township 23N Range 3W County SUNFLOWER State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>								

Other \_\_\_\_\_  
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Section 25 Township 23N Range 3W County SUNFLOWER State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>								

Other \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Section 4 Township 21N Range 3W County SUNFLOWER State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>										

Other \_\_\_\_\_  
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 \_\_\_\_\_

Section 5 Township 21N Range 3W County SUNFLOWER State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>									

Other \_\_\_\_\_  
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Section 6 Township 21N Range 3W County SUNFLOWER State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>											

Other \_\_\_\_\_  
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### INDEXING INSTRUCTIONS

This document should be Indexed Under the Checked Quarter Quarter Sections.

Section 12 Township 21N Range 3W County SUNFLOWER State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>											

Other \_\_\_\_\_  
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Section 13 Township 21N Range 3W County SUNFLOWER State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>										

Other \_\_\_\_\_  
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Section 22 Township 21N Range 3W County SUNFLOWER State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							

Other \_\_\_\_\_  
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Section 27 Township 21N Range 3W County SUNFLOWER State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>								

Other \_\_\_\_\_  
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Section 28 Township 21N Range 3W County SUNFLOWER State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>											

Other \_\_\_\_\_  
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### INDEXING INSTRUCTIONS

This document should be Indexed Under the Checked Quarter Quarter Sections.

Section 32 Township 21N Range 3W County SUNFLOWER State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>							

Other \_\_\_\_\_  
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Section 33 Township 21N Range 3W County SUNFLOWER State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>											

Other \_\_\_\_\_  
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Section 34 Township 21N Range 3W County SUNFLOWER State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input checked="" type="checkbox"/>														

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Section 35 Township 21N Range 3W County SUNFLOWER State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							

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Section 2 Township 20N Range 3W County SUNFLOWER State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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**INDEXING INSTRUCTIONS**

This document should be Indexed Under the Checked Quarter Quarter Sections.

Section 8 Township 20N Range 3W County SUNFLOWER State MS

<b>NE/4</b>				<b>NW/4</b>				<b>SW/4</b>				<b>SE/4</b>			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>											

Other \_\_\_\_\_  
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Section 9 Township 20N Range 3W County SUNFLOWER State MS

<b>NE/4</b>				<b>NW/4</b>				<b>SW/4</b>				<b>SE/4</b>			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					

Other \_\_\_\_\_  
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Section 13 Township 20N Range 3W County SUNFLOWER State MS

<b>NE/4</b>				<b>NW/4</b>				<b>SW/4</b>				<b>SE/4</b>			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				

Other \_\_\_\_\_  
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Section 14 Township 20N Range 3W County SUNFLOWER State MS

<b>NE/4</b>				<b>NW/4</b>				<b>SW/4</b>				<b>SE/4</b>			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>								

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Section 15 Township 20N Range 3W County SUNFLOWER State MS

<b>NE/4</b>				<b>NW/4</b>				<b>SW/4</b>				<b>SE/4</b>			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input checked="" type="checkbox"/>	<input type="checkbox"/>														

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**INDEXING INSTRUCTIONS**

This document should be Indexed Under the Checked Quarter Quarter Sections.

Section 21 Township 20N Range 3W County SUNFLOWER State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>								

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Section 22 Township 20N Range 3W County SUNFLOWER State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4												
<input checked="" type="checkbox"/>															

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Section 23 Township 20N Range 3W County SUNFLOWER State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4												
<input checked="" type="checkbox"/>															

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Section 24 Township 20N Range 3W County SUNFLOWER State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input checked="" type="checkbox"/>	<input type="checkbox"/>														

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Section 27 Township 20N Range 3W County SUNFLOWER State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>											

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**INDEXING INSTRUCTIONS**

This document should be Indexed Under the Checked Quarter Quarter Sections.

Section 31 Township 20N Range 3W County SUNFLOWER State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>											

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Section 32 Township 20N Range 3W County SUNFLOWER State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>					

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Section 35 Township 20N Range 3W County SUNFLOWER State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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Section 2 Township 19N Range 3W County SUNFLOWER State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>									

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Section 5 Township 19N Range 3W County SUNFLOWER State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>											

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**INDEXING INSTRUCTIONS**

This document should be Indexed Under the Checked Quarter Quarter Sections.

Section 12 Township 19N Range 3W County SUNFLOWER State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4												
<input checked="" type="checkbox"/>															

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Section 13 Township 19N Range 3W County SUNFLOWER State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4												
<input checked="" type="checkbox"/>															

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Section 18 Township 19N Range 3W County SUNFLOWER State MS

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>											

Other \_\_\_\_\_  
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Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4												
<input type="checkbox"/>															

Other \_\_\_\_\_  
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Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4												
<input type="checkbox"/>															

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**DEED OF TRUST**

THIS DEED OF TRUST IS FILED AS AND SHALL CONSTITUTE A FIXTURE FILING IN ACCORDANCE WITH THE PROVISIONS OF SECTION 75-9-502 OF THE MISSISSIPPI CODE. THIS DEED OF TRUST SECURES A LINE OF CREDIT USED FOR COMMERCIAL PURPOSES.

THIS DEED OF TRUST, made and entered into this <sup>th</sup> 30 day of July, 2013 by and among Tackett Fish Farms, a Mississippi general partnership (no organizational ID number), Estate of William Bennett Tackett (no organizational ID number), the William B. Tackett Family Trust (no organizational ID number), Marue Potter Tackett (a/k/a Marue Tackett and Marue L. Tackett), Jimmie Killus Tackett (a/k/a Jimmy K. Tackett and Jim K. Tackett), Joseph Allen Walker (a/k/a Joseph A. Walker) and Regina Tackett Walker (a/k/a Regina Walker and Regina T. Walker), (each of whom have no organizational ID number) and Heartland Catfish Company, Inc., a Mississippi corporation (organizational ID No. 605850), hereinafter collectively "Grantor," whose address is c/o Tackett Fish Farms, 23939 County Road 523, Schlater, MS 38952 (telephone 662-254-7322); Gina M. Jacobs, 190 East Capitol Street, Suite 800, Jackson, MS 39201, hereinafter "Trustee;" and First South Farm Credit, ACA, whose address is 103 Professional Plaza, P.O. Box 8170, Greenwood, MS 38930 (telephone 662-453-1392), hereinafter "Beneficiary."

WHEREAS, Tackett Fish Farms ("Tackett Fish Farms"), a Mississippi general partnership having its principal place of business at 23939 County Road 523, Schlater, Mississippi 38952 and its partners and their spouses: Estate of William Bennett Tackett and Marue Potter Tackett, Jimmy K. Tackett, and Joseph A. Walker and Regina Walker ("Tackett Fish Farms Partners"); Heartland Catfish Company, Inc. (f/k/a T T & W Farm Products, Inc.) ("Heartland"), a Mississippi corporation, having their principal place of business at 55001 Highway 82 West, Itta Bena, Mississippi 38941 and its shareholders or related parties: Tackett Fish Farms, Estate of William Bennett Tackett, Jimmy K. Tackett and Joseph A. Walker (the "Heartland Shareholders"), Estate of William Bennett Tackett, ("William Tackett Estate"), Marue Potter Tackett (a/k/a Marue Tackett), individually ("Marue Tackett"), Jimmie Killus Tackett (a/k/a Jimmy K. Tackett), individually ("Jimmy K. Tackett"), Joseph Allen Walker (a/k/a Joseph A. Walker), individually ("Joseph A. Walker") and Regina Tackett Walker (a/k/a Regina Walker), individually ("Regina Walker") and the William B. Tackett Family Trust (the "Tackett Family Trust") (Tackett Fish Farms, Tackett Fish Farms Partners, Heartland, Heartland Shareholders, William Tackett Estate, Marue Tackett, Jimmy K. Tackett, Joseph A. Walker, Regina Walker and the Tackett Family Trust are each individually a "Debtor" and sometimes collectively referred to herein as the "Debtor") have entered into a Master Loan Agreement with Beneficiary dated as of November 2, 2000, as the same may be amended, restated, modified or replaced (the "Loan Agreement" which amended and restated in its entirety that certain Loan and Security Agreement dated September 22, 1995, as amended) pursuant to which Debtor may execute certain supplements and promissory notes for a maximum principal amount of up to \$50,000,000 with a maturity date of not later than January 1, 2021, payable in accordance with the terms of such supplements, notes and the Loan Agreement and such other additional supplements and notes as Debtor or any one of them may issue with Beneficiary's consent and as hereafter may be extended, renewed, modified or replaced all of which supplements and notes are collectively and individually referred to herein as the "Note."

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WHEREAS, the Beneficiary has agreed to waive certain defaults under the Loan Agreement and to extend and renew certain of the loans and notes under the Loan Agreement provided the Grantors reconfirm and regrant liens on the existing real property collateral and grant certain additional real property collateral as security for the Note all as provided herein and the Grantors enter into this Deed of Trust to grant a lien on the property as set forth herein to secure any and all obligations now existing or hereafter incurred under the Loan Agreement and notes executed by the Debtor pursuant to the Loan Agreement or otherwise.

WHEREAS, Grantor and Debtor are executing this Deed of Trust in order to secure the following (all of which will be collectively referred to herein as "Obligations"): the payment of any obligations due under the Loan Agreement or any note or document given in connection therewith, the payment of the Note, together with interest, and all extensions and renewals thereof; the payment of any additional advances or future advances to Debtor, or to any one or more of the parties listed as Debtor, together with interest, and all extensions and renewals thereof; the payment of taxes and assessments, insurance premiums, cost of repairs or improvements, and any other amounts due and payable or which may become due and payable under this Deed of Trust or any other agreement between any Debtor and Beneficiary; the payment of any and all indebtedness and liabilities of any Debtor to Beneficiary to protect its interest; and the performance by any Debtor or any guarantor of all of the agreements contained in this Deed of Trust or any other agreement between any Debtor and Beneficiary.

THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, paid to Grantor by or on behalf of Trustee, the receipt of which is hereby acknowledged, Grantor hereby grants, bargains, conveys and warrants unto Trustee, the following described land and property, together with any and all improvements (including fixtures) now or hereafter located on said property, and together with any and all crops and timber whether now or hereafter growing or located on said property, together with any and all oil, gas and other mineral interests, rights, profits or royalties (regardless of type or character), and together with any and all other right, title and interest (regardless of type or character) in and to, as a part of, or in connection with said property, whether now owned or hereafter acquired by Grantor, lying and being situated in Leflore, Tallahatchie and Sunflower Counties, Mississippi (all of which will be collectively referred to herein as the "Property"):

See Exhibit "A" (consisting of 88 pages) attached hereto and incorporated herein by reference for Legal Description of the real property.

GRANTOR, DEBTOR AND BENEFICIARY FURTHER AGREE AS FOLLOWS:

1. This Deed of Trust secures the Note described herein together with interest thereon and any and all extensions and renewals thereof, any and all Obligations between any Grantor and/or Debtor and the Beneficiary and any and all additional or future advances made by the Beneficiary to the Grantor and/or Debtor or any of them. The terms of any such additional or future advances shall be determined in accordance with the Note or other contract evidencing such indebtedness. This Deed of Trust shall further secure any and all Obligations of any Grantor and/or Debtor made as a joint maker, surety, endorser or guarantor.

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Future and/or additional advances made hereunder shall be made solely at the option of the Beneficiary and nothing herein shall be construed as an agreement or obligation to make such advances.

The giving or taking hereafter of any additional security to secure any indebtedness herein referred to or hereinafter contracted by the Beneficiary with Grantor and/or Debtor during the term of this Deed of Trust shall not be construed as a waiver of the lien of this Deed of Trust.

2. Grantor and/or Debtor shall pay all taxes and assessments, general or special, which may be levied or assessed upon the Property or the Note promptly when the same shall become due. Grantor and/or Debtor shall also keep the Property insured at all times during the continuance of this Deed of Trust against loss or damage by fire, storm, earthquake and other hazard for the maximum amount of insurance obtainable or in such amount as may be approved by Beneficiary, with an insurance company authorized to do business in Mississippi which is satisfactory to Beneficiary and which contains a standard mortgagee clause in favor of Beneficiary, and shall have the policy assigned and delivered to Beneficiary. In the event Grantor and/or Debtor fail to pay said taxes and assessments or to keep the Property insured, then Beneficiary may pay said taxes and assessments, redeem the Property from any tax sale, or sales, if it has been sold, and/or insure the Property and pay the premiums.

If the land covered by this Deed of Trust is located in a government mandated flood area where participation in a Federal Flood Insurance Program is required, GRANTOR and/or DEBTOR agrees that upon receipt of notification from BENEFICIARY and within the time period established by BENEFICIARY, GRANTOR and/or DEBTOR will obtain and maintain flood insurance in such amount as BENEFICIARY requires on all buildings, improvements, fixtures and any mobile home(s), now existing or hereafter erected, placed or maintained on or in the mortgaged land described in this Deed of Trust, together with all other personal property securing GRANTOR's and/or DEBTOR's obligations to BENEFICIARY and maintained on or in such buildings, improvements or mobile home(s), until the loans, future advances and all other indebtedness secured by the Mortgaged Land and this Deed of Trust is fully paid. BENEFICIARY may require GRANTOR and/or DEBTOR to obtain or maintain such flood insurance at the time any loan(s) secured hereby are made or at any time thereafter until the loans secured by such property are fully paid. GRANTOR and/or DEBTOR agrees to pay BENEFICIARY the cost of premiums and fees incurred with purchasing flood insurance for GRANTOR and/or DEBTOR, if GRANTOR and/or DEBTOR fails to do so within the time period required by BENEFICIARY. Any such fees, premiums or costs shall, in BENEFICIARY's sole discretion, be due and payable on demand or as otherwise provided for in the promissory note(s) secured by this Deed of Trust.

In event of loss or damage to the Property by fire or other hazard, Grantor and/or Debtor will give immediate notice by mail to Beneficiary, who may make proof of loss if not made promptly by Grantor and/or Debtor, and any insurance company is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of Grantor and Beneficiary jointly, and the insurance proceeds or any part thereof may be applied by Beneficiary at its option either to the reduction of the Note or to the restoration or repair of the Property.

If required as a condition of any loan secured hereunder, Grantor and/or Debtor shall pay to Beneficiary on the day installments are due, until the note is paid in full or any escrow requirement is otherwise waived in writing by Beneficiary, a sum to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this instrument as a lien or encumbrance on the Property; and (b) premiums for any and all insurance required by Beneficiary. Such amounts required hereunder shall be determined in accordance with the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X ("RESPA"). Upon payment in full of all sums secured by this instrument, or if any such escrow requirement is no longer required as a condition of any loan secured hereunder, Beneficiary shall promptly refund to Grantor and/or Debtor any funds held by Beneficiary under this escrow requirement.

3. Any and all rents and profits in connection with the Property are specifically assigned to Beneficiary and pledged to secure the payment and performance of the Obligations. Upon the maturity of the Note, either by lapse of time or by reason of any default as herein provided, or if at any time Beneficiary in good faith deems it necessary to protect its interest under this Deed of Trust, Beneficiary shall have the right to forthwith enter into and upon the Property and take possession thereof, and collect and apply the rents and profits thereon to the Obligations, or may, if it so desires, have a receiver appointed by any court of competent jurisdiction to collect and impound the rents and profits and after paying the expense of such receivership apply the balance thereof to the payment of the Obligations.

4. Beneficiary may make inspections of the Property at any time without notice.

5. Grantor agrees not to abandon the Property, not to commit waste, to use the Property in a good and husbandlike manner, for lawful purposes only, and to keep the Property in a good state of repair. It is further agreed that in the event Grantor fails to keep in a good state of repair the Property or any part thereof, Beneficiary shall have the right at its option to make needed repair or improvements.

6. Any amounts or expenses paid or incurred by Beneficiary for or on behalf of Grantor or Debtor (including but not limited to taxes and assessments, insurance premiums, cost of repairs or improvements, attorneys' fees, court costs and trustee's fees) shall be included within the definition of the term "Obligations," shall bear interest at the rate set forth in the Note, and shall be due and payable by Grantor and Debtor upon demand by Beneficiary.

7. Grantor transfers and assigns to Beneficiary all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Property or any part thereof under the power of eminent domain or for any damage (whether caused by such taking or otherwise) to the Property. Beneficiary is hereby authorized, but shall not be required, on behalf and in the name of Grantor, to execute and deliver valid acquittances for and to appeal from, any such judgments or awards. Beneficiary may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees, on any amounts secured by this Deed of Trust in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.

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8. When any amounts are received by Beneficiary under any provision hereof, Beneficiary shall have the exclusive right to make application, in its sole discretion, of such payment to any of the Obligations or any other amounts secured hereby, and such application shall not be restricted to the Note. Should the whole or any part of the Obligations be assigned or transferred, the right of application herein granted to Beneficiary shall be retained by Beneficiary in the absence of specific written assignment or transfer of such right or any part thereof.

9. This conveyance, however, is in trust to secure the payment and performance of the Obligations. But if default is made by Grantor or Debtor in the payment or performance of any of the Obligations, or if a default occurs under the Note or any other security agreement, loan agreement or Deed of Trust between Debtor and Beneficiary, or, in case Grantor or Debtor should become insolvent, or apply to bankruptcy court to be adjudicated a voluntary bankrupt or proceedings be instituted to put Grantor or Debtor in involuntary bankruptcy, or should any proceedings be taken against Grantor or Debtor for the appointment of a receiver, assignee or trustee, or should Beneficiary in good faith deem itself insecure and its prospect of payment impaired, or if any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M, then in that event all of the Obligations shall, at the option of Beneficiary, be and become at once due and payable without notice to Grantor or Debtor, and Trustee herein named or his successor, or successors, shall at the request of Beneficiary, sell all or any part of the Property after giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972, as amended, and any successor provisions, and execute a deed to the purchaser thereof. Out of the proceeds arising from said sale, the cost and expenses of executing this Deed of Trust, including a reasonable Trustee's fee and the attorneys' fees prescribed in the Note, shall first be paid, next the amount of the Obligations then remaining unpaid shall be paid, and lastly, any balance remaining shall be paid to Grantor or to Grantor's representatives, agents or assigns. Grantor and/or Debtor shall remain liable for any deficiency on the Obligations. In the event of any such default, Beneficiary shall also have all the remedies of a secured party and a security interest is granted to Beneficiary in any property subject to the Uniform Commercial Code of Mississippi and Beneficiary may exhaust its remedy against the real property and personal property either concurrently or independently as the Beneficiary may elect. Under the Uniform Commercial Code of Mississippi and any other applicable law all remedies of Beneficiary shall be cumulative. A failure on the part of Beneficiary to exercise any remedy or option contained in this Deed of Trust in the event of default shall not constitute a waiver of Beneficiary's right to exercise said remedy or option in the event of any subsequent default.

10. If the Property should be situated in two or more counties or in two judicial districts of the same county, then Trustee shall have full power, in case the Trustee is directed to foreclose under this Deed of Trust, to select in which county, or judicial district, the sale of all of the Property shall be made and his selection shall be binding upon Grantor and Beneficiary and all persons claiming through or under them, whether by contract or by law. Trustee shall have full power to fix the day, time, terms and place of sale and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose but said appointment of agent need not be recorded.

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11. Grantor waives the provisions of Section 89-1-55, Mississippi Code of 1972, as amended, and any successor provisions, as far as said Section restricts the right of Trustee to offer at sale more than one hundred and sixty acres at a time, and Trustee may offer the Property as a whole or in part and in such order or parcels as the Trustee may deem best, regardless of the manner in which it may be described. This right of sale shall be a continuing right and shall not be exhausted by one or more sales. The Trustee may hold as many sales as necessary to exhaust the collateral.

12. Grantor and Debtor promise to pay the attorneys' fees provided for in the Note and the Trustee's fees provided for in this Deed of Trust should they become due under the terms of the Note and this Deed of Trust. Reasonable attorneys' fees and all costs in connection with any litigation to protect this security or in seeking to have this Deed of Trust reformed by judicial proceedings, where necessary, shall constitute a part of the amounts secured hereby and become immediately due and payable to Beneficiary upon demand. If Beneficiary shall deem it best to proceed in equity, to foreclose this Deed of Trust, then a reasonable fee shall be allowed by the court to the attorney representing Beneficiary under this Deed of Trust.

13. If the Obligations are paid and performed in full, Beneficiary agrees to cancel this Deed of Trust upon the records, and Grantor agrees to pay all usual and necessary costs incident to such cancellation. As long as any unadvanced funds remain outstanding under any note or loan agreement, the lien of this Deed of Trust shall not be discharged.

14. In the event that this Deed of Trust is subordinate to any other deed of trust or lien of any kind, Beneficiary may, in the event of a default in the performance of any covenant or agreement in the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option, declare the amounts secured by this Deed of Trust immediately due and payable, or Beneficiary may pay or perform any such defaulted covenant or agreement and any costs in connection therewith shall constitute a part of the amounts secured hereby and shall bear interest at the rate set forth in the Note, and Trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payment and performance of the Obligations and the failure to promptly repay Beneficiary any monies so expended, upon demand, shall render all the amounts secured by this Deed of Trust, at Beneficiary's option, immediately due and payable without notice.

15. With respect to the Property, Grantor and Debtor covenant with Beneficiary that Grantor has complied, is in compliance, and will at all times comply in all respects with all applicable laws (whether statutory, common law or otherwise), including, without limitation, all laws regarding public health or welfare, environmental protection, water and air pollution, composition of product, underground storage tanks, toxic substances, hazardous wastes, hazardous substances, hazardous materials, waste or used oil, asbestos, occupational health and safety, nuisances, trespass, and negligence.

The Grantor hereby grants, and will cause any tenants to grant, to Beneficiary, its agents, attorneys, employees, consultants, contractors, successors and assigns, an irrevocable license and authorization, upon reasonable notice, to enter upon and inspect the Property and facilities thereon, and perform such tests, including without limitation, subsurface testing, soil and groundwater testing, and other tests which may physically invade the Property thereon, as the

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Beneficiary, in its sole discretion, determines is necessary to protect its security interest, provided however, that under no circumstances shall the Beneficiary be obligated to perform such inspections or tests.

Grantor and Debtor agree to indemnify and hold Beneficiary, its directors, employees, agents, and its successors and assigns, harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, judgments, administrative orders, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, attorneys' fees and expenses, including all attorneys' fees and expenses incurred by Beneficiary in and for this indemnity), arising directly or indirectly, in whole or in part, out of any failure of Grantor and Debtor to comply with the environmental representations, warranties and covenants contained herein.

Grantor's and Debtor's representations, warranties, covenants and indemnities contained herein shall survive the occurrence of any event whatsoever, including without limitation, the satisfaction of the promissory note secured hereby, the reconveyance or foreclosure of this mortgage, the acceptance by Beneficiary of a deed in lieu of foreclosure, or any transfer or abandonment of the property. Failure to comply strictly with the representations, warranties, covenants and indemnities contracted herein shall constitute a default under this Deed of Trust.

16. Beneficiary may without notice to any party to this Deed of Trust or to the successors or assigns, and without regard to the willingness or inability of Trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in Trustee. If Beneficiary be a corporation, such appointment may be made by any one of its officers or agents. No one exercise of this power of appointment, the power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of all amounts secured by this Deed of Trust until said amounts are fully paid and discharged. At any sale hereunder, Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time Trustee shall make such adjournment, and at any sale made to enforce the trust herein given, Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

17. If all or any part of the Property or an interest therein is sold, transferred, encumbered or otherwise disposed of by Grantor without Beneficiary's prior written consent, excluding a transfer by devise, descent or by operation of law upon the death of a joint tenant, Beneficiary may, at Beneficiary's option, declare all of the Obligations to be immediately due and payable. Beneficiary shall have waived such option to accelerate if, prior to the sale or transfer, Beneficiary and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Beneficiary and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Beneficiary shall request. If Beneficiary exercises such option to accelerate, Beneficiary shall mail Grantor and Debtor notice of acceleration. Such notice shall provide a period of not less than 30 days

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from the date the notice is mailed within which Grantor or Debtor may pay the sums declared due. If Grantor or Debtor fails to pay such sums prior to the expiration of such period, Beneficiary may, without further notice or demand on Grantor or Debtor, invoke any remedies permitted by this Deed of Trust.

18. The agreements herein contained shall be binding upon Grantor and Debtor, and their heirs, executors, administrators, successors, and assigns and inure to the benefit of Beneficiary, its successors and assigns.

19. Whenever used, the singular number shall include the plural, and the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any legal holder or other transferee thereof whether by operation of law or otherwise.

20. Whenever used, the term "Grantor" shall include all grantors, collectively and any one of the grantors individually, and all liability shall be joint and several. Whenever used, the term "Debtor" shall include all debtors collectively and any one of the debtors individually, and all liability shall be joint and several. Whenever the terms "Grantor" and "Debtor" are used together, all liability to each Grantor and Debtor shall be joint and several. "Debtor" may execute this Deed of Trust for the purpose of consenting to applicable covenants herein, however, Grantor agrees that this Deed of Trust shall be enforceable against Grantor regardless of whether it is executed by Debtor.

21. This Deed of Trust, in addition to any other obligation secured hereunder, extends any prior Deed(s) of Trust between Beneficiary and any other party on the Property and secures any and all promissory Note(s) and Obligation(s) secured under the aforesaid Deed(s) of Trust. The aforesaid Deed(s) of Trust shall remain in full force and effect and the priority granted in respect to the obligations described therein shall retain the same priority as of the date of the initial recordation of the aforesaid Deed(s) of Trust.

22. The unenforceability or invalidity of any provision(s) of this Deed of Trust shall not render any other provision(s) herein unenforceable or invalid. This Deed of Trust may be amended only by an instrument in writing, signed by Grantor and Beneficiary, and may not be amended orally or by any course of conduct or otherwise than by written instrument.

23. In order to expedite the filing of this instrument of record in the three (3) counties in which property conveyed hereby are situated, Grantor/Debtor has executed this Deed of Trust in three (3) original counterparts, to the end that one executed counterpart hereof may be filed of record in each of the three (3) counties, without need to await actual recording in the county where first filed. All of said counterparts shall constitute a single deed of trust and instrument of security with the same force and effect as though only one had been executed.

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IN TESTIMONY WHEREOF, witnessed the day, month and year first above written.

Tackett Fish Farms, a Mississippi general partnership

Heartland Catfish Company, Inc.

By: Marue Potter Tackett  
Marue Potter Tackett (a/k/a Marue Tackett), as the Executor of the Estate of William Bennett Tackett, Deceased, as Partner

By: Joseph Allen Walker  
Joseph Allen Walker (a/k/a Joseph A. Walker), President

Estate of William Bennett Tackett

By: Jimmie Killus Tackett  
Jimmie Killus Tackett (a/k/a Jimmy K. Tackett), as Partner

By: Marue Potter Tackett  
Marue Potter Tackett, Executor

By: Joseph Allen Walker  
Joseph Allen Walker (a/k/a Joseph A. Walker), as Partner

Jimmie Killus Tackett  
Jimmie Killus Tackett (a/k/a Jimmy K. Tackett), Individually

Joseph Allen Walker  
Joseph Allen Walker (a/k/a Joseph A. Walker), Individually

Regina Tackett Walker  
Regina Tackett Walker (a/k/a Regina Walker), Individually

Marue Potter Tackett  
Marue Potter Tackett (a/k/a Marue Tackett), Individually

William B. Tackett Family Trust

By: Joseph Allen Walker  
Joseph Allen Walker (a/k/a Joseph A. Walker), Trustee

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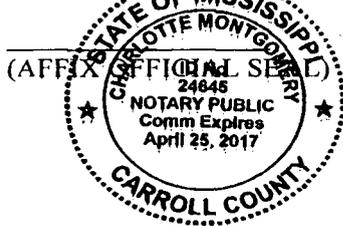
STATE OF MISSISSIPPI

COUNTY OF LEFLORE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30<sup>th</sup> day of July, 2013, within my jurisdiction, the within named MARUE POTTER TACKETT, as Executor of the Estate of William Bennett Tackett, JIMMIE KILLUS TACKETT (a/k/a JIMMY K. TACKETT), and JOSEPH ALLEN WALKER (a/k/a JOSEPH A. WALKER), who acknowledged that they are sole general partners of Tackett Fish Farms, a Mississippi general partnership, and that in said capacity for and on behalf of said partnership, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said partnership so to do.

Given under my hand and official seal.

My Commission Expires:



*Charlotte Montgomery*  
NOTARY PUBLIC

STATE OF MISSISSIPPI

COUNTY OF LEFLORE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30<sup>th</sup> day of July, 2013, within my jurisdiction, the within named JOSEPH ALLEN WALKER (a/k/a JOSEPH A. WALKER), who acknowledged that he is President of Heartland Catfish Company, Inc. f/k/a T T & W Farm Products, Inc., a Mississippi corporation, and that in said capacity for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Given under my hand and official seal.

My Commission Expires:



*Charlotte Montgomery*  
NOTARY PUBLIC

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STATE OF MISSISSIPPI  
COUNTY OF LEFLORE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30<sup>th</sup> day of July, 2013, within my jurisdiction, the within named MARUE POTTER TACKETT (a/k/a MARUE POTTER), who acknowledged that she is Executor of the Estate of William Bennett Tackett, Deceased, and that in said fiduciary capacity she executed the above and foregoing instrument, after first having been duly authorized so to do.

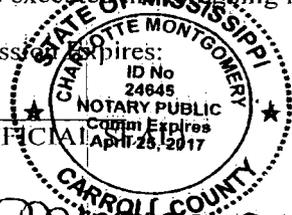
My Commission Expires:

(AFFIX OFFICIAL SEAL)  
  
STATE OF MISSISSIPPI  
COUNTY OF LEFLORE

Charlotte Montgomery  
NOTARY PUBLIC

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30<sup>th</sup> day of July, 2013, within my jurisdiction, the within named JOSEPH ALLEN WALKER (a/k/a JOSEPH A. WALKER), duly identified before me, who acknowledged that he is Trustee under the WILLIAM B. TACKETT FAMILY TRUST and that in said representative capacity, he executed the foregoing instrument, after first having been duly authorized so to do.

My Commission Expires:

(AFFIX OFFICIAL SEAL)  
  
STATE OF Mississippi  
COUNTY OF Leflore

Charlotte Montgomery  
NOTARY PUBLIC

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30<sup>th</sup> day of November, 2011, within my jurisdiction, the within named JIMMIE KILLUS TACKETT (a/k/a JIMMY K. TACKETT), JOSEPH ALLEN WALKER (a/k/a JOSEPH A. WALKER), REGINA TACKETT WALKER (a/k/a REGINA WALKER), and MARUE POTTER TACKETT (a/k/a MARUE TACKETT), duly identified before me, who acknowledged that they executed the above and foregoing instrument.

My Commission Expires:

(AFFIX OFFICIAL SEAL)  
  
STATE OF MISSISSIPPI  
COUNTY OF LEFLORE

Charlotte Montgomery  
NOTARY PUBLIC

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DEED OF TRUST

from

\_\_\_\_\_

to

\_\_\_\_\_ Trustee

=====  
Filed for Record \_\_\_\_\_  
\_\_\_\_\_ o'clock \_\_\_\_\_ M.  
\_\_\_\_\_, Clerk

=====  
STATE OF MISSISSIPPI \_\_\_\_\_ County Chancery  
\_\_\_\_\_ Court

I certify that this Deed of Trust was filed for record in my office  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M., on the \_\_\_\_\_ day of \_\_\_\_\_,  
and was duly recorded the \_\_\_\_\_ day of \_\_\_\_\_, on  
Page \_\_\_\_\_, Book No. \_\_\_\_\_ in my office.

Witness my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_, Clerk  
\_\_\_\_\_, D.C.

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**EXHIBIT "A"**  
**Property Descriptions**

**EXHIBIT "A" TO DEED OF TRUST**

**TACKETT FISH FARMS, et al to FIRST SOUTH FARM CREDIT, ACA**

**PARCEL 1**

**Tract 1: (Dr. Rau, Inc.)**

The following described real property situate in the Second Judicial District of Tallahatchie County, Mississippi, to-wit:

The West Half of Section 30, Township 23 North, Range 2 West.

AND

The following described real property situate in Sunflower County, Mississippi, to-wit:

The Southeast Quarter, and the South Half of the Northeast Quarter, and the East Half of the West Half of Section 25, Township 23 North, Range 3 West, Sunflower County, Mississippi; and the Northeast Quarter of the Southwest Quarter; and all that part of the Northeast Quarter lying South and West of Quiver River; and all that part of the Southeast Quarter lying South and West of Quiver River in Section 24; and the Northeast Quarter of the Northeast Quarter of Section 25; all in Township 23 North, Range 3 West.

Containing a total of 983 acres, more or less.

**Tract 2: (Dr. Rau, Inc.)**

All of Section 31, Township 23 North, Range 2 West in the Second Judicial District of Tallahatchie County, Mississippi.

**Tract 3: (Dr. Rau, Inc.)**

The following described real property situate in Sunflower County, Mississippi, to-wit:

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Southeast Quarter of Southwest Quarter of Section 24 and Northwest Quarter of Northeast Quarter of Section 25, all in Township 23 North, Range 3 West.

LESS AND EXCEPT, HOWEVER, 3.594 acres, more or less, located in the Southeast Quarter of the Southwest Quarter of Section 24, Township 23 North, Range 3 West, Sunflower County, Mississippi, more particularly described as follows:

Commence at the Southwest corner of the SE¼ of the SW¼ of Section 24, T23N, R3W; thence East 25.00 feet to a point at the intersection of the centerline of a ditch with the east right-of-way line of a public asphalt road and said point being the Point of Beginning of the parcel herein described; thence North along said east right-of-way line 41.00 feet to a point at the beginning of a curve to the left; thence Northwesterly along said east right-of-way line 103.07 feet to a point at the intersection of the said east right-of-way line and a fence; thence North along said fence 366.50 feet; thence North 86°27' East 408.64 feet; thence South 23°22' West 582.30 feet to a point on the centerline of a ditch; thence North 89°34' West along centerline of said ditch 152.00 feet to the Point of Beginning.

**Tract 4: (Szczepan)**

Northeast Quarter and North Half of Southeast Quarter of Section Thirty (30), Township Twenty-three (23) North, Range Two (2) West, same premises conveyed to the said John Hancock Mutual Life Insurance Company by Trustee's Deed dated May 7, 1935, and recorded in the office of the Chancery Clerk of Tallahatchie County, Mississippi, in Book 54 at Page 349.

**PARCEL 2:**

**Tract 1: (DeLoach)**

The Southeast Quarter of the Northeast Quarter of Section 6, Township 22 North, Range 2 West, containing 41 acres, more or less, and being Unit 11 of the P.H. Brooks & Company Division of Section 5, and the East Half of Section 6, Township 22 North, Range 2 West, into 28 units as shown by plat of said subdivision of record in Map Book 1, at Page 39 of the map or plat records of Leflore County, Mississippi,

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ALSO:

An easement for road right-of-way from said Unit 11 over the Plantation Road, along the South side of Unit 10, through Units 15 and 21, over the bridge across Quiver River, connecting said Unit 21 and Unit 28, and through said Unit 28 of said Division to the public gravel road, located on the South line of said Section 5, Township 22 North, Range 2 West, Leflore County, Mississippi.

**Tract 2: (Wofford)**

Southwest Quarter of Northeast Quarter and North Half of Northwest Quarter of Southeast Quarter of Section 6, Township 22 North, Range 2 West, containing 64.35 acres, more or less, and being Units 12 and 13, of the P. H Brooks & Company, Inc., Drew, Mississippi, Division of Section 5; and the East Half of Section 6, Township 22 North, Range 2 West, Leflore County, Mississippi; into 28 units, as shown by the Plat of said Division of record in Map Book 1, at Page 39, of the Map or Plat Records of said County.

Also, an easement for road right-of-way over the plantation road, as now located, between Units 11 and 14, between Units 10 and 15, through Units 15 and 21, across the bridge over Quiver River, connecting Units 21 and 28, and through Unit 28, of said Division, to the public gravel road, located on the South line of said Section 5, Township 22 North, Range 2 West.

**PARCEL 3:****Ellington:**

All that part of the Southeast Quarter of the Southeast Quarter of Section 27, Township 22 North, Range 2 West, lying south of the public road.

The East Half of the Northeast Quarter of Section 34, Township 22 North, Range 2 West, Leflore County, Mississippi;

The Northwest Quarter of Southwest Quarter (NW¼ of SW¼) of Section 35, Township 22 North, Range 2 West, containing 42.15 acres, more or less; less and except, a tract of land 430.3 feet off of the north end of the Northwest Quarter of the Southwest Quarter of Section 35, Township 22 North, Range 2 West, Leflore County, Mississippi containing 13.1 acres, more or less.

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The North Half of Southeast Quarter (N½ of SE¼) of Section 34, Township 22 North, Range 2 West.

Less and except that certain strip of land conveyed by H. C. Strain and Mrs. H. C. Strain to the State Highway Commission of Mississippi in Deed dated September 29, 1952 and recorded in Book 106, at Page 216 of the Land Deed Records of Leflore County, Mississippi, conveying 3.2 acres, more or less, varying in width, extending through, over, on and across the East Half of the Northeast Quarter of Section 34 and the Northwest Quarter of Section 35, and the Southeast Quarter of the Southeast Quarter of Section 27, lying south of present road, all in Township 22 North, Range 2 West, Leflore County, Mississippi.

**PARCEL 4:**

**TRACT 2: (Coleman)**

202.65 acres, more or less, in Section 30, Township 21 North, Range 2 West, Leflore County, Mississippi, said property being further described as follows: Beginning at a point on the West R.O.W. of a county road, said point being located 1486.3 feet North and 25.6 feet West of the Southeast corner of said Section 30, Proceed thence, along the West R.O.W. of said county road, N 0°04'W for 3242.58 feet, thence S 38°37'W for 83.01 feet, thence S 88° 37' W for 451.85 feet, thence S 77° 03'W for 93.18 feet, thence S 88°34' W for 855.68 feet, thence S 3°00' E for 673.51 feet, thence S 89°13' W for 1219.93 feet, thence S 87°41' W for 140.42 feet, thence S 89°35' W for 1000.23 feet, thence S 10°00' W for 874.26 feet, thence S 10°22' W for 432.67 feet, thence S 30°56' E for 164.49 feet, thence S 55°36' E for 121.09 feet, thence S 59°42' E for 595.50 feet, thence S 27°48' E for 136.53 feet, thence N 77°28' E for 75.28 feet, thence N 79°19' E for 741.71 feet, thence N 85°43' E for 1030.64 feet, thence S 0°58' W for 717.45 feet, thence S 89°17' E for 1432.19 feet to the Point of Beginning.

**PARCEL 5:**

**TRACT 1: (Coleman)**

A 203.2101 acre tract situated in part of the Southeast Quarter of Section 32, Township 21 North, Range 2 West, Leflore County, Mississippi, and the South Half of Section 33, Township 21 North, Range 2 West, Leflore County, Mississippi, and described by metes and bounds, as follows:

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Begin at the Southwest corner of Section 33, Township 21 North, Range 2 West, Leflore County, Mississippi, said point being the Point of Beginning of the tract herein described and proceed N 00 Degree 36'09" W for 689.17' to a point; thence proceed N 04 Degrees 57'50" W for 287.70' to a point; thence proceed N 10 Degrees 43'09" W for 614.98' to a point; thence proceed N 85 Degrees 32'35" E for 423.93' to a point; thence proceed N 02 Degrees 12'45" W for 253.57' to a point on the South boundary of Mississippi Highway 442; thence proceed N 89 Degrees 59'59" E for 684.77' to a point; thence proceed South for 25.0' to a point; thence proceed N 89 Degrees 59'55" E for 2850.0' to a point; thence proceed South for 5.0' to a point; thence proceed N 89 Degrees 59'55" E for 950.0' to a point; thence proceed South for 10.0' to a point; thence proceed N 89 Degrees 59'55" E for 150.0' to a point on the centerline of the Quiver River; thence proceed along said centerline with the following bearings and distances: S 13 Degrees 10'E for 685.0' to a point; thence proceed S 45 Degrees W for 190.2' to a point; thence proceed S 87 Degrees 30'W for 245.0' to a point; thence proceed S 40 Degrees 40'W for 272.0' to a point; thence proceed S 04 Degrees 20' E for 505.0' to a point; thence proceed S 35 Degrees E for 187.50' to a point; thence proceed N 84 Degrees 50'E for 188.40' to a point; thence proceed N 62 Degrees 50'E for 209.8' to a point; thence proceed S 44 Degrees 50'E for 183.40' to a point; thence proceed S 16 Degrees E for 138.87' to a point on the South boundary of Section 33, T21N, R2W; thence proceed West along said Section line for a distance of 5188.21' to the Point of Beginning.

LESS AND EXCEPT the following described tract and easement for ingress and egress thereto, which are specifically reserved by Grantors.

A 8.5692 acre tract situated in part of the Southeast Quarter of the Southeast Quarter of Section 33, Township 21 North, Range 2 West, lying West of the Quiver River and more particularly described by metes and bounds as follows, to-wit:

Beginning at the Southwest corner of Section 33, Township 21 North, Range 2 West, from said point proceed East along the South boundary of Section 33, Township 21 North, Range 2 West for a distance of 2,033.12 feet to a point; thence continue East for a distance of 2,176.90 feet to a point at the intersection of said South boundary and the West toe of the existing levee; thence proceed along the West toe of said levee, N 05 degrees 46'19" W for a distance of 238.03 feet to a point; thence continue N 30 degrees 07'33" W for a distance of 128.73 feet to a point; thence continue N 00 Degrees 37'40" W for a distance of 266.90 feet to a point; from said point proceed N 76 Degrees 00'31" E for a distance of 218.42 feet to a point on the centerline of the existing gravel access road; thence continue N 76 Degrees 00'31" E for a distance of 182.66 feet to a point on the centerline of Quiver River; thence following said centerline, proceed S 04 Degrees 20'00" E for a distance of 405.16 feet to a point; thence proceed S 35 Degrees 00'00" E for a distance of 187.50 feet to a point; thence proceed N 84 Degrees 50'00" E for a distance of 188.40 feet to a point; thence proceed N 62 Degrees 50'00" E for a distance of 209.80 feet to a point; thence proceed S 44 Degrees 50'00" E for a distance of 183.40 feet to a point; thence proceed S 16 Degrees 00'00" E for a distance of 138.87 feet to a point at the intersection of the centerline of

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Quiver River and the South boundary of Section 33, Township 21 North, Range 2 West; thence proceed along the South boundary of Section 33, West for a distance of 978.19 feet to the Point of Beginning.

TOGETHER WITH THE FOLLOWING ACCESS EASEMENT TO THE 8.5692 ACRE TRACT:

Beginning at the Southwest corner of Section 33, Township 21 North, Range 2 West, from said point proceed East along the South boundary of Section 33, Township 21 North, Range 2 West for a distance of 2,033.12 feet to a point; thence continue East for a distance of 2,176.90 feet to the West toe of the existing levee; thence proceed along the West toe of said levee, N 05 Degrees 46'19" W for a distance of 238.03 feet to a point; thence continue N 30 Degrees 07'33" W for a distance of 128.73 feet to a point; thence continue N 00 Degrees 37'40" W for a distance of 266.90 feet to a point; from said point proceed N 76 Degrees 00'31" E for a distance of 218.42 feet to a point on the centerline of the existing gravel access road, said point being the Point of Beginning of a twenty feet wide easement, ten feet either side of the line described as follows, to-wit:

From said point proceed N 06 Degrees 05'52" W for a distance of 67.43 feet; thence proceed N 11 Degrees 54'59" E for a distance of 65.20 feet to a point; thence proceed N 29 Degrees 17'50" E for a distance of 44.20 feet to a point; thence proceed N 34 Degrees 07'12" E for a distance of 196.88 feet to a point; thence proceed N 44 Degrees 57'00" E for a distance of 138.75 feet to a point; thence proceed N 42 Degrees 58'34" E for a distance of 304.14 feet to a point; thence proceed N 16 Degrees 55'48" E for a distance of 175.18 feet to a point; thence proceed N 14 Degrees 50'12" W for a distance of 295.44 feet to a point; thence proceed N 00 Degrees 51'58" W for a distance of 132.79 feet to a point on State Highway No. 442.

AND ALSO LESS AND EXCEPT:

A 0.48 acre tract located in the Southwest Quarter of Section 33, Township 21 North, Range 2 West, Leflore County, Mississippi:

Begin at an old 1.5" iron pipe marking the Southeast corner of the Southwest Quarter of said Section 33 and proceed NORTH a distance of 366.11 feet; thence WEST a distance of 2396.11 feet to a ½" iron pipe marking the Point of Beginning of the tract herein described; from said Point of Beginning proceed N 02°43'27" W 94.10' to a ½" iron pipe; thence N 88°58'54" W 202.81' to a ½" iron pipe on the east boundary of a gravel public road; thence S 00°44'33" E along the east boundary of said gravel public road a distance of 110.65' to a ½" iron pipe; thence N 86°22'28" E 206.23' to the Point of Beginning. Bearings in this description are Geodetic from Global Positioning System.

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**PARCEL 6**

**Prestidge:**

TRACT 1: The Northwest Quarter of the Northwest Quarter of Section 1, of Township 20, of Range 2 West;

TRACT 2: The following tract or parcel of land in Township 20 North, Range 2 West to-wit:

The Northeast Quarter of the Northwest Quarter in Section 1, LESS AND EXCEPT a strip of land 570.5 feet wide off the East side thereof containing 16.3 acres, more or less, which said strip of land was conveyed to Mrs. Vally D. Ethridge by said Partition Deed dated July 17, 1962, and recorded in Book 138, Page 243 of the Land Deed Records of Leflore County, Mississippi.

TRACT 3: All that part of the Southwest Quarter of Section 36, Township 21 North, Range 2 West which lies South of Mississippi Highway 442 (Schlater-Doddsville Highway).

LESS AND EXCEPT the following parcels:

(1) A strip of land containing 23.7 acres, more or less, being a strip of land 570.5 feet wide off of the East side of that part of the East Half of the Southwest Quarter lying South of the Schlater-Doddsville Highway, which said strip of land was conveyed to Mrs. Vally D. Ethridge by Partition Deed dated July 17, 1962, and recorded in Book 138, Page 243 of the Land Deed Records of Leflore County, Mississippi, said excepted strip of land being more particularly described by metes and bounds as follows:

Begin at the Southeast corner of the said East Half of the Southwest Quarter of Section 36 and run thence North and along the Eastern boundary line of the said East Half of the Southwest Quarter for the distance of 1,803 feet to a point on the Southern boundary line of the right-of-way of the Schlater-Doddsville Highway; run thence North 89° West and along the said Southern boundary line of the right-of-way of the Schlater-Doddsville Highway for the distance of 570.5 feet; run thence South and parallel with the said Eastern boundary line of the East Half of the Southwest Quarter of Section 36 for the distance of 1813 feet to a point on the Southern boundary line of the said East Half of the Southwest Quarter of Section 36; run thence East and along the Southern boundary line of the said East Half of

the Southwest Quarter of Section 36 for the distance of 570.5 feet to the point of beginning.

(2) That certain tract described in Warranty Deed executed by Floyd Hobson Gary to Jessie L. Young III, et ux, recorded in Book 195, Page 306 of the Land Deed Records of Leflore County, Mississippi, more particularly described as follows:

Begin at the Quarter Section corner between Section 1, Township 20 North, Range 2 West and Section 36, Township 21 North, Range 2 West, and proceed North for a distance of 1,803.3 feet to the South boundary of Mississippi Highway 442; thence proceed North 88°40' West along the South right of way of Highway 442 for a distance of 571.3 feet to a concrete post marking the point of beginning of the tract herein described; from said point of beginning proceed North 88°40' West for a distance of 175 feet to an iron stake; thence proceed South for a distance of 250 feet to an iron pipe, thence proceed South 88° 40' East for a distance of 175 feet to an iron pipe; thence proceed North for a distance of 250 feet to the point of beginning. The above tract of land containing 1.00 acre and is situated in the Southwest Quarter of Section 36, Township 21 North, Range 2 West, Leflore County, Mississippi.

(3-Hangar/Airstrip) A 8.51 acre tract located in the Southwest Quarter of Section 36, Township 21 North, Range 2 West, and in the Northwest Quarter of Section 1, Township 20 North, Range 2 West, Leflore County, Mississippi:

Begin at a picker spindle in the centerline of a paved public road marking the Southwest corner of said Section 1 and proceed N 89°55'41" E along the South boundary of the North Half of the Northwest Quarter of said Section 1 a distance of 674.40' to ½ O iron pipe marking the Point of Beginning of the tract herein described, from said Point of Beginning proceed N 07°51'29" E a distance of 2562.14' to a ½" iron pipe; thence N 01°03'37" W a distance of 537.19' to a ½" iron pipe on the South Right of Way boundary of Mississippi Highway No. 442; thence S 89°11'54" E along said Right of Way boundary a distance of 537.41' to a ½" iron pipe; thence S 07°36'33" W a distance of 55.55' to a ½" iron pipe; thence S 41°26'35" W a distance of 281.99' to a ½" iron pipe; thence S 57°43'53" W a distance of 87.74' to a ½" iron pipe; thence S 75°00'14" W a distance of 160.00' to a ½" iron pipe; thence S 07°50'52" W a distance of 1393.54' to a ½" iron pipe; thence S 07°35'02" W a distance of 1344.12' to a ½" iron pipe on the South boundary of the North Half of the Northwest Quarter of said Section 1; thence S 89°55'41" W along the South boundary of the North Half of the Northwest

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Quarter of said Section 1 a distance of 87.30' to the Point of Beginning. Bearings in this description are Geodetic from Global Positioning System.

TRACT 4: All that part of the Southwest Quarter, and all that part of the Northwest Quarter of Section 36, Township 21 North, Range 2 West, which lies North of Highway 442, and South of the Centerline of McNutt Lake, and East of the following described line, to-wit:

Beginning at an iron stake located 783 feet, North 89 degrees W of the quarter section corner between Sections 35 & 36, Township 21 North, Range 2 West, said point also referenced in Deed Book 312, Page 444; from said point proceed along the centerline of a shallow ditch, running North 15 degrees 48' 56" E for a distance of 968.10 feet to a point on the Southwest Corner of that certain one acre parcel conveyed to McClure described in Deed Book 206 on Page 370; from said Point proceed along the North boundary of County Gravel Road No. 55 right-of-way, S 68 degrees 36' 14" E for a distance of 210 feet to the Southeast Corner of that certain one acre tract; thence continue along the North boundary of said road right-of-way, South 68 degrees 36' 14" E for a distance of 489.52 feet to a point on a fence corner; said point being the Southwest Corner of that certain 1.93 acre tract conveyed to Leflore County described in Deed Book 121 on Page 229; from said point continue along the North boundary of the Gravel County Road No. 55 right-of-way, South 68 degrees 36' 14" E for a distance of 355 feet to the Southeast Corner of that certain 1.93 acre tract; thence proceed North 8 degrees E along the East boundary of said parcel for a distance of 230 feet to a point on the centerline of McNutt Lake; thence proceed along centerline of McNutt Lake, South 72 degrees 15' E for a distance of 438 feet; thence continue along the centerline of McNutt Lake, South 54 degrees 25' E for a distance of 548.36 feet to a point, said point being the BEGINNING AND NORTHERN MOST POINT OF THE LINE HEREIN DESCRIBED; from said point thence proceed S 17 degrees 48' 33" W for a distance of 141.80 feet to an iron stake found on the Northwest Corner of that certain 0.902 acre parcel conveyed or to be conveyed to Poe; thence proceed S 17 degrees 48' 33" W for a distance of 220.04 feet to an iron stake found on the Southwest Corner of that certain 0.902 acre tract (Said call being along the western boundary of 0.902 acre tract, although the call and distance in the Deed to Poe on said tract from the Southwest Corner to the Northwest Corner was described as "North 19° 10' 15" East for 220.11 feet"); thence proceed South 4 degrees 53' 54" W for a distance of 99.65 feet to the Northeast Corner of that certain 2.9529 acre tract conveyed to Gary described in Deed Book 274, at Page 153; thence proceed along the East boundary of said parcel, South 12 degrees 13' 53" W for a distance of 636.11 feet to a point on the North boundary of Highway 442, WHICH IS THE SOUTHERN MOST POINT AND TERMINUS OF SAID LINE HEREIN DESCRIBED;

Together with a non-exclusive easement of ingress and egress forty feet (40') in width adjacent to and along the western boundary of a portion of the above described line, described as follows:

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BEGINNING AT NORTHERN MOST POINT OF THE LINE HEREINABOVE DESCRIBED; from said point thence proceed S 17 degrees 48'33" W for a distance of 141.80 feet to an iron stake found on the Northwest Corner of that certain 0.902 acre parcel conveyed or to be conveyed to Poe TO THE POINT ON SAID LINE WHERE THE EASEMENT HEREIN GRANTED BEGINS; thence proceed S 17 degrees 48' 33" W for a distance of 220.04 feet to an iron stake found on the Southwest Corner of that certain 0.902 acre tract (Said Call being along the western boundary of said 0.902 acre tract, although the call and distance in the Deed to Poe on said tract from the Southwest corner to the Northwest corner was described as "North 19° 10'15" East for 220.11 feet"); thence proceed South 4 degrees 53'54" W for a distance of 99.65 feet to the Northeast Corner of that certain 2.9529 acre tract conveyed to Gary described in Deed Book 274, at Page 153, TO THE POINT ON SAID LINE WHERE THE EASEMENT HEREIN GRANTED ENDS.

LESS AND EXCEPT the following tracts or parcels of land:

[1] That certain 0.6 acre tract conveyed to Bobby L. Poe, et ux, as described in Deed Book 201, Page 544, being corrected by Correction Deed recorded in Book 228, Page 620, of the Land Deed Records of Leflore County, Mississippi, more particularly described as; Begin at the point where the East Line of Section 36, Township 21 North, Range 2 West, intersects the center line of Mississippi Highway #442, and proceed in a Northerly direction along said East Line of Section 36 for a distance of 398 feet to a point; thence proceed in a Westerly direction along the South right of way of the Public Road for a distance of 3760 feet to the point of beginning of the tract herein described; from said point of beginning proceed South 12 degrees West for a distance of 130 feet; thence proceed North 75 degrees 55 minutes West for a distance of 170 feet; thence proceed North 12 degrees East for a distance of 159 feet to a point on the South boundary of the Gravel Public Road; thence proceed South 66degrees 30 minutes East along the Gravel Public Road for a distance of 175 feet to the point of beginning.

[2] A 0.902 acre tract situated in part of the S ½ of the S ½ of the NW ¼ & part of the N ½ of the N ½ of the SW ¼ of Section 36, T21N, R2W, Leflore County, Mississippi @ Schlater and lying South of the McNutt Lake Road and North of Hwy 442, conveyed to Poe, and more particularly described by metes and bounds as follows, to-wit:

Beginning at the point where the East line of Section 36 intersects with the centerline of Mississippi Highway 442 and proceed along said East boundary North for a distance of 398 feet to the South Boundary of McNutt Lake Road; thence proceed along said South Boundary in a Northwesterly direction for a

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distance of 3,760 feet to an iron stake on the Northeast corner of that certain 0.6 acre tract conveyed to Bobby Poe recorded in Deed Book 201 on Page 544, said point being the Point of Beginning of the tract herein described; from said point proceed South 69 degrees 40'39" E along the South Boundary of McNutt Lake Road for a distance of 48.57 feet to an iron stake; thence proceed S 06 degrees 42' 19" W for a distance of 140.64 feet to a point; thence proceed N 79 degrees 22' 42" W for a distance of 378.67 feet to an iron stake; thence proceed N 19 degrees 10' 15" E for a distance of 220.11 feet to an iron stake on the South Boundary of McNutt Lake Road; thence proceed along said South Boundary, S 65 degrees 19'28" E for a distance of 123.16 feet to an iron stake on the Northwest corner of that certain 0.60 acre parcel conveyed to Poe; thence proceed along the West boundary of said 0.60 acre parcel, S 12 degrees W for a distance of 159 feet to an iron stake marking the Southwest Corner of that certain 0.60 acre tract; thence proceed along the South boundary of said tract, S 75 degrees 55'00" E for a distance of 170 feet to an iron stake on the Southeast Corner of that certain 0.60 acre tract; thence proceed along the West Boundary of said certain 0.60 acre tract, N 12 degrees E for a distance of 130 feet to the Point of Beginning.

[3] That certain tract described in Warranty Deed executed by Floyd Hobson Gary to Joel E. Cumberland, et ux, recorded in Book 185, page 226 of the Land Deed Records of Leflore County, Mississippi, said property now being owned by Venie S. Wilson; together with a 20 foot wide right-of-way for an access road as set forth in instrument executed by Floyd Hobson Gary, et ux, in favor of Venie S. and Melza Wilson, recorded in Book 252, at Page 259 of the Land Deed Records of Leflore County, Mississippi; more particularly described as; Begin at the point where the East line of Section 36, Township 21 North, Range 2 West intersects the centerline of Mississippi Highway #442 and proceed in a northerly direction along said East line of Section 36 for a distance of 398 feet to a point; thence proceed in a westerly direction along the south right of way of the public road for a distance of 3,022 feet to the point of beginning of the tract herein described; from said point of beginning proceed South 15 degrees West for a distance of 180 feet to a point; thence proceed North 75 degrees West for a distance of 150 feet to a point; thence proceed North 15 degrees East for a distance of 180 feet to a point; located on the southern right of way of the gravel public road; thence proceed South 75 degrees East along the southern boundary of said 150 feet to the point of beginning.

There is also included in this tract the strip of land approximately 75 feet in width adjacent to the North side of the above described lot, between the North boundary of said above described tract and the Mean Low Waters Edge of McNutt Lake.

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[4] That certain 0.020 acre tract described in Warranty Deed executed by Floyd Hobson Gary, et ux, to The Town of Schlater, recorded in Book 209, Page 594 of the Land Deed Records of Leflore County, Mississippi, more particularly described as follows:

A part or parcel of Section 36, Township 21 North, Range 2 West, being located within the corporate limits of the Town of Schlater, Mississippi, more particularly described as follows:

Beginning at a point located 2914.73 feet South and 2598.70 feet East of the Northwest Corner of Section 36; from said point of beginning thence run South 76° 26' 23" East for 30.00 feet to a point; thence run South 00° 42' 34" East for 30.00 feet to a point; thence run North 76° 26' 23" West for 30.00 feet to a point; thence run North 00° 42' 34" West for 30.00 feet to said point of beginning of the herein described tract containing 0.020 acres, more or less.

[5] A 0.449 acre tract of land located in the Southwest Quarter of Section 36, Township 21 North, Range 2 West, Leflore County, Mississippi, conveyed to EUGENE McLEMORE and CHEYENNE McLEMORE, by Deed dated April 1, 1994, and recorded in Book 301, Page 121, of the Land Deeds Records of Leflore County, Mississippi, said tract being more particularly described as follows, to-wit:

Begin at a picker spindle in an asphalt road, said spindle marking the southwest corner of Section 36, Township 21 North, Range 2 West, Leflore County, Mississippi and proceed North 1888.87 feet to a point; thence proceed East 2531.50 feet to an iron pipe on the north Right of Way Boundary of Miss. Highway No. 442 at a point 50 feet left of centerline station 294+39.18, said iron pipe marking the Point of Beginning of the tract herein described; from said Point of Beginning proceed South 88 degrees, 37 minutes, 07 seconds East along said Right of Way 82.69 feet to an iron pipe; thence proceed North 20 degrees, 55 minutes, 42 seconds East 28.74 feet to an iron pipe on the west boundary of Balkin Street; thence proceed North 1 degrees, 42 minutes, 12 seconds East along the west boundary of Balkin Street 198.04 feet to an iron pipe; thence proceed North 88 degrees, 37 minutes, 07 seconds West, 81.17 feet to an iron pipe; thence proceed South 4 degrees, 29 minutes, 48 seconds West 225.46 feet to the Point of Beginning. Bearings in this description are by solar observation.

[6] That certain parcel of land containing 0.150 acres as set forth in Deed from Claudine Lusk Gary, to F. Hobson Gary, Jr., dated November 7, 1996,

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recorded in Book 317, Page 314 of the Land Deed Records of Leflore County, Mississippi, said tract being more particularly described as follows to-wit:

A parcel of land containing 0.150 acres located in the S/W 1/4 of Section 36, Township 21 North, Range 2 West, Leflore County, Mississippi, described as follows:

Commencing at an existing iron pipe on the North right-of-way of Miss. No. 442 Highway that is 1888.87 feet North of and 2531.50 feet East of a cotton picker spindle in a public road marking the SW corner of said Section 36, and then run North 04 degrees 29 minutes 48 seconds East 286.58 feet to an iron bar set at the Point of Beginning; then continue North 04 degrees 29 minutes 48 seconds East 86.59 feet to an iron bar set; then East 73.03 feet to an iron bar set on the West boundary of Balkin Street; then South 01 degrees 03 minutes 20 seconds West along said West boundary 86.33 feet to an iron bar set; then West 78.22 feet to the Point of Beginning.

The record bearing for this description is the center of Miss. No. 442 Highway (South 88°37 minutes 07 seconds East).

[7] Description of a 2.59 acre tract located in the southwest quarter of Section 36, Township 21 North, Range 2 West, Leflore County, Mississippi:

Begin at a picker spindle in the centerline of a paved public road marking the southwest corner of said Section 36 and proceed N 28°16'44" E a distance of 2197.52' to a 1/2" iron pipe on the north Right of Way boundary of Mississippi Highway No. 442, said iron pipe marking the southeast corner of the Timothy Carroll Thompson 2.9529 acre tract described in Deed Book 359 on Page 119 of the Land Deed Records of Leflore County, Mississippi, said iron pipe marking the Point of Beginning of the tract herein described, from said Point of Beginning proceed N 12°14'00" E along the east boundary of said Thompson tract a distance of 443.90' to a 1/2" iron pipe; thence S 85°23'25" E a distance of 125.05' to a 1/2" iron pipe; thence N 80°13'09" E a distance of 137.85' to a 1/2" iron pipe marking the northwest corner of the Jeremy Smith 2.266 acre tract described in Deed Book 383 on Page 604; thence S 11°47'04" W along the west boundary of said Smith tract a distance of 460.40' to a 3/4" iron pipe marking the southwest corner of said Smith tract; thence N 89°13'44" W along the north Right of Way boundary of said Mississippi Highway No. 442 a distance of 260.55' to the Point of Beginning. Bearings in this description are Geodetic from Global Positioning System.

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[8] That certain parcel of land containing 2.226 acres, being the former residence of Claudine Lusk Gary, more particularly described as follows:

A 2.266 acre tract of land located in the Southwest Quarter of Section 36, Township 21 North, Range 2 West, Leflore County, Mississippi, and being more particularly described as follows, to-wit:

Begin at an iron stake under an asphalt road, said iron stake marking the Southwest Corner of Section 36, Township 21 North, Range 2 West, Leflore County, Mississippi, and proceed N 34°33'52" E a distance of 2329.26 feet to an iron pipe on the north right of way boundary of Mississippi Highway 442, said iron pipe marking the Point of Beginning of the tract herein described: from said Point of Beginning proceed S 88°37'46" E along said right of way a distance of 258.00 feet to an iron pipe; thence proceed N 5° 22' 38" E, a distance of 401.61 feet to an iron pipe; thence proceed N 74° 05' 00" W a distance of 204.64 feet to an iron pipe; thence proceed S 12° 23' 07" W a distance of 460.50 feet to the Point of Beginning.

**Meeks:**

TRACT 5: The East Half of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 1, Township 20 North, Range 2 West, containing 113.2 acres, more or less, located in Leflore County, Mississippi.

**Balkin:**

**TRACT I:**

All of that part of SW¼ of Sec. 31, Township 21 North, Range 1 West, lying south of a line described as follows:

Begin at a point on west side of said quarter section, which is 1669.2 feet south from the quarter section post in west side of said section, and run thence North 89 degrees east a distance of 300 feet; thence north one degree west 20 feet; thence north 89 degrees east along the south side of a 20 foot alley south of the Lane Addition to the Village of Schlater, Mississippi, as shown by plat thereof now on record in Plat Book 2 at Page 6 of the Plat Records of Leflore County, Mississippi, and continue thence north 89 degrees east to eastern side of said quarter section in Township 21 North, Range 1 West; and all of Block 19 of the Lane Addition to the Town of Schlater, Mississippi, as shown by plat thereof recorded in Plat Book 2, at Page 6 of the Plat Records of Leflore County, Mississippi;

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**LESS AND EXCEPT:**

That certain 0.47 acre tract of land conveyed to the Trustees of the First Baptist Church of Schlater, Mississippi, as set forth in Deed Book 188, at Page 383, being located in Section 31 Township 21 North, Range 1 West, in Leflore County, Mississippi, being a part of Block Nineteen (19) of the Lane Addition to the Town of Schlater, Mississippi, described by metes and bounds as follows, to-wit:

Begin at the Section Corner between Section 31, T21N, R1W, Section 6, T20N, R1W, Section 1, T20N, R2W, and Section 36, T21N, R2W, Leflore County, Mississippi, and proceed North along the Range Line between Section 31, T21N, R1W and Section 36, T21N, R2W, said line also being the western boundary line of said Section 31, and the center line of the Old Southern Railroad, for a distance of 915 feet to a point located on said Range Line; Thence proceed East for a distance of 50 feet to the point of beginning of the tract herein described. Said point being located on the former eastern right of way of the said Old Southern Railroad; from said point of beginning proceed East for a distance of 170 feet to a point; thence proceed North for a distance of 120 feet to a point; thence proceed West for a distance of 170 feet to a point; thence proceed South for a distance of 120 feet to a point of beginning.

**TRACT II:**

W $\frac{1}{2}$  of Section 6, Township 20 North, Range 1 West.

**TRACT III:**

E $\frac{1}{2}$  of Section 1, Township 20 North, Range 2 West.

**TRACT IV:**

S $\frac{1}{2}$  of NW $\frac{1}{4}$  and NW $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section One (1), Township Twenty (20) North, Range Two (2) West.

**TRACT V:**

A certain strip of land in the Village of Schlater in Leflore County, Mississippi, described as follows: Begin at a point on the east line of the former right-of-way of the Itta Bena-Schlater & Minter City Railroad Company, said point being 50 feet east of the center line of said former railway and 1185 feet north of Township line between Townships 20 and 21, and running thence

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east perpendicular to the center line of said former railway 200 feet; thence north parallel to the center line of said former railway 800 feet; thence West 200 feet to the eastern edge of the former right-of-way of said railway; thence south parallel with and contiguous to the eastern line of said former right-of-way 800 feet to the point of beginning; containing 3.60 acres, more or less, in Section 31, Township 21, Range 1 West, in Leflore County, Mississippi; the total length of said strip of land being about 800 feet, and the entire quantity being estimated at 3.60 acres, be the same more or less, it being the intention of the undersigned to sell and convey hereby that certain strip of land described in that certain deed made and executed by R. B. Schlater and Mrs. F. E. Schlater on March 3, 1890, in favor of the Georgia Pacific Railway Company, said deed being filed for record on March 3, 1890, and recorded in Book 14, at Page 451 of the Record of Land Deeds of Leflore County, Mississippi, reference to which is hereby made. Said property is generally depicted on the plat of the Lane Addition to the Town of Schlater, recorded in Book 2, at Page 6 of the Plat Records of Leflore County, Mississippi, as the "Station Grounds" lying west of Park Street; and all property, if any, located South of said 3.60 acre strip of land described above, and North of Block 19 of the Lane Addition to the Town of Schlater, as shown by plat thereof, recorded in Plat Book 2, at Page 6 of the Plat Records of Leflore County, Mississippi.

And also a certain strip of land described as follows, to-wit:

Begin at a point on the east line of the former right of way of the Itta Bena, Schlater & Minter City Railroad Company and/or the Southern Railroad Company, said point being the Northwest corner of the lot of land described above, and running thence West across said former right of way, and perpendicular to the center line of said former right of way, a distance of 100 feet to the western edge of said former railroad right of way, thence South parallel to the center line of said former railroad and along the western edge of said former right of way a distance of 800 feet; thence east and perpendicular to the western line of said former railroad right of way and across said former right of way a distance of 100 feet to the Southwest corner of the lot of land hereinbefore described; thence North parallel with and contiguous to the eastern line of said former right of way, a distance of 800 feet, to the point of beginning, containing 1.8 acres more or less, in Section 36, Township 21, Range 2 West, in Leflore County, Mississippi.

And all that part of the former railroad right of way of the Itta Bena, Schlater, Minter City Railroad Company and/or the Southern Railroad Company, as the same was formerly located along the eastern boundary of Section 36, Township 21 North, Range 2 West, and the western boundary of Section 31, Township 21 North, Range 1 West, located South of Mississippi State highway 442, and along the eastern boundary of Section 1, Township 21 North, Range 2 West, and the western boundary of Section 6, Township 20 North, Range 2 West, in Leflore County, Mississippi.

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**LESS AND EXCEPT:**

Those certain two (2) parcels of property as set forth and described in Deed from David Holliman to I. D. Denton dated January 22, 2003, recorded in Book 372, at Page 94 of the Land Deed Records of Leflore County, Mississippi.

**TRACT VI:**

The Southeast Quarter (SE $\frac{1}{4}$ ), of Section Thirty-Six (36), Township Twenty-One (21) North, Range Two (2) West;

And

That certain tract or parcel of land located along the eastern boundary of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 36, Township 21 North, Range 2 West, said tract or portion thereof, being located in the Southeast Quarter (SE $\frac{1}{4}$ ) of said Section 36 and possibly in the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 31, Township 21 North, Range 1 West, more particularly described as follows, to-wit:

That certain parcel formerly constituting part of the right-of-way for the Southern Railroad, and being depicted on the map or plat of the Lane Addition to the Town of Schlater, as said map is shown in Book 2, at Page 6 of the Plat Records of Leflore County, Mississippi, said parcel being bordered on the East by Beatrice Street; on the North by Lake Avenue and McNutt Lake; and on the South by the street designated as First Avenue, which is presently Mississippi State Highway 442; the western boundary of said parcel being the former western right-of-way boundary of said former railroad right-of-way.

**LESS AND EXCEPT:**

**PARCEL A - Post Office Lot:**

That certain parcel of land containing 0.229 acres, more or less, as set forth and described in Deed to Janice H. Marks, et al, dated February 11, 1991, and recorded in Book 272, at Page 613 of the Land Deed Records of Leflore County, Mississippi.  
Said property being identified as Parcel 04931030300300 on the 2006 Land Roll of Leflore County, Mississippi.

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**PARCEL B - Water Tower Lot:**

That certain parcel of land 50' x 75' located in the old Southern Railroad right-of-way in the Town of Schlater, Mississippi, as set forth and described in Deeds to Schlater Water Association, Inc. recorded in Book 151, at Page 303 and Book 152, at Page 32 of the Land Deed Records of said County. Said property being identified as Parcel No.04931030300100 on the 2006 Land Roll of Leflore County, Mississippi.

**PARCEL C :**

That certain parcel of land containing 0.014 acres, more or less, located in Section 36, Township 21 North, Range 2 West, as set forth and described in Warranty Deed to the Town of Schlater, dated November 13, 1979, and recorded in Book 210, at Page 328 of the Land Deed Records of said County.

**THERE IS ALSO EXCEPTED** from the property herein conveyed the following tracts or parcels of land located within the corporate limits of the Town of Schlater, Mississippi, described as follows, to-wit:

1. A 0.2863 acre tract of land as described in deed from Joseph Hyam, et al to Schlater Parts, Inc., dated September 9, 1992, recorded in Book 283, at Page 591 of the Land Deed Records of Leflore County, Mississippi. Said property being identified as Parcel No.050360400003.10 on the 2006 Land Roll of Leflore County, Mississippi.
2. That certain tract or parcel of land containing 0.38 acres, more or less, as described in deed from Alvin Kahn, et al, to Donald Counts, dated April 7, 1969, and recorded in Book 163, at Page 43 of the Land Deed Records of Leflore County, Mississippi. Said property being identified as Parcel No.05036040000400 on the 2006 Land Roll of Leflore County, Mississippi.
3. That certain tract or parcel of land as described in deed from Sam Balking to R. H. Hester, et ux, dated July 14, 1949, and recorded in Book 96, Page 393 of the Land Deed Records of Leflore County, Mississippi. Said property being identified as Parcel No.05036040000500 on the 2006 Land Roll of Leflore County, Mississippi.

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4. That certain lot 82' x 167' as described in deed from Alvin Kahn, et al to Oscar Adams, et ux, dated April 19, 1967, and recorded in Book 156, at Page 324 of the Land Deed Records of Leflore County, Mississippi. Said property being identified as Parcel No. 05036040000600 on the 2006 Land Roll of Leflore County, Mississippi.
5. That certain tract or parcel of land as described in deed from Alvin C. Kahn, et al to Edna Odell Dodd, dated August 27, 1974, and recorded in Book 188, at Page 148 of the Land Deed Records of Leflore County, Mississippi. Said property being identified as Parcel 05036040000700 on the 2006 Land Roll of Leflore County, Mississippi.
6. That certain tract or parcel of land as described in deed from Sam Balkin to Dorothy Rosenblum, dated May 3, 1950, recorded in Book 99, at Page 214 of the Land Deed Records of Leflore County, Mississippi. Said property being identified as Parcel No. 05036040000800 and Parcel 050360400008.10 on the 2006 Land Roll of Leflore County, Mississippi.
7. That certain lot or parcel of land as described in deed from Alvin Kahn, et al to Charles E. McClure and Joe A. McClure, dated September 25, 1968, and recorded in Book 161, at Page 60 of the Land Deed Records of Leflore County, Mississippi. Said property being identified as Parcel 05036040001100 on the 2006 Land Roll of Leflore County, Mississippi.
8. That certain tract or parcel of land as described in deed from Alvin Kahn, et al to James E. Bramlett, et ux, dated April 19, 1967, recorded in Book 156, at Page 311 of the Land Deed Records of Leflore County, Mississippi. Said property being identified as Parcel 05036040001200 on the 2006 Land Roll of Leflore County, Mississippi.
9. That certain parcel of land as described in deed from Sam Balkin to Edith Kahn Hyam, dated July 14, 1949, recorded in Book 96, at Page 113, said property being also set forth and described in deed from Joseph Hyam, et al, to Jessie Clinton Horne, III, et ux, dated April 22, 1985, and recorded in Book 239, at Page 503, of the Land Deed Records of said County. Said property being identified

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- as Parcel 050360400014.10 on the 2006 Land Roll of Leflore County, Mississippi.
10. That certain one (1) acre tract or parcel of land as described in deed from Joseph Hyam, et al to J. C. Horne, Jr., et ux, dated April 22, 1985, recorded in Book 239, at Page 498 of the Land Deed Records of Leflore County, Mississippi. Said property being identified as Parcel 050360400014.20 on the 2006 Land Roll of Leflore County, Mississippi.
  11. That certain tract or parcel of land as described in deed from Alvin Kahn, et al to William Boyd Ray, et ux, dated May 22, 1967, and recorded in Bok 156, Page 335 of the Land Deed Records of Leflore County, Mississippi. Said property being identified as Parcel No. 05036040001500 on the 2006 Land Roll of Leflore County, Mississippi.
  12. Those certain tracts or parcels of land as described in two (2) separate deeds from Joseph Hyam, et al to Jack Wesley Oswalt, the first deed being dated June 2, 1986, and recorded in Book 244, at Page 642 of the Land Deed Records of Leflore County, Mississippi, and the second deed being dated June 15, 1994, and recorded in Book 302, at Page 489 of the Land Deed Records of Leflore County, Mississippi. Said property being identified as Parcel 050360400017.10 on the 2006 Land Roll of Leflore County, Mississippi.
  13. That certain 0.26 acre tract of land as described in deed from Joseph Hyam, et al to Donnie McNeal, dated July 5, 1989, and recorded in Book 264, at Page 233 of the Land Deed Records of Leflore County, Mississippi. Said property being identified as Parcel 050360400017.20 on the 2006 Land Roll of Leflore County, Mississippi.
  14. That certain 0.34 acre tract of land as described in deed from Rheta Jean Hyam Cole, et al to I. D. Denton, et ux, dated May 30, 2006, recorded in Book 396, at Page 217 of the Land Deed Records of Leflore County, Mississippi. Said property not having been assigned a parcel number for 2006, but being located between Parcel No. 05036040000700 and Parcel No.05036040000800 on the 2006 Land Roll of Leflore County, Mississippi.

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15. All land located within the present right of way boundaries of Mississippi State Highway 442.

**TRACT VII: (N/A)**

**TRACT VIII:**

Part of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of Section One (1), Township Twenty (20) North, Range Two (2) West, all in Leflore County, Mississippi, and further described as follows, to-wit:

A tract of land containing 16.3 acres, more or less, being a strip of land 570.5 feet wide off of the East side of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 1, Township 20 North, Range 2 West, in Leflore County, Mississippi; also

A tract of land containing 23.7 acres, more or less, being a strip of land 570.5 feet wide off of the East side of that part of the E $\frac{1}{2}$  of the SW $\frac{1}{4}$  lying South of the Schlater-Doddsville Highway (being Mississippi State Highway 442) in Section 36, Township 21 North, Range 2 West, in Leflore County, Mississippi, described by metes and bounds as follows, to-wit: Begin at the Southeast corner of the said E $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 36 and run thence North and along the Eastern boundary line of the said E $\frac{1}{2}$  of the SW $\frac{1}{4}$  for the distance of 1803 feet to a point on the Southern boundary line of the right-of-way of the Schlater-Doddsville Highway; run thence North 89 degrees West and along the said Southern boundary line of the right-of-way of the Schlater-Doddsville Highway for the distance of 570.5 feet; run thence South and parallel with the said Eastern boundary line of the E $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 36 for the distance of 1813 feet to a point on the Southern boundary line of said E $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 36; run thence East and along the Southern boundary line of the said E $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 36 for the distance of 570.5 feet to the point of beginning.

**LESS AND EXCEPT FROM THE BALKIN TRACT:**

A 4.18 acre tract located in the Southwest Quarter of Section 31, Township 21 North, Range 1 West, Leflore County, Mississippi, described by metes and bounds as follows, to-wit:

Begin at an old iron pipe marking the Southwest corner of said Section 31 and proceed EAST 264.23 feet to a point, thence NORTH 1041.97 feet to an iron pipe marking the Southwest corner of Park Street as shown on a plat of the Laie Addition to the Town of Schlater, Leflore County, Mississippi, recorded in Plat

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Book 2 on Page 6 of the plat records on file in the Office of the Chancery Clerk of Leflore County, Mississippi, said iron pipe marking the Point of Beginning of the tract herein described, from said Point of Beginning proceed S 80°30'42" W a distance of 30.37' to an iron pipe marking the Northeast corner of the First Baptist Church of Schlater, Mississippi, 0.47 acre tract described in Deed Book 188 on Page 383; thence S 89°26'47" W along the North boundary of said church tract a distance of 170.00' to an iron pipe marking the Northwest corner of said church tract; thence S 89°26'47" W a distance of 26.26' to an iron pipe on the east boundary of a gravel road; thence proceed along the east boundary of said road the following calls; N 00°31'25" E 641.93' to an iron pipe; N 03°27'19" W 186.54' to an iron pipe; thence leaving said road proceed N 89°32'48" E a distance of 223.63' to an iron pipe on the west boundary of Park Street; thence S 00°33'13" E along the west boundary of said Park Street a distance of 823.01' to the Point of Beginning. Bearings in this description are Geodetic from Global Positioning System.

**PARCEL 7:****Aquapro: (368-123)**

Tract 1:

The Northwest Quarter of Section 18, Township 20 North, Range 2 West.

Tract 2:

The North Half of the Northeast Quarter of Section 18, Township 20 North, Range 2 West, Leflore County, Mississippi.

Tract 3:

That certain tract of land in Section 17, Township 20 North, Range 2 West, Leflore County, Mississippi, described as follows:

Begin at the Northwest corner of Section 17, Township 20 North, Range 2 West, and run thence South 88 degrees 50 minutes East, 1174 feet to the center thread of Quiver River; thence in a Southwesterly direction following the center thread of said Quiver River and the meanderings thereof, as they now exist, to a point in the west side of said Section 17, which is 722 feet South

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of the point of beginning; run thence North along the West side of said Section 17, 722 feet to the point of beginning, containing 18.18 acres in the Northwest Quarter of Section 17.

**Borodofsky: (344-509)**

All that part of the East Half of the Southwest Quarter of Section 4, which lies South and West of Quiver River; Southwest Quarter of Southwest Quarter of Section 4, except that part lying North of Quiver River; Northeast Quarter of Northeast Quarter, and North Half of Southeast Quarter of Northeast Quarter of Section 8; all that part of the Northwest Quarter of the Northeast Quarter of Section 9, which lies West of Quiver River; all that part of the Northwest Quarter of Section 9 which lies West of Quiver River; all in Township 20 North, Range 2 West, containing 276.55 acres, more or less, and hereby meaning to describe that certain property conveyed by John Hancock Mutual Life Insurance Company to W. R. Shelton and wife, Josie G. Shelton, by deed dated November 4, 1936, recorded in Land Deed Record Book No. 70, at Page 399, in the records in the office of the Clerk of the Chancery Court of Leflore County in Greenwood, Mississippi.

**Hyman: (272-714)**

The North Half of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter and the West Half of the Southwest Quarter of Section 5; the Southeast Quarter and the East Half of the Northeast Quarter of Section 6; all in Township 20 North, Range 2 West, Leflore County, Mississippi.

**Stuart-Wilson: (402-449)**

All that part of the West Half of the Northeast Quarter ( $W\frac{1}{2}$  of  $NE\frac{1}{4}$ ) of Section 6, Township 20 North, Range 2 West, in Leflore County, Mississippi, lying South of the centerline of a drainage ditch running in an east-west direction, more particularly described as follows, to-wit:

Commence at the Southeast corner of the West Half of the Northeast Quarter ( $W\frac{1}{2}$  of  $NE\frac{1}{4}$ ) of said Section 6, and run North along the eastern boundary of the said West Half of the Northeast Quarter ( $W\frac{1}{2}$  of  $NE\frac{1}{4}$ ) for a distance of 400 feet, more or less, to the centerline of an existing drainage ditch running in an easterly-westerly direction through the said West Half of the Northeast Quarter ( $W\frac{1}{2}$  of  $NE\frac{1}{4}$ ); run thence westerly along the centerline of said drainage ditch to a point on the western boundary of the West Half of the Northeast Quarter ( $W\frac{1}{2}$  of  $NE\frac{1}{4}$ ) of said Section 6; run thence southerly along the western boundary of the said West Half of the Northeast Quarter ( $W\frac{1}{2}$  of  $NE\frac{1}{4}$ ) 400 feet, more or less, to the southwestern corner of the West

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Half of the Northeast Quarter ( $W\frac{1}{2}$  of  $NE\frac{1}{4}$ ) of said Section 6; run thence easterly along the southern boundary of the West Half of the Northeast Quarter ( $W\frac{1}{2}$  of  $NE\frac{1}{4}$ ) of said Section 6 to the Point of Beginning.

**FCBT (Watts): (299-436)**

483 acres of land being the West  $\frac{1}{2}$  and the West  $\frac{1}{2}$  of the East  $\frac{1}{2}$  of Section No. 8, Township 20 North, Range 2 West. Subject to easement for electrical transmission line to Delta Electric Power Association, and subject to right-of-way or easements, if any, for public roads or other purposes heretofore laid out or established.

**LESS AND EXCEPT:**

A 4.03 acre tract located in Section 8, Township 20 North, Range 2 West, Leflore County, Mississippi:

Begin at an old 1.5" iron pipe marking the Southwest corner of the Southeast Quarter of Section 17, Township 20 North, Range 2 West and proceed NORTH a distance of 8255.30 feet; thence WEST a distance of 437.03 feet to a  $\frac{1}{2}$ " iron pipe marking the Point of Beginning of the tract herein described; said iron pipe being on the west boundary of a gravel public road; from said Point of Beginning proceed N  $88^{\circ}41'45''$  W 533.89' to a  $\frac{1}{2}$ " iron pipe; thence S  $11^{\circ}36'25''$  E 295.69' to a  $\frac{1}{2}$ " iron pipe; thence S  $13^{\circ}09'12''$  W 47.68' to a  $\frac{1}{2}$ " iron pipe; thence S  $35^{\circ}41'37''$  W 150.76' to a  $\frac{1}{2}$ " iron pipe; thence S  $56^{\circ}47'04''$  E 129.41' to a  $\frac{1}{2}$ " iron pipe on the top bank of the Quiver River; thence proceed along the top bank of said river the following calls: N  $61^{\circ}35'50''$  E 66.47'; N  $53^{\circ}16'13''$  E 203.37'; N  $52^{\circ}29'07''$  E 73.88'; N  $50^{\circ}29'21''$  E 111.11' to a  $\frac{1}{2}$ " iron pipe on the west boundary of said gravel public road; thence proceed along the west boundary of said gravel public road the following calls: N  $19^{\circ}30'29''$  W 39.27'; N  $06^{\circ}24'35''$  E 35.87'; N  $22^{\circ}07'31''$  E 36.40'; N  $30^{\circ}56'08''$  E 39.77'; N  $34^{\circ}27'02''$  E 130.77' to the Point of Beginning. Bearings in this description are Geodetic from Global Positioning System.

**PARCEL 8 (Balkin Tract VII):**

Southwest Quarter of Northwest Quarter ( $SW\frac{1}{4}$  of  $NW\frac{1}{4}$ ) and Northwest Quarter of Northwest Quarter ( $NW\frac{1}{4}$  of  $NW\frac{1}{4}$ ) in Section 15, Township 20 North, Range 2 West, in Leflore County, Mississippi.

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**PARCEL 9:**

Parcel 9 is comprised of five (5) separate tracts, which are described as follows:

**Gleason - Haun:**

**Tract A:**

That part of the NW¼ of Section 20, Township 20 North, Range 2 West, lying and being situate South and West of Quiver River, all containing 20 acres, more or less, in Leflore County, Mississippi.

**Tract B:**

The SE¼ and the SW¼ of the NE¼ of Section 17; the NE¼ of the NE¼ of Section 20 and the NW¼ of Section 21, all in Township 20 North, Range 2 West, containing 402 acres, more or less, subject to all rights of parties in possession, to the rights of way for public roads, drainage canals and public utilities over and across said lands.

**Tract C:**

A perpetual easement and right of way 20 feet in width along the West upper bank of Quiver River where said river traverses the NE¼ of the NE¼ of Section 19, Township 20 North, Range 2 West, Leflore County, Mississippi.

**Tract D:**

The S½ of Section 20, Township 20 North, Range 2 West, excepting therefrom a lot 147 feet by 150 feet conveyed for school purposes by deed of record in Book 44, at Page 17 thereof, of the Records of Deeds on file in the office of the Chancery Clerk of Leflore County, Mississippi, said land containing 322 acres, more or less.

**LESS AND EXCEPT:**

The property conveyed by William M. Tackett, et ux to Joseph A. Walker, et ux, in Deed dated March 14, 1980, recorded in Book 211, Page 339 of the Land Deed Records of Leflore County, Mississippi, and described as being situated South of Quiver River and in Section 20, Township 20 North, Range 2 West, in Leflore County, Mississippi, particularly described by metes and bounds as follows, to-wit:

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Begin at the intersection of the section line running North between Sections 19 and 20, Township 20 North, Range 2 West, and the Gravel Public Road and proceed South 89 degrees East along the said Gravel Public Road for a distance of 290 feet to a point; thence proceed South 62 degrees 30 minutes East along the center line of the said Gravel Public Road for a distance of 300 feet to the point of beginning of the tract herein described; from said point of beginning proceed North 64 degrees East for a distance of 335 feet to the center line of the Quiver River; thence proceed along the center line of the Quiver River approximately 900 feet, plus or minus, to a point; thence proceed South 17 degrees 20 minutes West for a distance of 120 feet to the center line of the Gravel Public Road; thence proceed North 62 degrees 30 minutes West along the center line of said Gravel Public Road for a distance of 861 feet to the point of beginning;

AND FURTHER LESS AND EXCEPT, that certain property conveyed by William Tackett, et ux to the Board of Supervisors of Leflore County, Mississippi, in Deed dated January 30, 1977, and recorded in Book 216, Page 352 of the Land Deed Records of Leflore County, Mississippi;

AND FURTHER LESS AND EXCEPT, that certain property conveyed by William Tackett, et ux to the Board of Supervisors of Leflore County, Mississippi, in Deed dated February 6, 1981, and recorded in Book 216, at Page 471 of the Land Deed Records of Leflore County, Mississippi;

AND FURTHER LESS AND EXCEPT, that certain property conveyed by John Gleason to Leflore County, Mississippi, in Deed dated August 6, 1956, and recorded in Book 118, at Page 31 of the Deed Records of Leflore County, Mississippi.

AND FURTHER LESS AND EXCEPT: A one acre tract conveyed by William M. Tackett and Marue L. Tackett to Joseph A. Walker and Regina T. Walker in Deed dated February 7, 1983, and recorded in Book 227, at Page 586 of the Land Deed Records of Leflore County, Mississippi, described as follows, to-wit: One acre tract in the form of a square lying in the Southeast corner of the Southeast Quarter of the Southeast Quarter of Section 17, Township 20 North, Range 2 West, Leflore County, Mississippi;

AND FURTHER LESS AND EXCEPT: A 2.64 acre tract of land located in Section 20, Township 20 North, Range 2 West, Leflore County, Mississippi, being described as follows, to-wit:

Begin at the Southeast corner of Section 20, Township 20 North, Range 2 West, Leflore County, Mississippi; thence proceed West for a distance of 2,642.94 feet to a point on the West margin of a Gravel Road; thence proceed North along the West margin of said Gravel Road for a distance of 1,499.29 feet to a 5/8 inch rebar marking the point of

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beginning of the tract herein described; thence from said point of beginning proceed North 00 degrees 01 minutes 07 seconds East along the west margin of said Gravel Road for a distance of 400.86 feet to a 5/8 inch rebar; thence proceed South 61 degrees 33 minutes 01 seconds West for a distance of 482.46 feet to a 5/8 inch rebar; thence proceed South 31 degrees 04 minutes 36 seconds East for a distance of 218.99 feet to a 5/8 inch rebar; thence proceed North 86 degrees 57 minutes 24 seconds East for a distance of 311.47 feet to the point of beginning.

AND FURTHER LESS AND EXCEPT: A 5.48 acre tract conveyed by William M. Tackett and Marue L. Tackett to William B. Tackett, Joseph A. Walker and Jimmy K. Tackett by Quitclaim Deed dated August 31, 1990, and recorded in Book 271, at Page 21 of the Laid Deed Records of Leflore County, Mississippi, described as follows, to-wit:

A 5.48 acre tract of land located in the Southeast Quarter of Section 20, Township 20 North, Range 2 West, Leflore County, Mississippi, being more particularly described as follows, to-wit:

Begin at the Southeast corner of Section 20, Township 20 North, Range 2 West and proceed West for a distance of 2143.95 feet to a point, thence proceed North for a distance of 1581.05 feet to an iron pipe, said iron pipe being the point of beginning of the tract of land herein described; from said point of beginning proceed North 0°52'57" West for a distance of 505.03 feet to an iron pipe on the bank of the Quiver River; thence proceed along the bank of said Quiver River the following calls: North 84°48'20" West for a distance of 135.49 feet to a point; thence North 80°47'59" West for a distance of 99.95 feet to a point; thence North 67°07'04" West for a distance of 117.04 feet to a point; thence leaving the bank of said Quiver River proceed North 68°42'37" West for a distance of 119.46 feet to an iron pipe on the East boundary of a public road; thence proceed South 4°20'49" East for a distance of 135.25 feet to a R.O.W. marker on the East boundary of State Aid project No. SAP 42(64), said R.O.W. marker being 30 feet left of centerline station STA 20+00 of said SAP 42(64); thence proceed along the East R.O.W. of said SAP 42 (64) the following calls: South 6°35'43" East for a distance of 116.93 feet to a R.O.W. marker, said marker being 30 feet left of centerline station STA 21+16.67; thence proceed North 83°11'46" East for a distance of 14.81 feet to a R.O.W. marker, said marker being 45 feet left of centerline station STA 21+16.67, also being the point of curvature of a non-tangent curve to the right whose radius point bears South 83°29'14" West at a distance of 1190.92 feet; thence proceed Southerly along said curve for a distance of 142.55 feet to a R.O.W. marker, said marker being 45 feet left of centerline Station STA 22+53.91, and also the point of tangency of said curve; thence proceed South 1°34'48" West for a distance of 268.70 feet to an iron pipe; thence

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leaving the East R.O.W. boundary of said SAP 42(64) proceed North 84°51'06"  
East for a distance of 423.58 feet to the point of beginning.

**SUBJECT, NEVERTHELESS, TO THE FOLLOWING:**

Undivided one-half interest in and to all oil, gas and other minerals in, on and underlying Tract A of the subject property, together with all mining and drilling rights, other rights, privileges, and immunities relating thereto, reserved by instrument recorded in Book 75, at page 475, and by Book 75, at Page 486.

Easement and right of way granted the Board of Levee Commissioners for the Yazoo-Mississippi Delta in, to, over and across Tract A for use in connection with channel improvements, flood control, and interior drainage project on Quiver River by instrument recorded in Book 127, at Page 200.

Undivided one-half interest in and to all oil, gas and other minerals in, under and beneath Tract B of the subject property reserved by instrument recorded in the office of the aforesaid Chancery Clerk in Book 114, at Page 74.

Drainage Easement from John Gleason to the Board of Levee Commissioners for the Yazoo-Mississippi Delta, dated April 22, 1959, of record in Book 126, at page 393, as to Tract D.

Order of Determination of Water Rights from Mississippi Board of Water Commissioners as the same appears of record in Book 122, Page 204, as to Tract D.

All of the above subject to all right of way easements for roads, canals and all public utilities.

Containing in the aggregate 884 acres, more or less.

**Gilliland: (Farm C)**

A tract of land containing 327.8895 acres located in Sections 21 and 28, Township 20 North, Range 2 West, Leflore County, Mississippi, being more particularly described as follows, to-wit:

The South Half of the Southwest Quarter of Section 21, Township 20 North, Range 2 West, containing 79.6174 acres; and the West Half of Section 28, Township 20 North, Range 2 West, North of SAP 42-43, containing 248.2721 acres, all in Leflore County, Mississippi.

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## MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

Begin at an existing worm screw shaft marking the Northwest corner of Section 28, Township 20 North, Range 2 West and proceed North  $1^{\circ}12'38''$  East for a distance of 1310.17 feet to a concrete marker on the Northwest corner of the South Half of the Southwest Quarter of Section 21; thence proceed South  $89^{\circ}30'03''$  East for a distance of 2640.75 feet to a concrete marker on the Northeast corner of the South Half of Southwest Quarter of Section 21; thence proceed South  $1^{\circ}17'49''$  West for a distance of 1317.67 feet to a concrete marker on the Southeast corner of the South Half of the Southwest Quarter of Section 21; thence proceed South  $0^{\circ}09'57''$  West for a distance of 4603.81 feet to a concrete marker on the North right of way boundary of SAP 42(43); thence proceed along the North right of way boundary of SAP 42(43) the following calls: North  $50^{\circ}47'18''$  West for a distance of 417.34 feet to the P.C. of a tangent curve to the left whose radius point bears South  $39^{\circ}12'42''$  West at a distance of 1185.92 feet; thence proceed along said curve for a distance of 600.85 feet to the P.T. of said curve; thence proceed North  $79^{\circ}49'03''$  West for a distance of 430.94 feet to the P.C. of a tangent curve to the left whose radius point bears South  $10^{\circ}10'57''$  West at a distance of 2904.79 feet; thence proceed along said curve a distance of 260.94 feet to the P.T. of said curve; thence proceed North  $84^{\circ}57'52''$  West for a distance of 949.25 feet to the P.C. of a tangent curve to the right whose radius point bears North  $5^{\circ}02'08''$  East at a distance of 556.39 feet; thence proceed along said curve for a distance of 158.73 feet to a concrete marker; thence leaving the North right of way boundary of SAP 42(43) proceed North  $0^{\circ}18'09''$  East for a distance of 3891.92 feet to the Northwest corner of Section 28.

**Fondren-Gilliland: DB 358-467**

All that part of the Southwest Quarter of Section 28, which lies South of the Quiver River Road, SAP-42(43), and the Northwest Quarter of the Northwest Quarter of Section 33, all in Township 20 North, Range 2 West, Leflore County, Mississippi.

**FCBT (W. R. Gilliland): DB 291-168**

301 acres of land, more or less, being all of the North  $\frac{1}{2}$  of Section No. 32, lying East of Quiver River and West of a gravel public road; and all of the Southeast  $\frac{1}{4}$  of Section No. 32, lying West of a gravel public road. All of said lands being located and situated in Township 20 North, Range 2 West.

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**FLB (E. L. Gilliland): DB 312-77**

All of East Half of Section 32, lying East of the public gravel road running in a northerly and southerly direction through the East Half of said section; the East Half of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter and the Southwest Quarter of Section 33, all of said lands being located and situated in Township 20 North, Range 2 West, Leflore County, Mississippi, Also conveyed herewith are all oil, gas and mineral rights owned by the grantors in said lands, together with all appurtenances thereto.

LESS AND EXCEPT: All that part of the Northwest Quarter and Southwest Quarter of Section 33, Township 20 North, Range 2 West, Leflore County, Mississippi, which lies East of Turkey Bayou as the same runs in a Northeasterly and Southwesterly direction across said Section 33, said parcel being conveyed to Ralph L. Prestidge by deed from Tackett Fish Farms dated September 19, 1996, recorded in Deed Book 316, at Page 183 of the Land Deed records of Leflore County.

LESS AND EXCEPT: A 1.93 acre tract located in the southeast quarter of Section 17, Township 20 North, Range 2 West, Leflore County, Mississippi:

Begin at an old 1.5" iron pipe marking the southwest corner of the southeast quarter of said Section 17 and proceed NORTH along the west boundary of the southeast quarter a distance of 12.02 feet to a ½" iron pipe marking the Point of Beginning of the tract herein described; said iron pipe being on the north boundary of a gravel public road; from said Point of Beginning proceed along the north boundary of said gravel public road the following calls: N 89°03'27" E 151.60'; S 89°26'05" E 169.73' to a ½" iron pipe; thence leaving said road proceed N 19°33'25" W 186.70' to a ½" iron pipe; thence N 07°13'31" W 115.34' to a ½" iron pipe; thence N 52°15'14" W 31.18' to a ½" iron pipe; thence N 90°00'00" W 219.64' to a ½" iron pipe on the west boundary of the southeast quarter of said Section 17; thence S 00°00'00" E along the west boundary of the southeast quarter a distance of 310.26' to the Point of Beginning. Bearings in this description are Geodetic from Global Positioning System.

LESS AND EXCEPT: A 2.10 acre tract located in Section 20, Township 20 North, Range 2 West, Leflore County, Mississippi:

Begin at an old 1.5" iron pipe marking the northeast corner of the northwest quarter of said Section 20 and proceed WEST a distance of 463.02 feet; thence SOUTH a distance of 1955.18 feet to a ½" iron pipe marking the Point of Beginning of the tract herein described; said iron pipe being on the top bank of the Quiver River; from said Point of Beginning proceed along the top bank of said river the following calls: S 82°07'35" E 144.06'; S 46°03'29" E 71.67'; S 40°07'15" E 114.53'; S 31°18'53" E 113.18'; S 53°52'35"

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E 67.22'; S 39°26'27" E 91.59'; S 14°21'15" W 52.57'; S 29°09'35" W 53.84'; S 16°16'43" W 36.50'; thence leaving said top bank proceed S 56°48'17" W 114.63' to a ½" iron pipe on the east boundary of a paved public road; thence proceed along the east boundary of said paved public road the following calls: N 20°07'09" W 135.82'; N 22°45'03" W 108.33'; N 28°21'31" W 154.81'; N 40°23'41" W 68.64'; N 54°40'30" W 148.21' to a ½" iron pipe; thence leaving said road proceed N 29°57'22" E 67.19' to the Point of Beginning. Bearings in this description are Geodetic from Global Positioning System.

LESS AND EXCEPT:

TRACT #1:

2.48 acre tract located in the south half of Section 20, Township 20 North, Range 2 West, Leflore County, Mississippi:

Begin an old 1.5" iron pipe marking the northeast corner of the northwest quarter of said Section 20 and proceed EAST a distance of 470.97 feet; thence SOUTH a distance of 3203.31 feet to a ½" iron pipe marking the northeast corner of that certain William B. Tackett, Joseph A. Walker, and Jimmy K. Tackett 5.48 acre tract described in Deed Book 271 on Page 21 of the Land Deed Records of Leflore County; said iron pipe marking the Point of Beginning of the tract herein described; from said Point of Beginning proceed along the top bank of the Quiver River the following calls: N 89°49'57" E 58.23'; N 72°53'47" E 87.56' to a ½" iron pipe; thence leaving said top bank proceed S 16°22'20" E 528.39' to a ½" iron pipe; thence S 85°07'09" W 280.39' to a 1" iron pipe marking the southeast corner of said 5.48 acre tract; thence N 01°18'08" W along the east boundary of said 5.48 acre tract a distance of 505.03' to the Point of Beginning. Bearings in this description are Geodetic Positioning System.

TRACT #2:

A 2.38 acre tract located in the south half of Section 20, Township 20 North, Range 2 West, Leflore County, Mississippi:

Begin at an old 1.5" iron pipe marking the northeast corner of the northwest quarter of said Section 20 and proceed WEST a distance of 423.59 feet; thence SOUTH a distance of 3815.95 feet to a ½" iron pipe marking the Point of Beginning of the tract herein described; from said Point of Beginning proceed S 21°57'02" E 180.58' to a ½" iron pipe; thence S 30°27'48" E 97.41' to a ½" iron pipe; thence S 49°42'48" E 48.51' to a ½" iron pipe; thence S 71°40'56" E 56.27' to a ½" iron pipe; thence S 88°18'39" E 193.49' to a ½" iron pipe on the west Right of Way boundary of Quiver River Road [SAP No. 42(64)]; thence N 00°05'37" W along the west Right of Way boundary of said road a distance of

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324.44' to the southeast corner of that certain Brian F. Terwilliger and Loretta T. Terwilliger 2.64 acre tract described in Deed Book 290 on Page 298 of the Land Deed Records of Leflore County; thence S 87°23'26" W along the south boundary of said Terwilliger tract a distance of 305.41' to a ½" iron pipe marking the southwest corner of said Terwilliger tract; thence S 87°23'26" W 95.19' to the Point of Beginning. Bearings in this description are Geodetic from Global Positioning System.

## LESS AND EXCEPT:

A 18.08 acre tract located in the southwest quarter of Section 28, Township 20 North, Range 2 West, Leflore County, Mississippi:

Begin at an old 1.25" iron pipe marking the southwest corner of said Section 28 and proceed North a distance of 2220.85 feet; thence EAST a distance of 1299.83 feet to a ½" iron pipe marking the Point of Beginning of the tract herein described; from said Point of Beginning proceed S 00°27'11" W 280.46' to a ½" iron pipe; thence S 89°15'24" W 336.41' to a ½" iron pipe; thence S 27°21'05" W 328.73' to a ½" iron pipe; thence S 70°20'39" W 94.12' to a ½" iron pipe; thence S 52°52'33" W 72.61' to a ½" iron pipe; thence S 04°58'13" W 259.36' to a ½" iron pipe on the north Right of Way boundary of Quiver River Road [S.A.P. No. 42(43)]; thence proceed along the north Right of Way boundary of said road the following calls: S 85°14'20" E 289.67'; S 84°33'44" E 233.26'; S 81°26'58" E 231.56'; S 79°45'08" E 404.20' to a ½" iron pipe in the centerline of a ditch; thence proceed along said ditch the following calls: N 21°34'09" E 27.87'; N 11°24'04" E 119.48'; N 02°13'53" W 28.07'; N 62°35'40" W 73.06'; N 34°26'00" W 24.19'; thence N 04°18'24" W 58.51'; N 00°06'44" W 628.64'; N 18°08'45" W 44.79'; N 65°35'50" W 41.15'; thence N 76°36'37" W along said ditch and the extension thereof a distance of 396.96' to the Point of Beginning. Bearings in this description are Geodetic from Global Positioning System.

## LESS AND EXCEPT:

A 2.28 acre tract located in the northeast quarter of Section 32, Township 20 North, Range 2 West Leflore County, Mississippi:

Begin at an old 1.25" iron pipe marking the northeast corner of said Section 32 and proceed WEST a distance of 703.92 feet; thence SOUTH a distance of 1389.29 feet to a ½" iron pipe marking the Point of Beginning of the tract herein described; said iron pipe being on the south boundary of a field road; from said Point of Beginning proceed S 13°12'09" E 260.08' to a ½" iron pipe; thence S 03°16'17" W 65.77' to a ½" iron pipe; thence S 09°52'20" W 457.32' to a ½" iron pipe on the north boundary of a field road; thence proceed along the north boundary of said field road the following calls: S 87°04'19" W 49.14'; N 82°27'02" W 34.11'; N 64°56'18" W 46.63' to a ½" iron pipe on

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the east boundary of a gravel public road; thence proceed along the east boundary of said gravel public road the following calls: N 08°04'14" E 245.71'; N 04°33'37" E 375.18'; N 06°40'04" E 112.88' to a ½" iron pipe on the south boundary of a field road; thence N 75°25'10" E along the south boundary of said field road a distance of 72.79' to the Point of Beginning. Bearings in this description are Geodetic from Global Positioning System.

**PARCEL 10:****Jones (279-365)**

West Half of Southwest Quarter and Northeast Quarter of Southwest Quarter and North Half of Southeast Quarter, all in Section 14, Township 20 North, Range 2 West, Leflore County, Mississippi.

LESS AND EXCEPT the following parcel conveyed to Leflore County, Mississippi by deed executed by P. C. Jones dated August 5, 1980, and recorded in Book 214, Page 620 of the Land Deed Records of Leflore County, Mississippi:

A parcel of land in the Northeast Quarter of the Southeast Quarter of Section 14, Township 20 North, Range 2 West, Leflore County, Mississippi and being more particularly described as follows:

Beginning at a point on the East line of said Section 14, said point being 1,321.82 feet North of the Southeast corner of said Section 14; thence run North 1,321.82 feet along the said East line of Section 14 to the E.O.P. Station 167+28.18 on the centerline of Leflore County Road SAP 42(53); thence run West 45 feet to the West right of way line of said road; thence run South 00°13'23" East to P.I. Station 160+60.58; thence run South 00°47'30" East to Station 154+05; thence run East 33.5 feet to the point of beginning. LESS AND EXCEPT 0.62 acres of existing County Road. Containing 0.57 acres, more or less.

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**PARCEL 11****McKee (256-113)****TRACT I:**

That certain tract, containing 13.25 acres, in the Southeast corner of the Southwest Quarter of Section 7, Township 20 North, Range 1 West, more particularly described as follows:

Beginning at the quarter section post on the South boundary line of said Section 7; thence North 89 degrees, 45 minutes West, 7 chains to a stake on a fence row; thence along fence row North 19 chains to a stake at the West end of a lane; thence South 80 degrees East along the middle of the lane 7.05 chains to the quarter section line; thence on said line South 18.50 chains to the Point of Beginning, being the same property conveyed by deed executed by Fannie J. Ricks on January 4, 1897, of record in Book 21, Page 501 of the Records of Land Deeds of Leflore County, Mississippi.

**TRACT II:**

West Half of Southeast Quarter of Section 7, Township 20 North, Range 1 West, less and excepting therefrom a tract of 9.50 acres more particularly described in deed to Fannie J. Ricks dated January 4, 1897, recorded in Deed Book 21, Page 502, as follows:

Beginning at a point on the line between the East Half and West Half of said Section 7, 18.50 chains North to the quarter section post on the line between Sections 7 and 18, said beginning point being in the middle of a lane; thence down the middle of the lane South 80 degrees, East 9.50 chains to McNutt and Shellmound Road; thence up said road North 22 degrees West 24 chains to the intersection of the line dividing the East Half and the West half of said Section 7; thence with said line South 21.50 chains to the Point of Beginning.

**TRACT III:**

West Half and West Half of East Half of Section 18; Northwest Quarter and West Half of Northeast Quarter of Section 19; all in Township 20 North, Range 1 West.

**TRACT IV:**

East Half of Section 24, Township 20 North, Range 2 West.

Being a total of 1,158 acres, more or less.

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PARCEL 12

Walker (216-605):

The Northwest Quarter of Section 19, Township 20 North, Range 2 West, Leflore County, Mississippi, less 1.1 acre tract located in the Southwest corner South of the Gravel Public Road, containing 154.9 acres, more or less.

AND

A 23.4 acre tract of land located in the North Half of the Southwest Quarter of Section 19, Township 20 North, Range 2 West, and lying North of the County Road, Leflore County, Mississippi, by metes and bounds as follows, to-wit:

Begin at the railroad iron marking the Northwest corner of the Southwest Quarter of Section 19 and proceed South 89 degrees 29 minutes East for a distance of 324 feet to the center line of the County Road for the point of beginning of the tract herein described; from said point of beginning proceed South 46 degrees 45 minutes East for a distance of 711 feet; thence proceed South 82 degrees 47 minutes East for a distance of 1052 feet; thence proceed North 65 degrees 02 minutes East for a distance of 785 feet; thence proceed North for a distance of 267.5 feet; thence proceed North 89 degrees 29 minutes West for a distance of 2274 feet to the point of beginning.

LESS AND EXCEPT:

A 1.27 acre tract located in the southwest quarter of Section 19, Township 20 North, Range 2 West, Leflore County, Mississippi:

Begin at a railroad iron marking the northwest corner of the southwest quarter of said Section 19 and proceed EAST a distance of 625.75 feet; thence SOUTH a distance of 274.01 feet to a 1/2" iron pipe marking the Point of Beginning of the tract herein described; said iron pipe being on the north boundary of a gravel public road; from said Point of beginning proceed along said gravel public road the following calls: S 47°02'27" E 257.89'; S 55°07'07" E 60.21'; S 71°51'09" E 44.72'; S 87°26'16" E 225.48' to a 1/2" iron pipe; thence leaving said road proceed N 42°32'32" W 256.25' to a 1/2" iron pipe; thence N 82°13'48" W 335.70' to the Point of Beginning. Bearings in this description are Geodetic from Global Positioning System.

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**PARCEL 13:**

**Travelers:**

**Tract I:**

All that part of the Southeast Quarter South of Long Gut Bayou in Section 21; the Northeast Quarter and the East Half of the Northwest Quarter of Section 33; all of Section 28, all in Township 20 North, Range 1 West, Leflore County, Mississippi.

**Tract II:**

The West Half of the Southwest Quarter of Section 22; the East Half of the Northwest Quarter of Section 27; all in Township 20 North, Range 1 West, in Leflore County, Mississippi; AND, ALSO the following easement, to-wit:

A perpetual right-of-way and easement for ingress and egress on, over, across and through certain lands in the County of Leflore in the State of Mississippi, said right-of-way and easement being more particularly described as:

A strip of land in the West half of the Northwest Quarter ( $W\frac{1}{2}$  of  $NW\frac{1}{4}$ ) of Section Twenty-seven (27), Township Twenty (20) North, Range One (1) West, said strip of land being twenty (20) feet in width, the centerline of said strip beginning at a point in the North line of said Section which is ten (10) feet West of the Northeast corner of the Northwest Quarter of the Northwest Quarter ( $NW\frac{1}{4}$  of  $NW\frac{1}{4}$ ) and which runs thence southerly and parallel with the West line of said Section to a point in the South line of said Section which is ten (10) feet West of the Southeast corner of the Southwest Quarter of the Southwest Quarter ( $SW\frac{1}{4}$   $SW\frac{1}{4}$ ) of said Section Twenty-seven, all in Township 20 North, Range 1 West, Leflore County, Mississippi.

**Tract III:**

The Southeast Quarter ( $SE\frac{1}{4}$ ) of Section 33 and the West Half of the Southwest Quarter ( $W\frac{1}{2}$  of  $SW\frac{1}{4}$ ) of Section 34, all in Township 20 North, Range 1 West, Leflore County, Mississippi and containing 240 acres more or less.

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**LESS AND EXCEPT FROM THE ABOVE TRACTS:****Tract 1:**

A 1.15 acre tract located in the northwest quarter of Section 28, Township 20 North, Range 1 West, Leflore County, Mississippi:

Begin at a concrete post broken off underground marking the northwest corner of said Section 28 and proceed S 00°12'37" W along the west boundary of said Section 28 a distance of 294.87' to a ½" iron pipe marking the Point of Beginning of the tract herein described; from said Point of Beginning proceed S 00°12'37" W along the west boundary of said Section 28 for a distance of 289.92' to a ½" iron pipe; thence N 80°58'19" E 204.80' to a ½" iron pipe; thence N 17°26'27" E 67.43' to a ½" iron pipe; thence N 21°34'58" W 164.01' to a ½" iron pipe; thence N 48°16'48" W 38.55' to a ½" iron pipe; thence S 88°19'49" W 104.38' to a ½" iron pipe; thence N 56°45'36" W 33.44' to the Point of Beginning. Bearings in this description are Geodetic from Global Positioning System.

**Tract 2:**

A 1.06 acre tract located in the northwest quarter of Section 28, Township 20 North, Range 1 West, Leflore County, Mississippi:

Begin at a concrete post broken off underground marking the northwest corner of said Section 28 and proceed EAST a distance of 673.52 feet; thence SOUTH a distance of 625.67 feet to a ½" iron pipe marking the Point of Beginning of the tract herein described; from said Point of Beginning proceed S 32°18'37" W 205.06' to a ½" iron pipe; thence S 09°33'43" E 153.51' to a ½" iron pipe; thence N 88°48'04" E 87.00' to a ½" iron pipe; thence N 22°44'31" E 340.05' to a ½" iron pipe; thence N 86°03'42" W 134.65' to the Point of beginning. Bearings in this description are Geodetic from Global Positioning System.

**Baltar:**

The West One-Half (W½) of Section 32, Township 20 North, Range 1 West; and nine (9) acres, more or less, in the West Half of the West Half of the Northeast Quarter (W½ of W½ of NE¼) of said Section 32, being further described as all that part of the Northeast Quarter (NE¼) of said Section 32, lying West of the Itta Bena-Schlater public road (formerly known as the Webb Branch Railroad), which traverses the said Northeast Quarter in a general north-northwesterly and south-southeasterly direction.

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LESS AND EXCEPT all that part of the West Half of the Southwest Quarter of Section 32, Township 20 North, Range 1 West, Leflore County, Mississippi, which lies West of the public road which runs in a general northerly-southerly direction over, through, and across said property near the Southwestern corner thereof, said parcel containing 2.8 acres, more or less, and being further described in that certain parcel of land conveyed by certain Quitclaim Deed from Katherine Rich Baltar to Virginia Bailey dated October 25, 1988, and recorded in Book 258, at Page 545, of the Land Deed Records of Leflore County, Mississippi.

**Money Family Trust:**

Tract 1:

The Southeast Quarter of Section 34; T20N, R1W, Leflore County, Mississippi.

Tract 2:

The East half of the Southwest Quarter of Section 34, Township 20 North, Range 1 West, Leflore County, Mississippi.

**Green:**

Tract 1: The East Half of Section 5, Township 19 North, Range 1 West; and the West Half of the Northeast Quarter of Section 32 lying East of Old Southern Railroad Company right of way, and the Southeast Quarter of said Section 32, and the South Half of the Southwest Quarter of Section 33, all in Township 20 North, Range 1 West, less and except a right of way easement 20 feet in width over and across lands in Sections 32 and 33, Township 20 North, Range 1 West, mentioned and described in the deed from G. W. Green and James D. Green to Mississippi Power and Light Company, dated October 16, 1952, and recorded in Book 106, Page 521 of the Records of Land Deeds of Leflore County, Mississippi.

LESS AND EXCEPT the following parcels of land:

A) A lot or parcel of land containing one acre, more or less, located in the Southeast corner, of the Southeast one-quarter of Section 5, Township 19 North, Range 1 West, Leflore County, Mississippi; said lot or parcel of land is more particularly described by metes and bounds as follows:

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Beginning at the Southeast corner of Section 5, Township 19 North, Range 1 West, Leflore County, Mississippi, thence run North along the East boundary of said Section 5 for a distance of 210 feet; thence run West and parallel to the South boundary of said Section 5 for a distance of 210 feet; thence run South and parallel to the East boundary of said Section 5 for a distance of 210 feet; thence run East along the South boundary of said Section 5 for a distance of 210 feet to the point of beginning.

And a perpetual easement 10 feet in width and 305 feet in length for egress and ingress to the above described lot, said easement is further described as a strip of land extending 10 feet North from the South boundary of Section 5, Township 19 North, Range 1 West and beginning at the Southwest corner of the above described lot and extending West along said South boundary of Section 5 for a distance of 305 feet to the East right-of-way of a paved public road.

B) A strip of land 90 feet in width extending over the East Half of Section 5, Township 19 North, Range 1 West, and containing 3.7 acres, more or less, as set forth in Warranty Deed executed by James D. Green, et ux, in favor of Leflore County, Mississippi, dated March 23, 1972, and recorded in Book 178, Page 488 of the Land Deed Records of Leflore County, Mississippi.

C) A strip of land 85 feet in width extending over the Southeast Quarter of the Northeast Quarter of Section 5, Township 19 North, Range 1 West, and containing 0.006 acre, more or less, as set forth in Warranty Deed executed by James D. Green, et ux, in favor of Leflore County, Mississippi, dated April 6, 1970, and recorded in Book 171, Page 340 of the Land Deed Records of Leflore County, Mississippi.

D) Beginning at the Southeast corner of Section 5, Township 19 North, Range 1 West, Leflore County, Mississippi, thence run North 0°6' West along the East line of said Section 5 for a distance of 1483.7 feet to the point of beginning of the tract of land to be described herein; thence run North 56°54' West for a distance of 286.3 feet to the Eastern right-of-way boundary of a paved county road; thence run North 9°17' East along said Eastern right-of-way boundary of said road for a distance of 300.0 feet; thence run South 52°03' East for a distance of 242.8 feet to the East line of the above mentioned Section 5; thence run South 0°6' East along said East line of Section 5 for a distance of 300.00 feet to the point of beginning.

E) 0.2211 acre tract situate in Section 5, Township 19 North, Range 1 West, Leflore County, Mississippi as described by metes and bounds as follows, to-wit:

Begin at the Southeast corner of Section 5, Township 19 North, Range 1 West, Leflore County, Mississippi and proceed North for a distance of 1786.14' to a point thence proceed North 00°09'08" East for 100.00' to a point; thence proceed North 75°27'36"

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West for 198.88' to a point; thence proceed South 52°03'00" East for 243.80' to the point of beginning.

F) A 7.762 acre tract of land situated in part of the East Half of the Southeast Quarter of the Southeast Quarter of Section 5, T19N, R1W, Leflore County, Mississippi lying East of the Itta Bena to Schlater County Paved Road and more particularly described by metes and bounds as follows to-wit:

Begin at the Southeast corner of Section 5, T19N, R1W, Leflore County, Mississippi and proceed North along the East boundary of Section 5, T19N, R1W, for a distance of 210 feet to the Point of Beginning of the tract herein described; from said Point proceed North for a distance of 560 feet to a point on the centerline of a creek; thence proceed N 69 degrees 23'50" W for a distance of 214.38' to a point; thence proceed N 54 degrees W for a distance of 200 feet to a point on the East boundary of the Itta Bena to Schlater County Paved Road (County Road No. 515); thence proceed along said East boundary, S 09 degrees W for a distance of 975 feet to a point on the South boundary of Section 5, T19N, R1W; thence proceed East for a distance of 305 feet to a point on the Southwest corner of that certain 1.0 acre tract of land conveyed to Thomas Grossman by James Green, Jr. on September 24, 1999; from said point proceed around said 1.0 acre tract, North for a distance of 210 feet; thence proceed East for a distance of 210 feet to the Point of Beginning.

G) A 5.126 acre tract of land situated in part of the East Half of the East Half of the Southeast Quarter of Section 5, T19N, R1W, Leflore County, Mississippi lying East of the Itta Bena to Schlater County Paved Road and more particularly described by metes and bounds as follows to-wit:

Begin at the Southeast corner of Section 5, T19N, R1W, Leflore County, Mississippi and proceed North along the East boundary of Section 5, T19N, R1W, for a distance of 210 feet to a point. From said point proceed North for a distance of 560 feet to a point on the centerline of a creek and the Point of Beginning of the tract herein described; thence proceed along the centerline of said creek, N 69 degrees 23'50" W for a distance of 214.38' to a point; thence continue N 54 degrees W for a distance of 200 feet to a point on the East boundary of the Itta Bena to Schlater County Paved Road (County Road No. 515); thence proceed along said East boundary, N 10 degrees 16'01" E for a distance of 688.07' to a point on the South boundary of a 0.8132 acre tract; thence proceed along the South boundary of said Tract, S 56 degrees 54' E for a distance of 286.30' to a point on the East boundary of Section 5, T19N, R1W; thence proceed S 00 degrees 06'29" W for a distance of 713.20' to a point on the centerline of a creek and the Point of Beginning.

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H) A 2.659 acre tract of land situated in part of the East Half of the East Half of Section 5, T19N, R1W, Leflore County, Mississippi, lying East of the Itta Bena to Schlater County Paved Road and more particularly described by metes and bounds as follows to-wit:

Begin at the Southeast corner of Section 5, T19N, R1W, Leflore County, Mississippi and proceed North along the East boundary of Section 5, T19N, R1W, for a distance of 210 feet to a point; from said point proceed N 00 degrees 01'57" E for a distance of 1886.19' to the Point of Beginning of the tract herein described: from said point proceed N 75 degrees 27'36" W for a distance of 198.88' to a point on the East boundary of the Itta Bena to Schlater Paved County Road (County Road No. 515); thence proceed along said East boundary, N 09 degrees 17'00" E for a distance of 1103.72' to a point at the intersection of the East boundary of County Road No. 515 and the South boundary of County Road No. 539; from said point proceed along said South boundary, N 42 degrees 30'00" E for a distance of 19.83' to a point at the intersection of the South boundary of said County Road No. 539 and the East boundary of Section 5, T19N, R1W; thence proceed along said East boundary S 00 degrees 00'53" W for a distance of 1356.30' to a point on the Northeast corner of that certain 0.2211 acre tract and the Point of Beginning.

**FURTHER LESS AND EXCEPT FROM THE ABOVE TRACTS:**

Tract 1:

A 13.64 acre tract located in the East Half of Section 5, Township 19 North, Range 1 West, Leflore County, Mississippi:

Begin at a 12" Creosote fence corner post marking the northeast corner of said Section 5 and proceed SOUTH 2287.45 feet to a point; thence WEST 138.66 feet to a picker spindle in asphalt on the west Right of Way boundary of Itta Bena & Schlater Road, SAP-42(33), said spindle marking the Point of Beginning of the tract herein described, from said Point of Beginning proceed S 09°19'20" W along said Right of Way boundary 705.47' to a ½" iron pipe; thence N 85°11'29" W 1015.67' to a ½" iron pipe; thence N 03°38'05" W 423.46' to a ½" iron pipe; thence N 86°23'58" E 470.35' to a ½" iron pipe marking the southwest corner of the Tommy R. and April W. Nester 1.52 acre tract described in Deed Book 350 on Page 51A; thence S 82°28'01" E along the South boundary of said Nester tract 264.33' to a ½" iron pipe marking the southeast corner of said Nester tract; thence N 02°59'11" E along the east boundary of said nester tract 246.40' to the northeast corner of said Nester tract on the south Right of Way boundary of said Road; thence S 82°40'40" E along said Right of Way boundary 412.27' to the Point of Beginning. Bearings in this description are Geodetic from Global Positioning System.

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Tract 2:

A 4.54 acre tract located in the East half of Section 5, Township 19 North, Range 1 West, Leflore County, Mississippi.

Begin at a 12" creosote post marking the northeast corner of said Section 5 and proceed WEST 808.00 feet to a point; thence SOUTH 2178.84 feet to the northwest corner of the Tommy R. and April W. Nester tract described in the Deed Book 350 on Page 51A of the land deed records of Leflore County, Mississippi, said point marking the Point of Beginning of the tract herein described, from said Point of Beginning proceed S 02°59'11" W along the west boundary of said Nester tract 268.56' to a ½" iron pipe marking the southwest corner of said Nester tract; thence S 86°23'58" W 470.5' to a ½" iron pipe; thence N 03°34'57" W 454.88'; of the south Right of Way boundary of Lake Henry Road, SAP-42(26); thence N 78°26'04" E along said Right of Way boundary 203.68' to the west Right of Way boundary of Itta Bena-Schlater Road, SAP 42(33); thence proceed along said Right of boundary thence with a curve turning to the left with an arc length of 372.27', with a radius of 848.51'; with a chord bearing of S 57°44'34" E, with a chord length of 369.29' to the Point of Beginning. Bearings in this description are Geodetic from Global Positioning System.

Tract 3:

A 28.15 acre tract located in the East half of Section 5, Township 19 North, Range 1 West, Leflore County, Mississippi.

Begin at a 12" Creosote fence corner post marking the Northeast corner of said Section 5 and proceed SOUTH 2287.45 feet to a point; thence WEST 138.66 feet to a picker spindle in asphalt on the west Right of Way boundary of Itta Bena & Schlater Road, SAP-42(33); thence S 09°19'20" W along said Right of Way boundary 705.47' to a ½" iron pipe marking the Point of Beginning of the tract herein described; from said Point of Beginning proceed S 09°19'20" W along said Right of Way boundary 1375.78' to the centerline of Lake Henry; thence proceed along said centerline the following calls: N 41°20'52" W 309.43'; N 44°01'44" W 417.25'; N 49°45'49" W 170.29'; N 60°15'18" W 161.25'; S 66°48'05" W 76.16'; N 63°26'06" W 178.89'; N 70°33'36" W 180.28'; N 68°37'46" W 113.48' to the centerline of a drainage ditch; thence proceed along said centerline the following calls: N 05°34'59" W 187.67'; N 10°20'12" E 180.48'; N 05°48'39" E 119.46'; thence leaving said centerline proceed N 85°38'46" E 459.06' to a ½" iron pipe; thence N 03°28'20" W 51.17' to a ½" iron pipe; thence S 85°11'29" E 1015.67' to the Point of Beginning. Bearings in this description are Geodetic from Global Positioning System.

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Tract 4:

A 1.70 acre tract located in the east half of Section 5, Township 19 North, Range 1 West, Leflore County, Mississippi:

Begin at 12" creosote post marking the northeast corner of said Section 5 and proceed WEST a distance of 1292.49; thence SOUTH a distance of 1924.97 feet to ½" iron pipe marking the Point of Beginning of the tract herein described; said iron pipe being on the north Right of Way boundary of Lake Henry Road [SAP No. 42(26)]; from said Point of Beginning proceed along the north Right of Way boundary the following calls: S 78°24'33" W 110.24'; thence with a curve turning to the right with an arc length of 425.78', with a radius of 1100.92', with a chord bearing of N 87°51'54" W, with a chord length of 423.13' to a ½" iron pipe, thence leaving said road proceed N 22°09'06" E 180.27' to a ½" iron pipe; thence N 69°54'56" E 40.95' to a ½" iron pipe; thence S 81°02'44" E 232.68' to a ½" iron pipe; thence S 54°34'04" E 238.78' to the Point of Beginning. Bearings in this description are Geodetic from Global Positioning System.

Tract 5:

A 9.87 acre tract located in the east half of Section 5, Township 19 North, Range 1 West, Leflore County, Mississippi.

Begin at a 12" creosote post marking the northeast corner of said Section 5 and proceed SOUTH a distance of 2476.57'; thence WEST a distance of 1291.41 feet to a ½" iron pipe marking the Point of Beginning of the tract herein described; said iron pipe marking the northwest corner of that certain Joseph A. Walker & Regina T. Walker 13.64 acre tract described in Deed Book 416 on Page 19 of the Land Deed Records of Leflore County; from said Point of Beginning proceed N 03°34'57" W 454.88' to the northwest corner of that certain Joseph A. Walker & Regina T. Walker 4.54 acre tract described in Deed Book 416 on Page 19; thence proceed along the south Right of Way boundary of Lake Henry Road [SAP No. 42(26)], the following calls: S 78°24'33" W 65.69'; with a curve turning to the right with an arc length of 189.37', with a radius of 1190.92', with a chord bearing of S 85°30'31" W, with a chord length of 189.17' to the centerline of a ditch; thence proceed along the centerline of said ditch the following calls: S 42°51'38" W 42.95'; S 54°44'48" W 73.08'; S 44°45'21" W 100.70'; S 28°17'39" W 221.22'; S 12°32'47" E 247.69'; S 15°49'25" E 213.47'; S 02°28'01" E 147.51' to the northwest corner of that certain Jimmy K. Tackett 28.15 acre tract described in Deed Book 416 on Page 17; thence proceed along the boundaries of said 28.15 acre tract the following calls: N 85°38'46" E 459.06' to a ½" iron pipe; N 03°28'20" W 51.17' to a ½" iron pipe marking the southwest corner of said 13.64 acre Walker tract; thence N 03°38'05" W along the

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west boundary of said 13.64 acre tract 423.46' to the Point of Beginning. Bearings in this description are Geodetic from Global Positioning System.

Tract 6:

A 1.52 acre tract located in the northeast quarter of Section 5, Township 19 North, Range 1 West, Leflore County, Mississippi described as follows:

Begin at a 12" Creosote fence corner post marking the northeast corner of said Section 5 and proceed thence WEST 808.00 feet to a point, thence SOUTH 2178.84 feet to a point on the south Right of Way boundary of Itta Bena-Schlater Road {SAP 42(33)} and the Point of Beginning of the tract herein described, from said Point of Beginning proceed S 2°59'11" W 268.56 feet to an iron pipe, thence S 82°26'19" E 264.50 feet to an iron pipe, thence N 2°59'11" E 246.40 feet to a point on the South Right of Way boundary of said road, thence proceed along said Right of Way boundary the following calls: N 83°35'36" W 51.69 feet, thence along a curve to the right with a delta angle of 14°36'48" having a radius of 848.51 feet and an arc length of 216.41 feet, with a chord bearing and distance of N 76°17'12" W 215.83 feet to the Point of Beginning. Bearings in this description are by solar observation.

Together with an Easement to withdraw water, said tract and easement being set forth and described in Warranty Deed to Tommy R. Nester, Jr. and April W. Nester, dated July 11, 2000, executed by William B. Tackett, et al, recorded in Book 350, at Page 51A of the Land Deed Records of Leflore County, Mississippi.

PARCEL 14:

Tract I (Simmons):

The South Half (S½) of Section 3; Sectional Lots 1, 2, 3, 4, 5, 6 and 7 of Section 9; and Sectional Lots 1, 2, 3, 4, 5, 6, 7 and 8 of Section 10, Township 19 North, Range 1 West, Leflore County, Mississippi:

LESS AND EXCEPT: Those certain tracts described as Parcel Number One, Two and Three described in the Judgment of the County Court of Leflore County, Mississippi, awarding the tracts for public use to the Mississippi State Highway Commission in the case of *Mississippi State Highway Commission v Jesse Eugene Simmons, Et Al*, Cause No. 4929, which Judgment is set forth in Minute 8, Page 552, and recorded in Deed Book 149, at Page 386, on July 7, 1965.

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LESS AND EXCEPT the following additional Tracts:

1. A tract of land conveyed to TT&W Farm Products, Inc. by Deed executed by Tackett Fish Farms, dated July 5, 1995, recorded in Book 307, at Page 163 of the Land Deed Records of Leflore County, Mississippi, being a 100.00 acre tract of land located in the northeast quarter of Section 9, Township 19 North, Range 1 West, Leflore County, Mississippi:

Begin at an iron pipe at a fence corner marking the northeast corner of Section 9, Township 19 North, Range 1 West, Leflore County, Mississippi and proceed South 469.94 feet to an iron pipe on the north side of a ditch or canal, said iron pipe marking the Point of Beginning of the tract herein described, from said Point of Beginning proceed South 1721.84 feet to an iron pipe on the North Right of Way boundary of U.S. Highway No. 82, thence N 71°56'33" W along said Right of Way 653.00 feet to the Point of Tangency of a curve to the left, said Point of Tangency being 125.00' left of centerline Station 58+25.05, thence along said Right of Way and a curve to the left with a delta angle of 25°36'34" having a radius of 2981.64 feet and a arc length of 1332.71 feet, with a chord bearing and distance of N 84°41'21" W 1321.34 feet to the Point of Curvature, said Point of Curvature being 125.00' left of centerline Station 45+46.65, thence S 82°26'52" W along said Right of Way 124.72 feet to an iron pipe, thence N 1°39'43" E 189.33 feet to an iron pipe, thence N 76°02'48" W 548.80 feet to an iron pipe, thence North 1574.46 feet to an iron pipe on the north boundary of said Section 9, thence S 89°43'18" E along the north boundary of Section 9 a distance of 817.73 feet to an iron pipe, thence along the north side of said ditch or canal S 38°30'44" E 191.96 feet to an iron pipe, S 57°07'51" E 301.94 feet to an iron pipe, S 63°52'44" E 227.86 feet to an iron pipe, S 87°24'28" E 260.08 feet to an iron pipe, N 89°54'38" E 620.12 feet to an iron pipe, S 78°39'39" E 193.90 feet to an iron pipe, thence S 82°51'59" E 122.70 feet to the Point of Beginning. Bearings in this description are by solar observation.

2. A 1.54 acre tract located in the Northwest Quarter of Section 9, Township 19 North, Range 1 West, Leflore County, Mississippi:

Begin at the Northwest corner of said Section 9 and proceed South 2478.92 feet to a point, thence proceed East 801.14 feet to an iron pipe on the south Right-of-Way boundary of U.S. Hwy. #82 and the Point of Beginning of the tract herein described, from said Point of Beginning proceed along the South Right-of-Way boundary of U.S. Hwy. #82 and along a curve to the right with a delta angle of 01°36'50" having a radius of 5604.58 feet and an arc length of 157.86 feet to an iron pipe @ P.T. STA. 752+72.27 Back (125' RT.), (Equation Station 20+87.68 Ahead), thence proceed N 82°26'52" E along the south Right-of-Way boundary of U.S. Hwy. #82 a distance of 258.33 feet to an iron pipe on the west Right-of-Way boundary of Columbus Gulf Transmission Co. High

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Pressure National Gas Lines, thence proceed S 22°40'12" W along the west Right-of-Way boundary of said Natural Gas Lines 246.42 feet to an iron pipe on the south boundary of the Northwest Quarter of Section 9, thence proceed S 89°29'08" W along the south boundary of the Northwest Quarter of Section 9 and along a fence line 260.86 feet to an iron pipe, thence N 18°05'11" W 181.81 feet to the Point of Beginning.

3. A 5.17 acre tract located in Sectional Lot 6 in Section 9, Township 19 North, Range 1 West, Leflore County, Mississippi, described as follows:

Begin at the northwest corner of said Section 9 and proceed South 2478.92 feet to a point, thence proceed East 801.14 feet to an iron pipe on the south Right of Way boundary of U.S. Highway 82, said iron pipe marking the northwest corner of the 1.54 acre Steve Kelly tract described in Deed Book 326 on Page 179 of the Land Deed Records of Leflore County, Mississippi, thence proceed along the south Right of Way boundary of U.S. Highway 82 and along a curve to the right with a delta angle of 01°36'50" having a radius of 5604.58 feet and a arc length of 157.86, with a chord bearing and distance of N 81°38'27" E 157.86 feet to an iron pipe @P.T.STA. 752+72.27 Back (125' RT.), (Equation Station 20+87.68 Ahead), thence proceed N 82°26'52" E continuing along the south Right of Way boundary of U.S. Highway 82 a distance of 258.33 feet to an iron pipe marking the northeast corner of said Kelly tract, thence proceed N 82°26'52" E continuing along the south Right of Way boundary of U.S. Highway 82 a distance of 829.06 feet to an iron pipe marking the Point of Beginning of the tract herein described, from said Point of Beginning proceed N 82°26'52" E continuing along the south Right of way boundary of U.S. Highway 82 a distance of 612.28 feet to an iron pipe on the east boundary of Sectional Lot 6, thence South along the east boundary of Sectional Lot 6 a distance of 409.98 feet to the southeast corner of Sectional Lot 6, thence S 89°44'35" W along the south boundary of Sectional Lot 6 a distance of 606.97 feet to an iron pipe, thence N 0°00'00" W 332.23 feet to the Point of Beginning. Bearings in this description are by solar observation.

4. A 0.59 acre tract of land located in the Northwest Quarter of Section 9, Township 19 North, Range 1 West, Leflore County, Mississippi, described as follows to-wit:

Commencing at a set 5/8" rebar monument in the Southerly line of US Highway 82, said highway having a right of way width of 250.0 feet, said monument being 2478.02 feet South of and 801.14 feet East of the Northwest corner of said Section 9, said monument being the Northwest corner of land described in that certain deed to Steve Kelly recorded in Book 326, Page 719 in said Office of the County Chancery Clerk; thence along said Southerly line of US Highway 82, with a curve to the right having a delta angle of 01°36'50", a radius of 5604.58 feet and an arc length of 157.86 feet and having a chord bearing N 81°38'27" E and a chord length of 157.85 feet, to a found concrete right of way

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monument 125.0 feet right of P.T. Station 752+72.27 Back and equation station 20+87.68 Ahead; thence N 07°33'08" W a distance of 250.00 feet to a found concrete right of way marker monument in the Northerly line of said US Highway 82, 125.0 feet left of P.T. Station 752+72.27 Back and equation station 20+87.68 Ahead; thence along said Northerly line of US Highway 82 N 82°26'52" E a distance of 419.63 feet to a set 5/8" rebar and 2" aluminum cap stamped LS-3140 and the point of beginning; thence departing said right of way N 25°00'00" E a distance of 57.77 feet to a set 5/8" rebar and 2" aluminum cap stamped LS-3140; thence N 00°00'00" E a distance of 94.00 feet to a set 5/8" rebar and 2" aluminum cap stamped LS-3140; thence S 90°00'00" W a distance of 191.44 feet to a set 5/8" rebar and 2" aluminum cap stamped LS-3140; thence S 00°00'00" E a distance of 117.74 feet to a set 5/8" rebar and 2" aluminum cap stamped LS-3140 in the Northerly line of said US Highway 82; thence S 82°26'52" W along said Northerly line a distance of 217.74 feet to the point of beginning. Containing 25,568.99 square feet or 0.59 acres more or less.

AND BEING a portion of a tract of land described in that certain deed to Tackett Fish Farms recorded in Book 303, Page 599, in the Office of the Leflore County Chancery Clerk.

5. A 27.78 acre tract of land located in the Northwest Quarter of Section 10, Township 19 North, Range 1 West, Leflore County, Mississippi:

Begin at an iron stake at a fence corner marking the northeast corner of Section 9, Township 19 North, Range 1 West, Leflore County, Mississippi, and proceed South 608.38 feet to an iron pipe and marking the point of beginning of the tract herein described; from said point of beginning proceed North 81°21'03" East 763.70 feet to an iron pipe; thence South 88°45'22" East 659.14 feet to an iron pipe; thence South 08°03'56" West 934.64 feet to an iron pipe; thence North 89°17'59" West 1282.96 feet to an iron pipe; thence North 809.18 feet to the point of beginning.

6. A tract of land consisting of approximately 10 acres located in the Southeast Corner of Lot 8 in Section 10, Township 19 North, Range 1 West, Leflore County, Mississippi, described as follows:

Commence at the point of intersection of the east boundary of said Section 10 and the north right of way of U.S. Highway 82 and proceed thence west along the north boundary line of said highway a distance of 500 feet to a point; thence proceed north along a line parallel with the east boundary line of Section 10 a distance of 870 feet to a point; thence proceed eastwardly along a line parallel with the north boundary line of said U.S. Highway 82 a distance of 500 feet to a point on the east boundary line of Section 10;

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thence proceed south along the east boundary line of Section 10 a distance of 870 feet to the point of beginning.  
(Being Tax Parcel #08810000000120 on the 2012 Leflore County Land Roll)

7. A tract of land consisting of approximately 2 acres located in the Southeast Corner of Lot 8 in Section 10, Township 19 North, Range 1 West, Leflore County, Mississippi, described as follows:

Commence at the point of intersection of the east boundary of said Section 10 and the north right of way of U.S. Highway 82 and proceed thence west along the north boundary line of said highway a distance of 500 feet to the point of beginning of the tract herein described; from the point of beginning continue thence west along the north boundary line of said highway a distance of 100 feet; thence proceed north along a line parallel with the east boundary line of Section 10 a distance of 870 feet to a point; thence proceed eastwardly along a line parallel with the north boundary line of said U.S. Highway 82 a distance of 100 feet to the northwest corner of property heretofore conveyed to Viking Specialty Products, Inc.; thence proceed south along the west boundary line of the property heretofore conveyed to Viking Specialty Products, Inc. a distance of 870 feet to the point of beginning.  
(Being Tax Parcel #08810000000150 on the 2012 Leflore County Land Roll)

8. A tract of land consisting of approximately 12 acres located in Sectional Lot 8 of Section 10, Township 19 North, Range 1 West, Leflore County, Mississippi, described as follows:

Commence at the point of intersection of the east boundary of said Section 10 and the north right of way of U.S. Highway 82 and proceed thence west along the north boundary line of said highway a distance of 600 feet to the southwest corner of property previously purchased by Viking Specialty Products, Inc. and the point of beginning of the tract herein described; from the point of beginning continue thence west along the north boundary line of said highway a distance of 706 feet; thence proceed north along a line parallel with the east boundary line of Section 10 a distance of 740 feet to a point; thence proceed eastwardly along a line parallel with the north boundary line of said U.S. Highway 82 a distance of 706 feet to a point on the west boundary line of a 12 acre tract of land previously purchased by Viking Specialty Products, Inc.; thence proceed South along the west boundary line of the property previously purchased by Viking Specialty Products, Inc. a distance of 740 feet to the point of beginning.  
(Being Tax Parcel #08810000000130 on the 2012 Leflore County Land Roll)

9. A tract of land consisting of approximately 19.62 acres, more or less located in Section 10, Township 19 North, Range 1 West, Leflore County, Mississippi, more particularly described as follows:

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Commence at a 2-inch iron pipe marking the point of intersection of the East boundary of said Section 10 and the Northern right-of-way of U.S. Highway 82 and proceed thence North 0°39'53" East for 870.00 feet to the Northeast corner of the existing Viking Range Corporation ventilation plant property and the point of beginning of the tract herein described:

From said point of beginning, run along the Northern property line of said tract North 89°15'25" West for 600.00 feet to the Northwest corner of a tract of land owned by Leflore County, thence run along the Western boundary line of said tract South 0°39'53" West for 130.00 feet to the Northeast corner of the existing Viking Range Corporation distribution center property, thence run along the Northern property line of said tract North 89°15'25" West for 706.00 feet to the Northwest corner of said tract, thence run North 0°39'53" East for 581.93 feet to a woodsline, thence run along the woodsline South 89°32'45" East for 506.29 feet, thence run North 73°26'44" East for 297.52 feet, thence run North 50°39'30" East for 264.40 feet, thence run North 62°52'58" East for 353.73 feet, thence leaving said woodsline run South 0°39'53" West for 878.31 feet to the point of beginning of the tract herein described, said tract containing 19.26 acres, more or less. (Being Tax Parcel #0881000000140 on the 2012 Leflore County Land Roll)

10. A 3.53 acre tract of land located in Sectional Lot 7, Section 9, Township 19 North, Range 1 West, Leflore County, Mississippi:

Begin at a ½" iron pipe marking the northeast corner of said Section 9 and proceed SOUTH a distance of 1883.35 feet; thence WEST a distance of 2059.50 feet to a ½" iron pipe marking a corner of that certain TT&W Farm Products, Inc. 100.00 acre tract described in Deed Book 307 on Page 163 of the Land Deed Records of Leflore County; said iron pipe marking the Point of beginning of the tract herein described; from said Point of Beginning proceed S 82°26'52" W along the north Right of Way boundary of U.S. Highway No. 82 for a distance of 531.73' to a ½" iron pipe; thence N 00°00'00" E 391.33' to a ½" iron pipe marking a corner of said 100.00 acre tract; thence proceed along boundaries of said 100.00 acre tract the following calls: S 76°03'42" E 548.80' to a ½" iron pipe; S 01°40'21" W 189.33' to the Point of Beginning. Bearings in this description are Geodetic from Global Positioning System.

11. A 14.91 acre tract located in Sectional Lots 1 & 2, Section 9, Township 19 North, Range 1 West, Leflore County, Mississippi:

Begin at ½" iron pipe marking the northeast corner of said Section 9; said iron pipe marking the Point of Beginning of the tract herein described; from said Point of Beginning proceed S 00°00'13" E 469.94' to a ½" iron pipe marking the northeast corner

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of that certain T T & W Farm Products, Inc. 100.00 acre tract described in Deed Book 307 on Page 163 of the Land Deed Records of Leflore County; thence proceed along the north boundary of said 100.00 acre tract the following calls: N 82°50'09" W 122.73' to a ½" iron pipe; N 78°41'29" W 194.06' to a ½" iron pipe; S 89°58'37" W 619.94' to a ½" iron pipe; N 87°22'27" W 260.19' to a ½" iron pipe; N 63°48'26" W 228.19' to a ½" iron pipe; N 57°04'45" W 301.60' to a ½" iron pipe; N 38°29'53" W 191.81' to a ½" iron pipe on the north boundary of said Section 9; thence S 89°40'53" E along the north boundary of said Section 9 a distance of 1769.25' to the Point of Beginning. Bearings in this description are Geodetic from Global Positioning System.

**Tract II (Plant):**

A tract of land conveyed to TT&W Farm Products, Inc. by Deed executed by Tackett Fish Farms, dated July 5, 1995, recorded in Book 307, at Page 163 of the Land Deed Records of Leflore County, Mississippi, being a 100.00 acre tract of land located in the northeast quarter of Section 9, Township 19 North, Range 1 West, Leflore County, Mississippi:

Begin at an iron pipe at a fence corner marking the northeast corner of Section 9, Township 19 North, Range 1 West, Leflore County, Mississippi and proceed South 469.94 feet to an iron pipe on the north side of a ditch or canal, said iron pipe marking the Point of Beginning of the tract herein described, from said Point of Beginning proceed South 1721.84 feet to an iron pipe on the North Right of Way boundary of U.S. Highway No. 82, thence N 71°56'33" W along said Right of Way 653.00 feet to the Point of Tangency of a curve to the left, said Point of Tangency being 125.00' left of centerline Station 58+25.05, thence along said Right of Way and a curve to the left with a delta angle of 25°36'34" having a radius of 2981.64 feet and a arc length of 1332.71 feet, with a chord bearing and distance of N 84°41'21" W 1321.34 feet to the Point of Curvature, said Point of Curvature being 125.00' left of centerline Station 45+46.65, thence S 82°26'52" W along said Right of Way 124.72 feet to an iron pipe, thence N 1°39'43" E 189.33 feet to an iron pipe, thence N 76°02'48" W 548.80 feet to an iron pipe, thence North 1574.46 feet to an iron pipe on the north boundary of said Section 9, thence S 89°43'18" E along the north boundary of Section 9 a distance of 817.73 feet to an iron pipe, thence along the north side of said ditch or canal S 38°30'44" E 191.96 feet to an iron pipe, S 57°07'51" E 301.94 feet to an iron pipe, S 63°52'44" E 227.86 feet to an iron pipe, S 87°24'28" E 260.08 feet to an iron pipe, N 89°54'38" E 620.12 feet to an iron pipe, S 78°39'39" E 193.90 feet to an iron pipe, thence S 82°51'59" E 122.70 feet to the Point of Beginning. Bearings in this description are by solar observation.

**Tract III (Lagoon):**

A 27.78 acre tract of land located in the Northwest Quarter of Section 10, Township 19 North, Range 1 West, Leflore County, Mississippi:

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Begin at an iron stake at a fence corner marking the northeast corner of Section 9, Township 19 North, Range 1 West, Leflore County, Mississippi, and proceed South 608.38 feet to an iron pipe and marking the point of beginning of the tract herein described; from said point of beginning proceed North  $81^{\circ}21'03''$  East 763.70 feet to an iron pipe; thence South  $88^{\circ}45'22''$  East 659.14 feet to an iron pipe; thence South  $08^{\circ}03'56''$  West 934.64 feet to an iron pipe; thence North  $89^{\circ}17'59''$  West 1282.96 feet to an iron pipe; thence North 809.18 feet to the point of beginning.

**PARCEL 15:****JOHN HANCOCK (373-176)**

Parcel No. 1:

The Northwest Quarter and the West Half of the Northeast Quarter and the North Half of the South Half and the Southwest Quarter of the Southwest Quarter and the North Half of the Southeast Quarter of the Southwest Quarter and the North Half of the Southwest Quarter of the Southeast Quarter, all in Section 14, Township 18, Range 2 West, Leflore County, Mississippi.

Parcel No. 2:

The Southeast Quarter of Northeast Quarter, Section 10; the South Half of Section 11, less that part of its Northeast corner that lies North and East of the Center of Bear Creek which said part is about 55 acres, more or less; and South Half of the Northwest Quarter, Section 11, less that part off its Northeast corner lying East of the Center of Bear Creek, which part is about 2 acres, and that part off the Southwest corner of the Southwest Quarter of Northeast Quarter, Section 11, that lies West of the center of Bear Creek about 6 acres, making 390 acres of land, more or less, in Township 18, Range 2 West, Leflore County, Mississippi, except however, the 1 acre of said land heretofore deeded by J. C. Purnell to the Colored Peoples Baptist Church.

Parcel No. 3:

The West Half of the West Half and that part of the East Half of West Half lying West of the center of Blue Lake and Bear Creek, Section 2, about 240 acres, more or less; East Half of the East Half of Section 3, less railroad right-of-way, 158 acres, more or less. Northeast Quarter of Northeast Quarter, Section 10, 40 acres, more or less, North Half of Northwest Quarter, less about 10 acres East of Bear Creek in Section 11, 70 acres. Total 508 acres, all located in Township 18, Range 2 West, Leflore County, Mississippi.

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LESS AND EXCEPT:

TOWNSHIP 18 NORTH, RANGE 2 WEST

All that certain tract or parcel of land, containing 166.287 acres, more or less, in the Southeast Quarter (SE¼) of Section 11, lying South of the centerline of Bear Creek and East of the centerline of a county gravel road, and also part of the East Half (E½) of Section 14, lying East of the centerline of said county gravel road, being more particularly described as follows:

BEGINNING at a 1 1/2" iron pipe found on the section corner common to Sections 11, 12, 13 & 14; and running

THENCE along the Section line between said Sections 11 and 14, the following courses and distances: S 88°53'52" W, for 950.00 feet to a point on the lower bank of the Brake; and

THENCE S 88°53'52" W, for 370.67 feet to a point in the brake;

THENCE S 00°31'11" W, through said Section 14, for 2595.30 feet to a point;

THENCE N 89°31'04" E, for 1319.99 feet to a point on the east boundary of said Section 14;

THENCE S 00°31'39" W, along said east boundary, for 1304.79 feet to a point;

THENCE S 89°49'56" W, for 332.96 feet to a point on the centerline of said county gravel road;

THENCE along said centerline, the following courses and distances:  
 N 45°55'27" W, for 756.66 feet to a point;  
 N 37°45'51" W, for 1341.70 feet to a point;  
 N 26°39'59" W, for 745.64 feet to a point;  
 N 14°58'03" W, for 944.20 feet to a point;  
 N 08°09'33" W for 636.86 feet to a point;  
 N 02°07'22" E, for 2151.96 feet to a point; and leaving said centerline, proceed

THENCE S 88°36'59" E, for 351.96 feet to a stake set on the Southeast corner of a church lot;

THENCE N 45°36'30" E, for 293.45 feet to a point on the centerline of said Bear Creek;

THENCE along said creek centerline, the following courses and distances:  
 S 70°24'47" E, for 417.34 feet to a point;  
 S 57°21'24" E, for 852.78 feet to a point;  
 S 46°55'02" E, for 508.03 feet to a point;  
 S 28°06'03" E, for 213.13 feet to a point;  
 S 50°13'47" E, for 184.50 feet to a point;

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THENCE S 86°31'23" E, for 224.16 feet to a point at the intersection of the centerline of Bear Creek and the east boundary of said Section 11; S 00°22'18" E, along said east boundary, for 949.51 feet to the point of BEGINNING.

AS SHOWN on that plat thereof dated April 8, 1998, prepared by John R. Bunch, III, Registered Professional Engineer No. 3398, Land Surveyor No. 2086.

SECTION 11: That portion of the South Half (S½) lying South of the centerline of Bear Creek and east of a County gravel road, LESS AND EXCEPT that portion in the NW corner thereof containing 1 acre, more or less, heretofore deeded by J. C. Purnell to the Colored Peoples Baptist Church.

SECTION 14: That portion of the West Half of the Northeast Quarter (W½ NE¼) and the North Half of the Southeast Quarter (N½ SE¼) lying east of said County gravel road.

AND LESS AND EXCEPT:

SECTION 3: All of that tract or parcel of land containing 18.844 acres, more or less, out of the Northeast Quarter of the Northeast Quarter, (18.844 ac NE¼ NE¼) lying South of a fence, East of a paved road and North of a Railroad right of way and being more particularly described as follows:

COMMENCING at a found iron pipe marking NE corner of said Section; and proceeding;

THENCE: West, for a distance of 24.20 feet, along the North line of said section to the westerly right-of-way line of a paved public road;

THENCE: South along said westerly right-of-way line, a distance of 67.92 feet, more or less, to a creosote fence post marking the point of BEGINNING hereof;

THENCE: Westerly, along an existing fence line, the following courses and distances:  
N 88°14'50" W, for a distance of 324.90 feet to a metal fence post;  
N 88°26'32" W, for a distance of 153.06 feet to a metal fence post;  
N 88°57'15" W, for a distance of 262.66 feet to a metal fence post;

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N 88°16'10" W, for a distance of 390.05 feet to a metal fence post; and  
 S 89°50'59" W, for a distance of 183.74 feet to a point;  
 THENCE South for a distance of 1163.51 feet to an iron pipe on the northern boundary line of Columbus & Greenville Railroad right of way;  
 THENCE along said Railroad right-of-way, the following courses and distances;  
 along a curve to the left, having a chord bearing of N 52°52'33" E, for a chord length of 266.50 feet to a point of tangency; and N 50°38'14" E, 1425.93 feet to a 1/2" iron pipe at the intersection of said Railroad right-of-way line with the westerly right-of-way line of said paved public road;  
 THENCE N 00°40'18" W, for a distance of 68.23 feet, more or less, along said westerly right-of-way line to the point of BEGINNING;  
 AS SHOWN ON that survey dated March 14, 1998, prepared by Gordon M. Ditto, Registered Land Surveyor No. 02557.

BEING that portion of the premises conveyed to Grantor by deed dated October 19, 1993, recorded in the Office of the Chancery Clerk of Leflore County, Mississippi on November 10, 1993 in Deed Book No. 291, Page 247, as Instrument No. 952.

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**PARCEL 16****Moon (2010001128):**

62.72 acres, more or less, located in part of the Northeast quarter of Section 6, Township 21 North, Range 3 West, Ruleville, Sunflower County, Mississippi, and being herein described as follows:

Commence from a ½" rebar at the Northeast corner of Section 6, Township 21 North, Range 3 West, Ruleville, Sunflower County, Mississippi; thence South 00°29'55" East 18.50 feet along the East line of Section 6 to a ½" rebar on the South Right of Way of East Floyce Street; thence North 89°16'33" West 264.92 feet along said Right of Way to a ½" rebar; thence South 00°43'08" West 409.93 feet to an iron pipe; thence North 89°15'26" West 424.90 feet to an iron pipe; thence North 00°40'26" East 209.59 feet to a ½" rebar; thence North 89°17'19" West 783.71 feet to a ½" rebar; thence South 00°08'10" East 6.83 feet to a ½" rebar; thence South 00°08'10" East 498.01 feet to a ½" rebar; thence North 87°31'22" West 252.67 feet to a ½" rebar; thence South 00°42'43" East 592.82 feet to a ½" rebar; thence North 89°36'42" West 200.09 feet to a ½" rebar on the East Right of Way of Connell Avenue; thence South 00°37'29" East 62.92 feet along said Right of Way to a ½" rebar; thence South 89°57'22" East 635.27 feet to a ½" rebar; thence South 00°33'31" East 737.38 feet to a ½" rebar; thence South 89°57'18" East 864.96 feet to a ½" rebar; thence South 89°57'18" East 191.02 feet to a ½" rebar; thence South 89°57'18" East 25.73 feet to a ½" rebar; thence North 05°35'00" East 41.29 feet to a ½" rebar; thence North 05°35'00" East 214.43 feet to a ½" rebar; thence South 88°17'00" East 186.23 feet to a ½" rebar on the East line of Section 6; thence North 00°29'55" West 1819.82 feet along said East line to a ½" rebar and the POINT OF BEGINNING.

**Flatlake Farnis (2008005256):**

Tract I:

North Half; and North Half of the Southwest Quarter; and the Northwest Quarter of the Southeast Quarter of Section 5, Township 21 North, Range 3 West, Sunflower County, Mississippi, but less and except therefrom 3.28 acres, more or less, located in part of the Southwest Quarter of Section 5, Township 21 North, Range 3 West, Sunflower County, Mississippi, and being more particularly described as follows:

Commence from the Northeast corner of Lot 9, Section 6, Township 21 North, Range 3 West, thence South 00°30'22" East 937.56 feet to a 1/2-inch rebar and the point of beginning; thence

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South 00°05'25" West 134.19 feet to a 1/2-inch rebar; thence South 02°21'24" East 73.20 feet to a 1/2-inch rebar; thence South 04°24'06" East 83.14 feet to a 1/2-inch rebar; thence South 09°02'37" East 147.40 feet to a 1/2-inch rebar; thence North 89°59'52" East 402.95 feet to a 1/2-inch rebar; thence North 14°45'59" West 333.20 feet to a 1/2-inch rebar; thence North 72°02'16" West 368.33 feet to a 1/2-inch rebar and the point of beginning.

Tract II:

Northwest Quarter; and Northwest Quarter of Southwest Quarter, of Section 4, Township 21 North, Range 3 West, Sunflower County, Mississippi, but less and except therefrom that certain property in the Northwest Quarter of the Southwest quarter of Section 4, Township 21 North, Range 3 West, conveyed by Hyman Turner to Sunflower County, Mississippi, by deed dated April 12, 1973, and recorded in Book M-20, at page 479, in the land records in the Office of the Chancery Clerk of Sunflower County, Mississippi.

**PARCEL 17:**

**Faulkner (Z30-521)**

The South Half of Section 33, Township 21 North, Range 3 West lying East of Highway 49 West less and except 1.57 acres described as follows, to-wit:

Begin at the intersection of Township line of Townships 20 and 21 North, Range 3 West, with the East line of U.S. Highway 49 West and proceed North along the eastern boundary of U.S. Highway 49 West for a distance of 100.0 feet, more or less, to the Southwest corner and the point of beginning of the tract herein described being more particularly defined by a fence corner; from the said point of beginning proceed North 84 degrees 32 minutes East along the fence for a distance of 242.0 feet to a fence corner; thence proceed North 04 degrees 01 minutes West along the fence for a distance of 346.0 feet to a fence corner; thence proceed South 64 degrees 45 minutes West along the fence for a distance of 210.0 feet to the Highway right-of-way; thence proceed South 03 degrees 30 minutes West along the highway right-of-way for a distance of 29.0 feet to a point; thence proceed North 86 degrees 30 minutes West for a distance of 10.0 feet to a point; thence proceed South 03 degrees 30 minutes West along the highway right-of-way for a distance of 249.4 feet to the point of beginning.

AND, the South Half of Section 34, Township 21 North, Range 3 West.

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**Create Foundation (N38-545)**

East half of Southwest quarter of Section 35, Township 21 North, Range 3 West.

AND

Southeast quarter of Northwest quarter and Northeast quarter of Southwest quarter of Section 2, Township 20 North, Range 3 West.

All in Sunflower County, Mississippi and containing 152 acres, more or less.

**McLean (N38-551)**

Northeast quarter of Northwest quarter and Southeast quarter of Southwest Quarter of Section 2, Township 20 North, Range 3 West.

And

West half of Southwest quarter lying North of the drainage canal of Section 35, Township 21 North, Range 3 West.

**PARCEL 18**

**Holeman (2011005489):**

Tract I:

Certain property situated in the Northwest Quarter of the Northwest Quarter of Section 9, Township 20 North, Range 3 West of the Choctaw Meridian, Sunflower County, Mississippi, said property forming a portion of the right-of-way of the Illinois Central Gulf Railroad Company's abandoned Sunflower District ("LD" line) is described as a 100 foot wide parcel of land, lying 50 feet on either side of the centerline of Grantor's main track as now or formerly located, and extending southerly a distance of 1050 feet (main track centerline measurement), to a line that extends easterly and westerly perpendicular to said main track centerline, being the North line of that tract of land conveyed by Grantor to F. Butts by deed dated July 26, 1983.

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## Tract 2:

Unit #6 of the McLean Estate Farm, Sunflower County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of the said County, in Plat Book No. 3, page 25 thereof, of the Records of Maps, Plats and Town Additions, said Unit #6 being more particularly described as follows, to-wit: Beginning at the Northwest corner of Lot 2, Section 8, Township 20 North, Range 3 West, thence North 88 degrees 41 minutes East for 2845 feet to a point on the West right of way line of the property owned by the Y&MV RR Company; thence South 3 degrees 46 minutes West, along said right of way line for 800 feet; thence South 89 degrees 36 minutes West for 2769 feet; thence North 1 degree 05 minutes West for 750 feet to the point of beginning. This unit contains 50.3 acres of land, more or less and is located in Lots 1 and 2, Section 8 and Section 9, all in Township 20 North, Range 3 West, Sunflower County, Mississippi.

## Tract 3:

Part of Unit #5 of the McLean Estate Farm, Sunflower County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Sunflower County, Mississippi, in Plat Book No. 3, Page 25 thereof, of the Records of Maps, Plats and Town Additions, more particularly described as follows: Commencing at the Southwest corner of Lot 15, Section 8, Township 20 North, Range 3 West, thence North 1 degree 05 minutes West for 4,514 feet; thence North 89 degrees 36 minutes East for 2,269 feet to the Point of Beginning; thence continue North 89 degrees 36 minutes East for 500 feet to a point on the West right-of-way line of the property owned by the Y&MV Railroad Company; thence South 3 degrees 46 minutes West along the said right-of-way line for 500 feet; thence South 89 degrees 36 minutes West for 500 feet; thence run North 3 degrees 46 minutes East 500 feet to the point of beginning.

## Tract 4:

That part of Unit 5 of the McLean Estate Farm as shown in Plat Book 3 at Page 25 in the office of the Chancery Clerk of Sunflower County, Mississippi, lying and being situate in the South Half of the Northwest Quarter of Section 9, Township 20 North, Range 3 West, Sunflower County, Mississippi.

## Tract 5:

Part of Unit #5 of the McLean Estate Farm, Sunflower County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Sunflower County, Mississippi, in Plat Book No. 3, Page 25, thereof, the records of maps, plats and town additions, said Unit #5 being more particularly described as follows:

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Commencing at the Southwest corner of Lot 15, Section 8, Township 20 North, Range 3 West, thence North 1 degree, 05 minutes West for 3,746 feet to the Point of Beginning of the parcel herein described; thence North 1 degree 05 minutes West for 768 feet; thence North 89 degrees 36 minutes East for 2,269 feet; thence South 3 degrees 46 minutes West parallel to the West right-of-way line of the Y&MV Railroad Company 500 feet; thence North 89 degrees 36 minutes East 500 feet to the West right-of-way of the Y&MV Railroad; thence South 3 degrees 46 minutes West along the said right-of-way line for 272 feet; thence South 89 degrees 36 minutes West for 2,703 feet to the Point of Beginning.

**PARCEL 19:****McLean (N38-551)**

Southeast quarter of Northeast Quarter and Northeast quarter of Southeast quarter of Section 9, all in Township 20 North, Range 3 West, Sunflower County, Mississippi

**PARCEL 20****Watkins (2008003174)****Parcel 1:**

Lot 1, being the Northeast Quarter lying East of the Sunflower River in Section 31;

All of that part of the Northwest Quarter of Section 32 lying West of former railroad right of way;

All in Township 20 North, Range 3 West.

**Parcel 2:**

Certain property situated in the Northwest Quarter of Section 32, Township 20 North, Range 3 West of the Choctaw Meridian, Sunflower County, Mississippi, said property forming a portion of the right of way of the Illinois Central Gulf Railroad Company's abandoned Sunflower District ("LD" line) is described as a 100 foot wide parcel of land, lying 50 feet on either side of

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the centerline of the Illinois Central Gulf Railroad Company's main tract as now or formerly located, and extending northerly from the South line of the Southwest Quarter of the Northwest Quarter of said Section 32, approximately 2720 feet (main tract centerline measurement), to the North line of the Northeast Quarter of the Northwest Quarter of said Section 32.

**PARCEL 21**

**Bradshaw (G31-9)**

31.975 acres, more or less, located in Lots 6 & 7, Section 5, Township 19 North, Range 3 West, Sunflower County, Mississippi and further described as follows:

Beginning at a ½" rebar on the North line of Lot 7, said point being on the centerline of a ditch and located 1,045.30 feet East of the Northwest corner of said Lot 7, Section 5, Township 19 North, Range 3 West, Sunflower County, Mississippi; thence West 1,147.79 feet along the North line of Lots 6 & 7 to a ½" rebar and the East right-of-way of U.S. Highway 49 West; thence South 07°45'00" West 1,138.53 feet along said right-of-way of U.S. Highway 49 West to a ½" rebar; thence East 1,319.68 feet to a ½" rebar on the centerline of said ditch; thence along said centerline of ditch for the next four (4) courses and distances: North 23°02'39" East 56.74 feet; North 02°24'15" West 303.81 feet; North 05°32'31" West 481.81 feet; North 03°39'13" East 293.41 feet to a ½" rebar on said North line of Lot 7 and the point of beginning, LESS AND EXCEPT, a strip of land 8.00 feet wide along the North line of Lot 7 as shown in Deed Book L-10, Page 5.

**LESS AND EXCEPT:**

A 2.23 acre tract located in Sectional Lots 6 & 7, Section 5, Township 19 North, Range 3 West, Sunflower County, Mississippi:

Begin at the intersection of the East Right of Way boundary of U.S. Highway 49 West with the north boundary of said Sectional Lot 6 and proceed S 08°47'20" W along the east Right of Way boundary of said highway a distance of 1197.33' to a ½" iron pipe marking the Point of Beginning of the tract herein described; from said Point of Beginning proceed along the east Right of Way boundary of said highway, the following calls: S 08°47'20" W 63.10' to a concrete Right of Way marker; S 81°02'02" E 40.41' to a concrete Right of Way marker; S 08°38'56" W 46.16' to a ½" rebar on the north Right of Way boundary of Sunflower Itta Bena Road; thence S 89°00'08" E along the north Right of Way boundary of said Sunflower Itta Bena Road a distance of 1205.20' to a ½" iron

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pipe in the centerline of a ditch; thence N 32°23'11" E along the centerline of said ditch a distance of 105.60'; thence N 85°53'07" W 159.48' to a ½" iron pipe; thence S 74°55'23" W 119.06' to a ½" iron pipe; thence N 88°41'02" W 691.92' to a ½" iron pipe; thence N 81°08'31" W 323.00' to the Point of Beginning. Bearings in this description are Geodetic from Global Positioning System.

**PARCEL 22:**

**Walter (423-401)**

All that portion of the Southwest Quarter of Northwest Quarter, which lies West of the center of the stream of Quiver River of Section 5, Township 22 North, Range 2 West, and containing 38 acres, more or less, and being Unit 10 of the P. H. Brooks & Company Division of Section 5 and the East Half of Section 6, Township 22 North, Range 2 West, Leflore County, Mississippi, into 28 Units, as shown by the Plat of said division of record in Map Book 1, at Page 39 of the Map or Plat records of said County.

ALSO an easement for road-right-of-way through Units 15 and 21, over the bridge across Quiver River, as said bridge is now located, connecting said Unit 21 and Unit 28, and through said Unit 28 to the public gravel road located on the South line of Section 5, Township 22 North, Range 2 West, all Units being of said division; so that said grantees, their agents, assigns, and representatives, may have access to and from said public gravel road on the South boundary line of said Section 5, from said Unit 10 of said division, herein conveyed to the Grantees.

ALSO all that portion of the North Half of Northwest Quarter of Section 5, Township 22, Range 2 West, which lies West of the center of the stream of Quiver River, containing 48 acres, more or less, and being Unit 3 of the said P. H. Brooks & Company Division of land, as shown by the Plat of said division of record in Map Book 1, at Page 39 of the Map or Plat records of said County.

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**PARCEL 23:**

**Prudential (Pee Dee 335-50):**

**Tract I:**

All of Section 17 except that part of the West Half of the Southwest Quarter lying West of Fighting Bayou, and except that part of the Northwest Quarter of Section 17 described as follows:

70.26 acre tract of land located in the Northwest Quarter of Section 17, Township 21 North, Range 2 West, Leflore County, Mississippi, being more particularly described as follows, to-wit:

Begin at an iron pipe marking the Northwest corner of Section 17, Township 21 North, Range 2 West, Leflore County, Mississippi, said iron pipe being the point of beginning of the tract herein described, and proceed South for a distance of 2647.26 feet to a point; thence proceed East for a distance of 1420.42 feet to an iron pipe on the West boundary of the gravel public road; thence proceed North 15°27'20" East along the West boundary of said gravel public road for a distance of 991.31 feet to the intersection of said West boundary of the gravel public road with the centerline of a private gravel road; thence proceed along the centerline of the private gravel road the following calls: North 62°55'08" West a distance of 33.32 feet to a point; thence North 67°45'41" West a distance of 116.46 feet to a point; thence North 59°34'36" West a distance of 165.68 feet to a point; thence North 47°54'07" West a distance of 101.01 feet to a point; thence North 40°16'48" West a distance of 358.68 feet to a point; thence North 30°25'49" West a distance of 151.57 feet to a point; thence North 24°01'45" West a distance of 211.90 feet to a point; thence North 26°01'34" West a distance of 309.80 feet to a point; thence North 27°56'18" West a distance of 208.77 feet to a point; thence North 34°57'26" West a distance of 140.32 feet to a point; thence North 40°21'37" West a distance of 378.80 feet to a point; thence North 40°52'37" West a distance of 21.97 feet to an iron pipe at the intersection of the centerline of said private gravel road with the North boundary of said Section 17; thence leaving said private gravel road proceed West a distance of 360.54 feet to the point of beginning.

All of the Southeast Quarter of Section 18 lying East of Fighting Bayou:

The Northeast Quarter, all that part of the East Half of the Southeast Quarter lying North of Quiver River, the Northwest Quarter of the Southeast Quarter and all that part of the West Half lying East of Quiver River, of Section 19, except all that part of the North Half of Section 19

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lying East of Quiver River and West of Fighting Bayou, and being a tract of land bounded by Quiver River, Fighting Bayou and the section line between Sections 18 and 19;

All of Section 20;

The North Half of Section 21;

The North Half of Section 29, less a lot 50 feet square in the Northwest Quarter of said Section 29, more specifically described in Deed dated November 13, 1967, from Hunter and Wilma L. Chittom to Schlater Water Association, Inc., recorded in Book 158, at Page 187 of the Land Deed Records of Leflore County, Mississippi;

LESS AND EXCEPT (Aquaculture Processing Plant) a 28.813 acre tract of land situated in Section 29 and 20, Township 21 North, Range 2 West, Leflore County, Mississippi, described by metes and bounds as follows, to-wit:

Beginning at a point on the Quarter Section Line running East and West through Section 29 at the intersection of the centerline of the Gravel Public Road and said Quarter Section Line, being 2700.0' East of the Quarter Section Corner between Sections 29 and 30, Township 21 North, Range 2 West, Leflore County, Mississippi; thence proceed N 36°50' W along the centerline of said gravel public road for a distance of 1530.0' to a point; thence proceed N 53°10' E for a distance of 30.0' to the POINT OF BEGINNING of the tract herein described; from said POINT OF BEGINNING proceed with the following bearings and distances:

N 53°10'00" E for 435.60' to a point;  
 S 36°50'00" E for 300.00' to a point;  
 N 15°00'00" E for 250.00' to a point;  
 N 23°20'00" W for 1600.0' to a point;  
 S 80°00'00" W for 360.00' to a point;  
 S 43°33'31" W for 280.89' to a point;  
 S 17°00'00" W for 300.00' to a point;  
 S 20°00'00" E for 260.00' to a point;  
 S 53°10'00" W for 90.00' to the East boundary of said gravel public road;  
 S 36°50'00" E for 1100.0' along the East boundary of said gravel public road to the POINT OF BEGINNING.

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ALSO LESS AND EXCEPT a 1.015 acre tract of land situated in Section 29, Township 21 North, Range 2 West, Leflore County, Mississippi, described by metes and bounds as follows, to-wit:

Beginning at a point on the Quarter Section Line running East and West through Section 29 at the intersection of the centerline of the Gravel Public Road and said Quarter Section Line, being 2700.0' East of the Quarter Section Corner between Sections 29 and 30, Township 21 North, Range 2 West, Leflore County, Mississippi; thence proceed N 36°50'W along the centerline of said gravel public road for a distance of 1530.0' to a point; thence proceed S 53°10' W for a distance of 30.0' to a point on the West boundary of said gravel public road; thence proceed N 36°50'00" W along said West boundary for a distance of 536.32' to the POINT OF BEGINNING of the tract herein described; from said point proceed with the following bearings and distances:

N 36°50'00" W for 375.68' to a point;  
 S 53°10'00" W for 133.25' to a point;  
 S 36°10'14" E for 278.92' to a point;  
 N 88°30'32" E for 167.31' to the POINT OF BEGINNING.

AND ALSO LESS AND EXCEPT the following three (3) parcels of land:

Parcel A:

A parcel of land situated in Sections 20 and 29, Township 21 North, Range 2 West, Leflore County, Mississippi, described by metes and bounds as follows, to-wit:

Begin at the Southeast corner of the Northwest Quarter of Northeast Quarter of Section 30, Township 21 North, Range 2 West, Leflore County, Mississippi and proceed North 89°30' East for a distance of 1272.0' to a point on the section line between Sections 29 and 30, Township 21 North, Range 2 West; thence proceed North for a distance of 1,104.0' to a point; thence proceed East for a distance of 30.0' to a point; thence proceed North for a distance of 85.6' to the POINT OF BEGINNING of the tract herein described; from said point proceed North 63°26'06" East along the North outside toe of the levee for a distance of 223.60' to a point; thence proceed North for 250.0' to a point on the South boundary of a gravel county road; thence proceed West along said boundary for a distance of 200.0' to a point; thence proceed South for a distance of 350.0' to the POINT OF BEGINNING, containing in the aggregate 1.377 acres, more or less, of land.

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Parcel B:

A parcel of land situated in Section 29, Township 21 North, Range 2 West, Leflore County, Mississippi, described by metes and bounds as follows, to-wit:

Begin at a point on the Quarter Section line running East and West through Section 29 at the intersection of the centerline of the Gravel Public Road and said Quarter Section line, being 2700 feet East of the Quarter Section corner between Sections 29 and 30, Township 21 North, Range 2 West; thence proceed North 36 degrees 50 minutes West along the centerline of the Gravel Public Road for a distance of 1230 feet to a point; thence proceed North 53 degrees 10 minutes East for a distance of 30 feet to a point on the Eastern boundary of the Gravel Public Road, said point being the Southwest corner and the point of beginning of the tract herein described; from said point of beginning proceed North 53 degrees 10 minutes East for a distance of 435.6 feet to a point; thence proceed North 36 degrees 50 minutes West for a distance of 300 feet to a point; thence proceed South 53 degrees 10 minutes West for a distance of 435.6 feet to a point on the Eastern boundary of the Gravel Public Road; thence proceed South 36 degrees 50 minutes East along the Eastern boundary of the Gravel Public road for a distance of 300 feet to the point of beginning, containing in the aggregate 3.00 acres, more or less, of land.

Parcel C:

That certain five (5) acre, more or less, tract of land located in Section 29, Township 21 North, Range 2 West, Leflore County, Mississippi by metes and bounds as follows, to-wit:

Begin at a point of the Quarter Section line running East and West through Section 29 at the intersection of the centerline of the Gravel Public Road and said Quarter Section line, being 2700 feet East of the Quarter Section Corner between Sections 29 and 30, Township 21 North, Range 2 West; thence proceed North 36 degrees 50 minutes West along the centerline of the Gravel Public Road for a distance 2814 feet to a point; thence proceed South 53 degrees 10 minutes West for a distance of 30 feet to a point on the Western boundary of the Gravel Public Road, being the Southeast corner and the point of beginning of the tract herein described; from said point of beginning proceed South 53 degrees 10 minutes West for a distance of 435.6 feet to a point; thence proceed North 36 degrees 50 minutes West for a distance of 500 feet to a point; thence proceed North 53 degrees 10 minutes East for a distance of 435.6 feet to a point on the Western boundary of the Gravel Public Road; thence proceed South 36 degrees 50 minutes East along the Western boundary of the Gravel Public Road for a distance of 500 feet to the point of beginning.

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Tract I-A:

That certain five (5) acre, more or less, tract of land located in Section 29, Township 21 North, Range 2 West, Leflore County, Mississippi, by metes and bounds as follows, to-wit:

Begin at a point of the Quarter Section line running East and West through Section 29 at the intersection of the centerline of the Gravel Public Road and said Quarter Section line, being 2700 feet East of the Quarter Section Corner between Sections 29 and 30, Township 21 North, Range 2 West; thence proceed North 36 degrees 50 minutes West along the centerline of the Gravel Public Road for a distance of 2814 feet to a point; thence proceed South 53 degrees 10 minutes West for a distance of 30 feet to a point on the Western boundary of the Gravel Public Road, being the Southeast corner and the point of beginning of the tract herein described; from said point of beginning proceed South 53 degrees 10 minutes West for a distance of 435.6 feet to a point; thence proceed North 36 degrees 50 minutes West for a distance of 500 feet to a point; thence proceed North 53 degrees 10 minutes East for a distance of 435.6 feet to a point on the Western boundary of the Gravel Public Road; thence proceed South 36 degrees 50 minutes East along the Western boundary of the Gravel Public Road for a distance of 500 feet to the point of beginning.

LESS AND EXCEPT a 0.865 acre tract, more or less, situated in Section 29, Township 21 North, Range 2 West, Leflore County, Mississippi described by metes and bounds as follows to-wit:

Begin at the Quarter Section corner between Sections 29 and 30, Township 21 North, Range 2 West, Leflore County, Mississippi, and proceed East for a distance of 2700.0' to a point where the Quarter Section line running East and West intersects with the centerline of a Gravel Public Road; thence proceed along said road N 36°50' W for a distance of 2814.0'; thence proceed S 53°10'W for a distance of 30.0' to a point on the South right-of-way of said road and the POINT OF BEGINNING of the tract herein described; from said point proceed S 53°10'W for a distance of 380.0' to a point on the outside toe of the levee; thence proceed N 31°23'59" W for a distance of 100.18' along the outside toe of the levee; thence proceed N 53°10' E for a distance of 374.0' to the South right-of-way of said gravel road; thence proceed S 36°50' E for a distance of 100.0' to the POINT OF BEGINNING.

Tract II:

All of Section 5, Township 21 North, Range 2 West lying East of the West side of the County Gravel Road which runs in a Northerly-Southerly direction at or near the center of said Section 5, Leflore County, Mississippi.

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Tract III:

All of Section 8, Township 21 North, Range 2 West, Leflore County, Mississippi, lying East of the West side of the County Gravel Road which runs in a Northerly-Southerly direction at or near the center of said Section 8, LESS AND EXCEPT a strip of land 66 feet wide being 33 feet either side of the center line of the tracks of Minter City Southern and Western Railroad Company (now owned by Illinois Central Railroad) as formerly located over and across Section 8, Township 21 North, Range 2 West, and more particularly described in Warranty Deed from Minter City Southern and Western Railroad Company to Mississippi Valley Company, dated October 31, 1933, and recorded in Book 67, Page 28, Leflore County, Mississippi.

Tract IV:

The West Half of the Southwest Quarter of Section 9, Township 21 North, Range 2 West, Leflore County, Mississippi, LESS AND EXCEPT a strip of land 66 feet wide being 33 feet either side of the center line of the tracks of the Minter City Southern and Western Railroad Company (now owned by Illinois Central Railroad) as formerly located over and across Section 9, Township 21 North, Range 2 West, and more particularly described in a Warranty Deed from Minter City Southern and Western Railroad Company to Mississippi Valley Company, dated October 21, 1933, and recorded in Book 67, Page 28, Leflore County, Mississippi.

Tract V:

The South Half of Section 21; the Northwest Quarter of the Northeast Quarter of Section 28; all that part of the West Half of Section 28, lying Northeast of the center line of Quiver River; all in Township 21 North, Range 2 West, Leflore County, Mississippi; subject to all existing easements for public roads, public utilities, drainage canals and ditches, and flood control.

USA (284-467):

A parcel of land situated in Sections 20 and 29, Township 21 North, Range 2 West, Leflore County, Mississippi, described by metes and bounds as follows, to-wit:

Begin at the Southeast corner of the Northwest Quarter of Northeast Quarter of Section 30, Township 21 North, Range 2 West, Leflore County, Mississippi and proceed North 89°30' East for a distance of 1272.0' to a point on the section line between Sections 29 and 30, Township 21 North, Range 2 West; thence proceed North for a distance of 1,104.0' to a point; thence proceed East for a distance of 30.0' to a point; thence proceed North for a distance of 85.6' to the POINT OF BEGINNING of the tract herein described; from said point proceed North 63°26'06" East

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along the North outside toe of the levee for a distance of 223.60' to a point; thence proceed North for 250.0' to a point on the South boundary of a gravel county road; thence proceed West along said boundary for distance of 200.0' to a point; thence proceed South for a distance of 350.0' to the POINT OF BEGINNING, containing in the aggregate 1.377 acres, more or less.

AND ALSO:

A parcel of land situated in Section 29, Township 21 North, Range 2 West, Leflore County, Mississippi, described by metes and bounds as follows, to-wit:

Begin at a point on the Quarter Section Line running East and West through Section 29 at the intersection of the centerline of the Gravel Public Road and said Quarter Section line, being 2700 feet East of the Quarter Section corner between Sections 29 and 30, Township 21 North, Range 2 West; thence proceed North 36 degrees 50 minutes West along the centerline of the Gravel Public Road for a distance of 1230 feet to a point; thence proceed North 53 degrees 10 minutes East for a distance of 30 feet to a point on the Eastern boundary of the Gravel Public Road, said point being the Southwest corner and the point of beginning of the tract herein described; from said point of beginning proceed North 53 degrees 10 minutes East for a distance of 435.6 feet to a point; thence proceed North 36 degrees 50 minutes West for a distance of 300 feet to a point; thence proceed South 53 degrees 10 minutes West for a distance of 435.6 feet to a point on the Eastern boundary of the Gravel Public Road; thence proceed South 36 degrees 50 minutes East along the Eastern boundary of the Gravel Public Road for a distance of 300 feet to the point of beginning, containing in the aggregate 3.00 acres, more or less, of land.

**Mooring (340-615):**

A 1.015 acre tract of land situated in Section 29, Township 21 North, Range 2 West, Leflore County, Mississippi, described by metes and bounds as follows, to-wit:

Beginning at a point on the Quarter Section Line running East and West through Section 29 at the intersection of the centerline of the Gravel Public Road and said Quarter Section Line, being 2700.0' East of the Quarter Section Corner between Sections 29 and 30, Township 21 North, Range 2 West, Leflore County, Mississippi; thence proceed North 36°50' West along the centerline of said Gravel Public Road for a distance of 1530.0' to a point; thence proceed South 53°10' West for a distance of 30.0' to a point on the West boundary of said Gravel Public Road; thence proceed North 36°50'00" West along said West boundary for a distance of 536.32' to the Point of Beginning of the tract herein described; from said point proceed with the following bearings and distances:

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North 36°50'00" West for 375.68' to a point;  
 South 53°10'00" West for 133.25' to a point;  
 South 36°10'14" East for 278.92' to a point;  
 North 88°30'32" East for 167.31' to the Point of Beginning.

**LESS AND EXCEPT FROM THE ABOVE TRACTS:**

A 8.21 acre tract located partially in the northwest quarter of Section 29 and partially in the southwest quarter of Section 20, Township 21 North, Range 2 West, Leflore County, Mississippi:

Begin at the southwest corner of the northwest quarter of said Section 29 and proceed NORTH a distance of 3204.40 feet; thence EAST a distance of 849.67 feet to a ½" iron pipe marking the Point of Beginning of the tract herein described; from said Point of Beginning proceed S 51°31'05" W 424.18' to a ½" iron pipe; thence S 19°13'13" E 47.27' to a ½" iron pipe on the north boundary of a gravel public road; thence proceed along the north boundary of said gravel public road the following calls: S 82°39'33" E 56.47'; S 59°33'18" E 59.35'; S 41°03'16" E 64.90'; S 32°58'28" E 138.99 feet; S 35°24'44" E 545.25'; S 35°44'31" E 205.04'; thence leaving said road proceed N 54°15'23" E 10.00' to a ½" iron pipe marking the northwest corner of that certain Charles E. Mitchell & Joycelyn N. Mitchell 28.813 acre tract described in Deed Book 401 on Page 462 of the Land Deed Records of Leflore County; thence proceed along the boundaries of said Mitchell tract the following calls: N 54°15'23" E 90.00'; N 18°57'11" W 259.75' to a ½" iron pipe; N 18°06'17" E 300.12' to a ½" iron pipe; thence leaving said Mitchell tract proceed N 39°12'33" W 687.71' to the Point of Beginning. Bearings in this description are Geodetic from Global Positioning System.

A 7.46 acre tract located partially in the northwest quarter of said Section 29 and partially in the southwest quarter of Section 20, Township 21 North, Range 2 West, Leflore County, Mississippi:

Begin at the southwest corner of the northwest quarter of said Section 29 and proceed NORTH a distance of 2588.23 feet; thence EAST a distance of 57.13 feet to a ½" iron pipe on the east boundary of a gravel public road; said iron pipe marking the Point of beginning of the tract herein described; from said Point of Beginning proceed along the centerline of a drainage ditch the following calls: S 83°58'52" E 347.78'; S 32°12'44" E 49.72'; S 25°35'05" E 86.42'; S 33°07'01" E 274.70'; S 34°50'29" E 129.82' to the north boundary of that certain Watson Pillow 0.865 acre tract described in Deed Book 377 on Page 186 of the Land Deed Records of Leflore County; thence proceed N 54°16'51" E along the north boundary of said Pillow tract a distance of 361.50' to the west boundary of a gravel public road; thence proceed along the boundaries of said gravel public road

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the following calls: N 35°24'44" W 447.01'; N 32°58'28" W 137.02'; N 41°03'16" W 55.56'; N 59°33'18" W 44.66'; N 82°39'33" W 46.27'; S 80°32'35" W 118.62'; S 83°00'10" W 233.56'; S 86°11'42" W 89.70' to a ½" iron pipe on the east boundary of a gravel public road; thence proceed along the east boundary of said gravel public road the following calls: S 00°16'13" W 143.79'; S 01°09'33" E 69.07' to the Point of Beginning. Bearings in this description are Geodetic from Global Positioning System.

**PARCEL 24 - LEFLORE COUNTY:**

**Prudential (331-196)**

Section 30; South Half of South Half of Section 19; and that part of North Half of Southwest Quarter and the Southwest corner of South Half of Northwest Quarter of Section 19, Township 20 North, Range 2 West, that lies South of County Road, described as follows: Begin at the railroad iron marking the Northwest corner of the Southwest Quarter of Section 19, Township 20 North, Range 2 West, and proceed North 298.5 feet to County Road for a point of beginning; from said point of beginning proceed South 46°45' East for a distance of 1155.8 feet; thence proceed South 82°47' East for a distance of 1052 feet; thence North 65°02' East for a distance of 785 feet; thence South for a distance of 1052.3 feet; thence North 89°24' West for a distance of 2600 feet; thence 1320 feet to the point of beginning. Containing 856 acres, more or less, all in Township 20 North, Range 2 West, Leflore County, Mississippi.

LESS AND EXCEPT: A right-of-way and easement 125 feet in width over the Southeast Quarter of Section 30, Township 20 North, Range 2 West, the same having been conveyed to the Mississippi Power & Light Company by J. P. Fisher, Jr. by right-of-way deed dated October 31, 1979, filed for record November 21, 1979 at 2:00 o'clock p.m. and recorded in Deed Book 210, Page 32; and subject to any and all rights-of-way easements for roads, canals and public utilities.

LESS AND EXCEPT THE FOLLOWING TRACT:

A 0.37 acre tract located in the southwest quarter of Section 19, Township 20 North, Range 2 West, Leflore County, Mississippi:

Begin at a railroad iron marking the northwest corner of the southwest quarter of said Section 19 and proceed SOUTH a distance of 651.96 feet; thence EAST a distance of 910.71 feet to a ½" iron pipe marking the Point of Beginning of the tract herein described; from said Point of Beginning proceed N 83°21'26" E 138.27' to a ½" iron pipe; thence N 00°00'00" E 101.59' to a ½" iron pipe on the south boundary of a gravel

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public road; thence N 87°26'16" W along the south boundary of said gravel public road a distance of 147.67' to a ½" iron pipe; thence S 04°41'12" E 124.60' to the Point of Beginning. Bearings in this description are Geodetic from Global Positioning System.

**William and Marie (216-605)**

The South Half of the South Half of Section 18, Township 20 North, Range 2 West, Leflore County, Mississippi; less a 2.0 acre tract lying East of the center line of Quiver River, containing 154 acres, more or less.

AND,

A 30.77 acre tract of land located in Section 17 and Section 20, Township 20 North, Range 2 West, Leflore County, Mississippi by metes and bounds as follows, to-wit:

Begin at a steel post on the West boundary of Section 17, 2650 feet South of the Northwest corner of said Section 17, and proceed South along the West boundary of Section 17 for a distance of 1323 feet to the point of beginning of the tract herein described; from said point of beginning proceed East for a distance of 950 feet ∇ to a point on the center line of the Quiver River; thence follow the center line of said Quiver River and the meanderings thereof, as they now exist, in a Southerly direction to the Southern boundary line of Section 17; thence continue along the center line of said River and the meanderings thereof, as they now exist, in a Southerly direction, thence in a Westerly direction, and thence in a Northerly direction through Section 20, Township 20 North, Range 2 West, to the Southern boundary line of said Section 17; thence following the center line of the stream and the meanderings of said River, as they now exist, in a Northwesterly direction to the Western boundary of said Section 17; thence proceed North for a distance of 738 feet to the point of beginning.

**William and Marie (219-623)**

The North Half of the Southwest Quarter of Section 18, Township 20 North, Range 2 West, Leflore County, Mississippi, containing 78 acres, more or less.

**Jim (216-605):**

The South Half of the Northeast Quarter of Section 18, Township 20 North, Range 2 West, Leflore County, Mississippi, containing 78 acres, more or less.

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AND,

The North Half of the Southeast Quarter of Section 18, Township 20 North, Range 2 West, Leflore County, Mississippi, containing 78 acres, more or less.

AND,

A 46.0 acre tract of land located in the West Half of Section 17, Township 20 North, Range 2 West, Leflore County, Mississippi, by metes and bounds as follows, to-wit:

Begin at a steel post on the West boundary line of Section 17, Township 20 North, Range 2 West, 2650 feet South of the Northwest corner of said Section 17; thence proceed North 1 degree 12 minutes East along the Western boundary line of said Section 17 for a distance of 657 feet to the center line of the Quiver River; thence follow the center of said River and the meanderings thereof, as they now exist, in a Southeasterly and Southerly direction to a point; thence proceed West 905 feet to a point on the Western boundary of Section 17; thence proceed North along the Western boundary of said Section 17 for a distance of 1323 feet to the point of beginning.

**PARCEL 24 - SUNFLOWER COUNTY:**

**Brown (U21-610):**

The Northeast Quarter of Section 15; the South Half of the Southwest Quarter of Section 11, all in Township 20 North, Range 3 West;

**Fisackerly (V25-174)**

**Tract I:**

Southeast Quarter of Southwest Quarter and East Half of Section 23, Township 20 North, Range 3 West, situated in Sunflower County, Mississippi.

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LESS AND EXCEPT:

1. 2.2 acres of land in the East Half of said Section 23, described as follows: Commence at the Southeast corner of Section 23, Township 20 North, Range 3 West; thence run North 20.8 chains to the point of beginning; thence run West 3.5 chains; thence run North 6.3 chains; thence run East 3.5 chains; thence run South 6.3 chains to the point of beginning and encompassing those parcels sold by C. B. Fisackerly to Tobie Noel Dodd, Jr., et ux, John H. Dodd, et ux, John Howard Dodd and Albert T. Scroggins, et ux, by deeds recorded in the office of the Chancery Clerk of Sunflower County, Mississippi as follows:

<u>Date</u>	<u>Book</u>	<u>Page</u>
10/15/68	I-18	223
10/15/68	I-18	225
2/26/71	K-19	84
8/18/75	D-23	243

2. 3.0 acres of land located in the East Half of said Section 23 described as follows: Commence at the Northeast corner of the Southeast Quarter of Section 23, Township 20 North, Range 3 West; thence run South along the East line of said Section 23 for a distance of 330 feet; thence run West 396 feet; thence run North 330 feet; thence run East 396 feet to the point of beginning being further described as a parcel of land 5 chains North and South by 6 chains East and West located in the Northeast corner of the Southeast Quarter of Section 23, Township 20 North, Range 3 West and being the parcel of land conveyed by Charles B. Fisackerly to Fred Belk and wife Betty Belk by deed dated April 2, 1980, and recorded in Book C-23 at Page 551.
3. That certain parcel of land containing 0.35 acres, more or less, situated in Section 23, Township 20 North, Range 3 West, Sunflower County, Mississippi, which was conveyed to Sunflower County, Mississippi, by that certain Warranty Deed dated May 24, 1999, executed by William B. Tackett, et al, recorded in Book D35, at Page 507 of the Land Deed Records of Sunflower County, Mississippi.

**Tract II:**

North Half of Section 24, Township 20 North, Range 3 West, situated in Sunflower County, Mississippi.

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**Tract III:**

Southwest Quarter of Section 14, Township 20 North, Range 3 West, containing 160 acres, more or less, situated in Sunflower County, Mississippi.

**Dodd (G26-307)**

**Parcel 1:**

The West half of the Southwest Quarter and the North Half of the Northeast Quarter of the Southwest Quarter of Section 24, Township 20 North, Range 3 West, less and excepting therefrom a strip of land in uniform width containing 10 acres off the North side of the West half of the Southwest Quarter of said section;

**Parcel 2:**

Commence at the Southeast corner of Section 23, Township 20 North, Range 3 West; run thence North along the section line 20.8 chains to the point of beginning; run thence West parallel to the South section line of said Section 23 for 3.5 chains; thence North parallel to the East section line of said section for 1.5 chains; thence East parallel to said section line for 3.5 chains; thence South along the East line of said section 1.5 chains to the point of beginning, containing one-half acre, more or less.

**Parcel 3:**

Commence at the Southeast corner of Section 23, Township 20 North, Range 3 West; run thence North along the East section line 22.3 chains to the point of beginning; run thence West parallel to the South section line of said Section 23 for 3.5 chains; thence North parallel to the East section line of said section for 1.5 chains; thence East parallel to said South Section line for 3.5 chains; thence South along the East line of said Section 1.5 chains to the point of beginning, containing one-half acre, more or less;

**LESS AND EXCEPT:**

That certain parcel of land containing 5.28 acres, more or less, situated in Section 24, Township 20 North, Range 3 West, Sunflower County, Mississippi, which was conveyed to Sunflower County, Mississippi, by that certain Warranty Deed dated May 24, 1999, executed by William B. Tackett, et al, recorded in Book D35, at Page 507 of the Land Deed Records of Sunflower County, Mississippi.

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**C. F. Fisackerly (P26-437)****Parcel 1:**

28.909 acres, more or less, located in the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$  of SW $\frac{1}{4}$ ) of Section 23, Township 20 North, Range 3 West, Sunflower County, Mississippi, and being further described as follows:

Begin at the Southwest corner of Section 23, Township 20 North, Range 3 West, thence East along the South line of Section 23 and the centerline of a public gravel road 1,334.78 feet to the Southeast corner of the Southwest Quarter of the Southwest Quarter; thence North 00°36'21" West along the East line of the Southwest Quarter of the Southwest Quarter 1,315.93 feet to the Northeast corner of the Southwest Quarter of the Southwest Quarter and said corner being on the centerline of a drainage ditch; thence South 89°55'23" West along the centerline of said ditch and the North line of the Southwest Quarter of the Southwest Quarter 81.00 feet; thence South 04°02'57" West along the centerline of said ditch 401.67 feet; thence South 89°57'47" West along the centerline of said ditch 1,219.80 feet to a point on the West line of Section 23; thence South 00°31'11" East along the West line of Section 23, 914.34 feet to the Point of Beginning.

**Parcel 2:**

8.190 acres, more or less, located in the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section 22, Township 20 North, Range 3 West, Sunflower County, Mississippi, and being further described as follows:

Begin at the Southeast corner of Section 22, Township 20 North, Range 3 West, thence North 00°31'11" West along the East line of Section 22, 914.34 feet to a point on the centerline of a drainage ditch; thence South 89°57'47" West along the centerline of said ditch 272.91 feet to the intersection of the centerline of said drainage ditch with the centerline of a drainage canal; thence South 13°50'46" West along the centerline of said drainage canal 943.51 feet to a point on the South line of Section 22; thence North 89°46'39" East along the South line of Section 22 and the centerline of a public gravel road 507.00 feet to the Point of Beginning.

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**C.B. Fisackerly (B27-159):**

The North ten acres of the West Half of the Southwest Quarter of Section 24, Township 20 North, Range 3 West.

**Turnbow (M27-P299):**

Northwest Quarter and West Half of Northeast Quarter of Section 22, Township 20 North, Range 3 West, containing 240 acres, more or less; and East Half of Northeast Quarter; East Half of West Half of Northeast Quarter; Northeast Quarter of Southeast Quarter and East Half of Northwest Quarter of Southeast Quarter of Section 21, Township 20 North, Range 3 West, containing 180 acres, more or less, containing in the aggregate of 420 acres, more or less, subject and subordinate to all rights-of-way and easements of public or quasi public nature.

**Austin (M27-508)**

The Northwest Quarter of the Southeast Quarter of Section 14, Township 20 North, Range 3 West, Sunflower County, Mississippi; together with all improvements thereupon situate, hereditaments, and appurtenances thereunto belonging or in anywise appertaining; less and excepting all rights of way and easements heretofore granted or established over, on or across said lands.

**Towles (N27-457)**

The Southeast Quarter of the Southeast Quarter of Section 21, Township 20 North, Range 3 West, Sunflower County, Mississippi.

**Eastland Trust (Y28-443):**

The West Half of the Northwest quarter of Section 13, Township 20 North, Range 3 West, and the East Half of the Northeast quarter and the Northeast quarter of the Southeast quarter of Section 14, Township 20 North, Range 3 West, except for that one (1) acre for a school lot out of the West half of the Northwest quarter of Section 13, Township 20 North, Range 3 West, and that part of the West Half of the Southwest Quarter of Section 13, Township 20 North, Range 3 West lying north of the Bayou, all containing 205 acres, more or less.

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**Eastland (J29-341)**

The West Half of the Northeast quarter and the East Half of the Northwest quarter of Section 13, Township 20 North, Range 3 West, containing 160 acres, more or less.

**Muzzi (M28-296):**

E½ of NW¼ of Section 14, Township 20 North, Range 3 West.

**Allen (U29-381):**

The South Half of the Southeast Quarter of Section 14, Township 20 North, Range 3 West, Sunflower County, Mississippi.

**LESS AND EXCEPT:**

A 2.25 acre tract located in the southeast quarter of the southeast quarter of Section 14, Township 20 North, Range 3 West, Sunflower County, Mississippi conveyed to Delta Electric Power Association by Deed executed by Tackett Fish Farms, dated June 19, 1996, recorded in Book U32, at Page 530 of the Land Deed Records of Sunflower County, Mississippi, being more particularly described as follows, to-wit:

Begin at an iron spike marking the northeast corner of the southeast quarter of the southeast quarter of Section 14, T 20 N, R 3 W, said iron spike also being located in the centerline of a gravel public road, from said point proceed SOUTH 29.17 feet to a point, thence WEST 26.81 feet to an iron pipe marking the Point of Beginning of the tract herein described, from said Point of Beginning proceed S 87°29'09" W 272.25 feet to an iron pipe, thence S 1°45'26" E 360.00 feet to an iron pipe, thence N 87°29'09" E 272.25 feet to an iron pipe on the west boundary of a gravel public road, thence N 1°45'26" W along the west boundary of said road a distance of 360.00 feet to the Point of Beginning. Bearings in this description are by solar observation.

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**Nichols (I30-523)**

**Tract 1:**

The Northwest Quarter of Section 15, Township 20 North, Range 3 West, in Sunflower County, Mississippi, containing 160 acres, more or less.

**Dattel (N30-45)**

The Southwest Quarter, and the West Half of the Southeast Quarter of Section 22, and the Northeast Quarter, and the Northeast Quarter of the Southeast Quarter, and the East Half of the Northwest Quarter of Section 27, all in Township 20 North, Range 3 West, Sunflower County, Mississippi, together with all tenements, hereditaments, and appurtenances thereunto attached or in anywise belonging.

**Guaranty Ag (T30-63):**

The East Half of the East Half of Section 22, in Township 20 North, Range 3 West of Sunflower County, Mississippi, containing 160 acres, more or less.

Less and Except: 8.190 acres, more or less, located in the Southeast Quarter of the Southeast Quarter (SE¼ of SE¼) of Section 22, Township 20 North, Range 3 West, Sunflower County, Mississippi, and being further described as follows:

Begin at the Southeast corner of Section 22, Township 20 North, Range 3 West, thence North 00°31'11" West along the East line of Section 22, 914.34 feet to a point on the centerline of a drainage ditch; thence South 89°57'47" West along the centerline of said ditch 272.91 feet to the intersection of the centerline of said drainage ditch with the centerline of a drainage canal; thence South 13°50'46" West along the centerline of said drainage canal 943.51 feet to a point on the South line of Section 22; thence North 89°46'39" East along the South line of Section 22 and the centerline of a public gravel road 507.00 feet to the Point of Beginning.

and

Southeast Quarter of Northwest Quarter of Section 23, Township 20 North, Range 3 West.

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and

Northwest Quarter of Northwest Quarter of Section 23, Township 20 North, Range 3 West.

LESS AND EXCEPT:

A parcel of land 210 feet East and West by 210 feet North and South in the Northwest corner of the Northwest Quarter of the Northwest Quarter of Section 23, Township 20 North, Range 3 West.

and

Northwest Quarter of Southwest Quarter of Section 23, Township 20 North, Range 3 West.

and

Southwest Quarter of Southwest Quarter of Section 23, Township 20 North, Range 3 West, less and except:

28.909 acres, more or less, located in the Southwest Quarter of the Southwest Quarter (SW¼ of SW¼) of Section 23, Township 20 North, Range 3 West, Sunflower County, Mississippi, and being further described as follows:

Begin at the Southwest corner of Section 23, Township 20 North, Range 3 West, thence East along the South line of Section 23 and the centerline of a public gravel road 1,334.78 feet to the Southeast corner of the Southwest Quarter of the Southwest Quarter; thence North 00°36'21" West along the East line of the Southwest Quarter of the Southwest Quarter 1,315.93 feet to the Northeast corner of the Southwest Quarter of the Southwest Quarter and said corner being on the centerline of a drainage ditch; thence South 89°55'23" West along the centerline of said ditch and the North line of the Southwest Quarter of the Southwest Quarter 81.00 feet; thence South 04°02'57" West along the centerline of said ditch 401.67 feet; thence South 89°57'47" West along the centerline of said ditch 1,219.80 feet to a point on the West line of Section 23; thence South 00°31'11" East along the West line of Section 23, 914.34 feet to the Point of Beginning.

and

Southwest Quarter of Northwest Quarter of Section 23, Township 20 North, Range 3 West.

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**C.B. Fisackerly (533-57):**

Begin at the Northwest corner of Section 23, Township 20, Range 3 West and run east along said Section line a distance of 210 feet to a stake; thence run South 210 feet to a stake; thence run West 210 feet to a stake; thence run North along the section line between Sections 22 and 23 a distance of 210 feet to the point of beginning, containing one acre and being situated in Section 23, Township 20, Range 3 West, in Sunflower County, Mississippi, together with all improvements thereon situated, except as hereinafter provided.

**Tate (D34-331):**

The Northeast Quarter of the Southwest Quarter of Section 23, Township 20 North, Range 3 West, Sunflower County, Mississippi.

**Burk (A37-526):****Tract 1:**

The West Half of the Northwest Quarter of Section 27, Township 20 North, Range 3 West, Sunflower County, Mississippi:

**Morgan (2009000325)**

All of the West Half of the Southwest Quarter of Section 13, Township 20 North, Range 3 West, which lies South of Gregory Bayou, Sunflower County, Mississippi.

**Sujo (#2009002977)**

The Northeast Quarter of the Northwest Quarter of Section 23, Township 20 North, Range 3 West, Sunflower County, Mississippi, containing 40 acres, more or less.

**LESS AND EXCEPT FROM THE ABOVE TRACTS IN SUNFLOWER COUNTY:**

A 1.25 acre tract located in Section 24, Township 20 North, Range 3 West, Sunflower County, Mississippi:

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Begin at the intersection of the centerline of a paved public road with the centerline of a gravel public road marking the southwest corner of said Section 24 and proceed EAST a distance of 71.06 feet; thence NORTH a distance of 1192.95 feet to a ½" iron pipe on the east Right of Way boundary of Sunflower-Itta Bena-Morgan-Fisackerly Road (SAP No.67(47)), said iron pipe marking the Point of Beginning of the tract herein described; from said Point of Beginning proceed along the east Right of Way boundary of said road the following calls: N 01°25'24" W 165.15' to a concrete Right of Way marker; S 89°07'50" W 9.67' to a concrete Right of Way marker; N 00°05'20" W 39.03' to a concrete Right of Way marker; N 86°57'13" E 9.84' to a concrete Right of Way marker; N 01°12'29" W 244.60' to a ½" iron pipe; thence leaving said Right of Way proceed S 73°59'50" E 111.80' to a ½" iron pipe; then South 14°49'23" E 195.89' to a ½" iron pipe; thence S 11°09'48" W 168.03' to a ½" iron pipe; thence S 37°27'18" W 73.90' to a ½" iron pipe; thence S 85°39'45" W 70.64' to the Point of Beginning. Bearings in this description are Geodetic from Global Positioning System.

A 9.78 acre tract of land located in Section 23, Township 20 North, Range 3 West, Sunflower County, Mississippi:

Begin at the intersection of the centerline of a paved public road with the centerline of a gravel public road marking the southeast corner of said Section 23 and proceed WEST a distance of 279.48 feet; thence NORTH a distance of 1341.75 feet to the centerline of a ditch and the Point of Beginning of the tract herein described; from said Point of Beginning proceed along the centerline of said ditch the following calls: N 88°45'22" E 104.83'; S 89°11'26" E 137.01' to the west Right of Way boundary of Sunflower-Itta Bena-Morgan-Fisackerly Road [SAP No. 67 (47)]; thence proceed along the west Right of Way boundary of said road the following calls: N 01°12'03" W 807.38' to a concrete Right of Way marker; N 89°57'03" W 6.71' to a concrete Right of Way marker; N 01°05'07" W 360.37' to a concrete Right of Way marker; N 80°26'26" E 6.12' to a concrete Right of Way marker; N 01°10'21" W 611.34' to a concrete Right of Way marker; N 00°27'34" W 240.90' to a ½" iron pipe; thence leaving said Right of Way proceed S 88°04'45" W 185.81' to a ½" iron pipe; thence S 00°29'25" W 2014.83' to the Point of Beginning. Bearings in this description are Geodetic from Global Positioning System.

A 14.17 acre tract located partially in Section 22 and partially in Section 23, Township 20 North, Range 3 West, Sunflower County, Mississippi.

Begin at the intersection of the centerline of a paved public road with the centerline of a gravel public road marking the southeast corner of said Section 23 and proceed WEST a distance of 3995.22 feet; thence NORTH a distance of 5086.29 feet to a ½" iron pipe

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marking the Point of Beginning of the tract herein described; from said Point of Beginning proceed N 00°27'15" E 193.61' to a ½" iron pipe on the south Right of Way boundary of Pentecost-Leflore County Line Road [F.A.S.P. No. S-1605(1)B]; thence proceed along the South Right of Way boundary of said road the following calls: N 88°57'47" W 67.89' to a concrete Right of Way marker; with a curve turning to the right with an arc length of 280.69', with a radius of 22958.31', with a chord bearing of N 88°34'53" W, with a chord length of 280.69' to a concrete Right of Way marker; thence N 88°18'28" W 559.50' to a ½" iron pipe, with a curve turning to the left with an arc length of 303.06', with a radius of 5769.58', with a chord bearing of N 89°51'08" W, with a chord length of 303.02' to a concrete Right of Way marker; S 88°41'16" W 315.75' to a concrete Right of Way marker; with a curve turning to the left with an arc length of 355.71', with a radius of 22878.31', with a chord bearing of S 88°16'25" W, with a chord length of 355.70' to a concrete Right of Way marker; S 88°07'43" W 180.53' to a ½" iron pipe; with a curve turning to the right with an arc length of 284.32', with a radius of 5769.40', with a chord bearing of S 88°47'36" W, with a chord length of 284.29' to a concrete Right of Way marker; N 89°26'01" W 282.08' to the centerline of a drainage ditch; thence proceed along the centerline of said ditch the following calls: S 58°55'08" E 205.99'; S 60°44'20" E 245.15'; S 64°09'10" E 186.70'; S 70°05'25" E 330.07'; N 41°21'06" E 267.65'; N 42°43'59" E 227.38' to a ½" iron pipe in the centerline of a field road; thence N 89°32'28" E 73.01'; to the centerline of a drainage canal; thence S 00°27'32" E along the centerline of said drainage canal a distance of 250.54' to the intersection with the centerline of a drainage ditch; thence proceed along the centerline of said drainage ditch the following calls: S 82°57'33" E 105.71'; S 85°15'28" E 50.75'; S 77°49'03" E 78.78'; N 65°23'46" E 19.96'; N 36°38'58" E 103.16'; N 28°26'35" E 56.56' to a ½" iron pipe; thence leaving said drainage ditch proceed N 89°50'07" E 1013.21' to the Point of Beginning. Bearings in this description are Geodetic from Global Positioning System.

A1.09 acre tract located in Section 22, Township 20 North, Range 3 West, Sunflower County, Mississippi:

Begin at a ½" iron rebar marking the southwest corner of said Section 22 and proceed N 01°42'22" E a distance of 21.65 feet to a ½" iron pipe on the east boundary of a field road; said iron pipe marking the Point of Beginning of the tract herein described; from said Point of Beginning proceed N 00°54'32" E along the east boundary of said road a distance of 111.29' to a ½" iron pipe; thence N 89°08'43" E 382.00' to a ½" iron pipe; thence S 28°26'59" E 134.28' to a ½" iron pipe on the north boundary of a gravel public road; thence N 89°51'38" W along the north boundary of said gravel public road a distance of 447.69' to the Point of Beginning. Bearings in this description are Geodetic from Global Positioning System.

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A 0.70 acre tract located in Section 27, Township 20 North, Range 3 West, Sunflower County, Mississippi:

Begin at a ½" rebar marking the northwest corner of said Section 27 and proceed SOUTH a distance of 18.36 feet to a ½" iron pipe on the east boundary of a field road; said iron pipe marking the Point of Beginning of the tract herein described; from said Point of Beginning proceed S 00°00'00" E along the east boundary of said road a distance of 189.70' to a ½" iron pipe; thence N 87°45'44" E 144.66' to a ½" iron pipe; thence N 11°49'53" E 187.61' to a ½" iron pipe on the south boundary of a gravel public road; thence N 89°51'38" W along the south boundary of said gravel public road a distance of 183.02' to the Point of Beginning. Bearings in this description are Geodetic from Global Positioning System.

A 0.34 acre tract located in the northeast quarter of Section 23, Township 20 North, Range 3 West, Sunflower County, Mississippi:

Begin at the intersection of the centerline of a paved public road with the centerline of a gravel public road marking the southeast corner of said Section 23 and proceed WEST a distance of 2120.37 feet; thence North a distance of 5127.39 feet to a ½" iron pipe marking the Point of Beginning of the tract herein described; from said Point of Beginning proceed S 79°48'09" E 50.78' to a ½" iron pipe; thence N 71°57'40" E 43.90' to a ½" iron pipe; thence N 22°21'19" E 108.04' to a ½" iron pipe on the south Right of Way boundary of Pentecost-Leflore County Line Road [F.A.S.P. No S-1605(1)B]; thence N 89°17'52" W along the south Right of Way boundary of said road a distance of 165.26' to a ½" iron pipe; thence S 01°54'30" E 64.41' to a ½" iron pipe; thence S 35°40'45" E 51.93' to the Point of Beginning. Bearings in this description are Geodetic from Global Positioning System.

A 1.76 acre tract located in the north half of the north half of Section 22, Township 20 North, Range 3 West, Sunflower County, Mississippi:

Begin at ½" rebar marking the southwest corner of said Section 22 and proceed NORTH a distance of 5067.61 feet; thence East a distance of 2247.40' to a ½" iron pipe marking the Point of Beginning of the tract herein described; from said Point of Beginning proceed S 89°02'16" E 97.05' to a ½" iron pipe; thence S 22°10'46" E 29.40' to a ½" iron pipe; thence S 84°49'54" E 140.63' to a ½" iron pipe; thence N 88°17'19" E 70.68' to a ½" iron pipe; thence N 37°41'42" E 113.50' to a ½" iron pipe; thence N 04°24'58" E 124.18' to a ½" iron pipe on the south Right of Way boundary of Pentecost-Leflore County Line Road (FASP No. S-1605(1)B); thence proceed along the south Right of Way boundary of said road the following calls: N 89°26'01" W 243.81' to a concrete Right of Way marker; thence with a curve turning to the left with an arc length of 156.89'; with a radius of

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5690.18', with a chord bearing of S 89°55'12" W, with a chord length of 156.88' to a concrete Right of Way marker; thence S 00°56'02" E 176.43' to the Point of Beginning. Bearings in this description are Geodetic from Global Positioning System.

**PARCEL 25:**

**Prudential (R34-566):**

**Tract I:**

The following described lands in Township 21 North, Range 2 West, Leflore County, Mississippi:

A part of Section 7 being approximately 22 acres lying in the South Half of the Southwest Quarter and being further described as that land bordered on the East by Fighting Bayou, on the South by the county gravel road, on the North by a major drainage canal, and on the West by the Sunflower-Leflore County road.

**Tract VI:**

And also the following described lands located in Township 21 North, Range 3 West, Sunflower County, Mississippi:

The East Half of the Northeast Quarter and the South Half of Section 12;

All that part of Section 13 lying North of County Gravel Road;

That part of the Southeast Quarter of the Southeast Quarter of Section 1, lying South of the public road that runs eastwardly and westwardly through the said Southeast Quarter of Southeast Quarter.

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**PARCEL 26:****Prudential (Z30-294)**

The Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 22, the West Half of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter of Section 27; the Southeast Quarter of Section 28; the Northeast Quarter of Section 33, all in Township 21 North, Range 3 West Sunflower County, Mississippi, containing 640 acres more or less.

**PARCEL 27:****Nichols (130-523)**

Tract 2:

Sectional Lots 7, 8, 9, 11 and 12, of Section 32; and

That portion of the South Half of Section 33, lying West of the center line of the right-of-way of the Y & M.V. Railroad (Illinois Central Gulf Railroad), as it existed on January 8, 1970.

All in Township 21 North, Range 3 West, in Sunflower County, Mississippi, containing 248 acres, more or less.

**PARCEL 28****C&C (#2008003576)**

A parcel containing 50.3 acres, more or less, located in the North Half of the Northwest Quarter of Section 2, Township 19 North, Range 3 West, Sunflower County, Mississippi, described as follows:

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The Northeast Quarter of the Northwest Quarter, containing 40 acres, more or less, and all that part of the Northwest Quarter of the Northwest Quarter lying East of a ditch which runs generally North and South, containing 10.3 acres, more or less.

AND

The East Half of the West Half of Section 35, Township 20 North, Range 3 West, Sunflower County, Mississippi;

LESS AND EXCEPT therefrom the following described property conveyed to Sunflower County, Mississippi, to-wit: 0.15 acres, more or less located in the Northeast Quarter of the Northwest Quarter of Section 35, Township 20 North, Range 3 West, Sunflower County, Mississippi, more fully described as follows: Commence at the North Quarter corner of Section 35, run thence South 89°10' 30" West 52.0 feet; thence South 20.0 feet to the point of beginning; thence continue South 30.0 feet; thence South 89° 10' 30" West 200.0 feet, thence North 20.0 feet; thence South 89° 10' 30" West 50.0 feet; thence North 10.0 feet; thence North 89° 10' 30" East 250.0 feet along the South right of way line of the existing public road to the Point of Beginning.

**PARCEL 29:**

**Austin**

All of Sections 12 and 13 in Township 19 North, Range 3 West, Sunflower County, Mississippi.

**LESS AND EXCEPT:**

A 7.60 acre tract located in the west half of the west half of Section 12, Township 19 North, Range 3 West, Sunflower County, Mississippi:

Begin at a large nail marking the northwest corner of said Section 12 and proceed EAST 24.93 feet; thence SOUTH a distance of 1413.19' to a ½" iron pipe on the east boundary of a gravel public road; said iron pipe marking the Point of Beginning of the tract herein described; from said Point of Beginning proceed S 86°22'36" E 270.80' to a ½" iron pipe; thence S 03°27'29" E 1156.53' to a ½" iron pipe; thence S 88°52'51" W 331.41' to a ½" iron pipe on the east boundary of said gravel public road; thence proceed along the east boundary of said gravel public road the following calls: N 00°48'07" W 316.09'; N

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01°31'43" E 97.42'; N 07°44'16" E 82.54'; N 11°32'22" E 141.15'; N 04°23'12" E 91.87';  
N 05°32'11" W 134.68'; N 08°27'42" W 230.60'; N 03°58'17" W 90.95' to the Point of  
Beginning. Bearings in this description are Geodetic from Global Positioning System.

**PARCEL 30****Catfish Bayou (2011002698)**

The Northwest Quarter; the Southwest Quarter; and the Southeast Quarter, all in Section 18,  
Township 19 North, Range 3 West, Sunflower County, Mississippi.

Being the same property described in Warranty Deed dated December 20, 1950, and recorded in  
Book O-23, at Page 263, in the records of the Office of the Chancery Clerk of Sunflower County,  
Mississippi.

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**SIGNED FOR IDENTIFICATION:**

**EXHIBIT A CONSISTING OF 88 PAGES**

**SIGNED FOR IDENTIFICATION FOR THE GRANTORS/DEBTORS:**

**BY:** \_\_\_\_\_  
Joseph A. Walker

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State of Mississippi  
 County of Leflore  
 I certify this document was filed  
 and recorded  
 JULY 30 2013 02:30:00PM  
 In *Deed of Trust*  
 Book 0763 Page 640  
 Sam Abraham, Chancery Clerk  
 By: *Diana Kelly* D.C.

[Space Above This Line For Recording Data]

This Instrument Prepared By:  
 TRUSTMARK NATIONAL BANK  
 Sandy Hutson  
 (601) 544-7058

After Recording Return To:  
 TRUSTMARK NATIONAL BANK  
 201 COUNTRY PLACE PKWY, SUITE B  
 PEARL, MISSISSIPPI 39208  
 Loan Number: 4109924

**DEED OF TRUST**

MIN: 100213400041099246

MERS Phone: 888-679-6377

Grantor/Borrower: Troy A McDaniel, 1055 Mendell Davis Dr, BYRAM, MS  
 39272 (888)994-7636, Katrena McDaniel, 72 Hwy 82 W, GREENWOOD,  
 MS 38930 (662)455-9554

Grantee: TRUSTMARK NATIONAL BANK, 201 COUNTRY PLACE PKWY, SUITE B,  
 PEARL, MISSISSIPPI 39208 (800)844-2000

Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS), 1901 E Voorhees Street, Suite C, Danville,  
 IL 61834. Telephone number is (888) 679-MERS.

Trustee: T. Harris Collier, III, 248 East Capitol Street, Jackson,  
 Mississippi 39201



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Indexing Instructions: The real property described herein is situated in the Quarter of the Quarter of Section , Township LEFLORE Range of the LEFLORE County, Mississippi. Judicial District of

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JULY 22, 2013, together with all Riders to this document.

(B) "Borrower" is Troy A McDaniel a married man, and Katrena McDaniel his wife

Borrower is the trustor under this Security Instrument.

(C) "Lender" is TRUSTMARK NATIONAL BANK

Lender is a NATIONAL BANKING ASSOCIATION organized and existing under the laws of THE UNITED STATES OF AMERICA Lender's address is 201 COUNTRY PLACE PKWY, SUITE B, PEARL, MISSISSIPPI 39208

(D) "Trustee" is T. Harris Collier, III 248 East Capitol Street, Jackson, Mississippi 39201

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and MERS has a mailing address of P.O. Box 2026, Flint, MI 48501-2026 and a street address of 1901 E Voorhees Street, Suite C, Danville, IL 61834. The MERS telephone number is (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated JULY 22, 2013. The Note states that Borrower owes Lender EIGHTY-FOUR THOUSAND SIX HUNDRED FIFTY AND 00/100 Dollars (U.S. \$ 84,650.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 1, 2043

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider, Balloon Rider, 1-4 Family Rider, Condominium Rider, Planned Unit Development Rider, Biweekly Payment Rider, Second Home Rider, Other(s) [specify]



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(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of LEFLORE

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE EXHIBIT 'A' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

which currently has the address of 118 E Adams Ave

[Street]

Greenwood

, Mississippi

38930

("Property Address"):

[City]

[Zip Code]



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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

**BORROWER COVENANTS** that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.



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Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.



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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds



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shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.



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Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.



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If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.



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**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.



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**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.



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**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give Borrower, in the manner provided in Section 15, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by Applicable Law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in LEFLORE County as Trustee designates in the notice of sale in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.



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23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. If Trustee is requested to cancel this Security Instrument, all notes evidencing debt secured by this Security Instrument shall be surrendered to Trustee. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Troy A. McDaniel (Seal)  
Troy A. McDaniel -Borrower

Katrena McDaniel (Seal)  
Katrena McDaniel -Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

Witness:  
\_\_\_\_\_

Witness:  
[Signature]



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[Space Below This Line For Acknowledgment]

STATE OF MISSISSIPPI

COUNTY OF LINDS

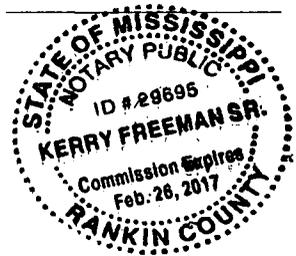
Personally appeared before me, the undersigned authority in and for the said county and state, on this 22<sup>nd</sup> day of July 2013, within my jurisdiction, the within named Troy A McDaniel

who acknowledged that he/she/they executed the above and foregoing instrument.

  
NOTARY PUBLIC

(Seal)

My commission expires: \_\_\_\_\_



STATE OF MISSISSIPPI  
COUNTY OF LEFLORE

Personally appeared before me, the undersigned authority in and for said jurisdiction, on this 23<sup>rd</sup> day of July, 2013, the within named Katrena McDaniel, who acknowledged that she signed and delivered the above and foregoing instrument of writing on the day and year and for the purposes therein mentioned.

  
NOTARY PUBLIC

My Commission Expires:

6/10/13



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**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTY**

Lot One (1) in Block Twenty-seven (27) in the Boulevard Addition to North Greenwood, Leflore County, Mississippi, as the same is shown upon the Map of said Addition recorded in Map Book 2, Page 19 of the Records of Maps on file in the office of the Chancery Clerk of Leflore County, Mississippi.