100k 54 PAGE 639

## DEED OF TRUST

5k-10568 3-8-17-D-1900 MCGK 56 PAGE 382

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 3 NORTH, RANGE 8, E.W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 3 NORTH, RANGE 8; THENCE EAST 30 FEET; THENCE NORTH 715.8 FEET; THENCE EAST 417 FEET TO THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED; THENCE EAST 217.5 FEET; THENCE WORTH 265.5 FEET; THENCE WEST 172.5 FEET; THENCE SOUTH 52 FEET; THENCE WEST 50 FEET; THENCE SOUTH 53.9 FEET TO THE TRUE POINT OF BEGINNING.

RE-RECORD TO CORRECT LEGAL





TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

Horrower covenants that Borrower is lawfully selsed of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

BOOK 54 PAGE 640

Uniform Covenants. Borrower and Lender covenant and agree as follows: BOOK 56 PAGE 383

1

Uniform Covenants. Borrower and Lender covenant and agree as follows: BOOK 56 PAGE 32.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the content of the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said accounts or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender purpose for which each debit to the Funds was made. The Funds showing credits and debits to the Funds and applicable law shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and Index of the Amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of faxes, assessments interest payable prior to the due dates of faxes, assessments interest payable prior to

shall pive to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either held by Lender shall not be sufficient to pay taxes, assessments are promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds shall apply, no later than immediately prior to the sale of the Property or its accusation by Lender, any Funds shall apply, no later than immediately prior to the sale of the Property or its accusation by Lender, any Funds shall apply and paragraphs 1 and 2 hereof shall be applicable law services otherwise, all payments received by Lender the under paragraph 2 hereof, then to interest payable on the Note, then to the principal of any Future Advances.

4. Charges; Llens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to manner provided under paragraph 2 hereof or, it not paid in such manner, by Borrower making payment, when due, directly event Borrower shall promptly furnish to Lender all notices of mounts due under this paragraph, and in the tothe payee thereof. Borrower shall promptly furnish to Lender all notices of mounts due under this paragraph, and in the Borrower shall promptly furnish to Lender and notices of mounts due under this paragraph, and in the Borrower shall promptly furnish to Lender and notices

insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall give prompily furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower, and the proof of loss it not made promptly by Borrower.

Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss it not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Froperty damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is be impaired, the insurance proceeds shall be applied to the stims secured by this Deed of Trust, with the Deed of Trust would to Borrower. If the Property is abandoned by Borrower, or If Borrower fails to respond to Lender within 30 days from the is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the stims secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or to the stims secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend such installments. If under paragraph 18 hereof the Property is admitted to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale acquisition, and pass to Lender to the xtent of the sums secured by this Deed of Trust immediately prior to such sale or

sequisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planued Unit Developments. Borrower and shall comply the Property in good repair and shall nor commit waste or permit impairment or deterioration of the Property condominium or a planued unit development, Borrower shall perform all of Borrowers obligations under the declaration or covenants creating or governing the condominium or planued unit development, and constituent documents. If a condominium or planued unit development, and constituent documents. If a condominium or planued unit development in the by-laws and regulations of the rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

rade is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider 7. Protection of Lender's Security. If Borrower falls to perform the covenants and agreements contained in this including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a sincusting, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a sums and lake such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required to disbursement of condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance as a finance provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional amounts shall be payable upon notice from Lender to Borrower and Lender's greet to other terms of payment, such and disbursement at the rate payable from time to time on dustanding principal under the Note unless payment of interest per trate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate any action Lender applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property actually that the data and a contract to the contract are taken.

any action hereunder.

8. Impection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of other taking of the Property, or part thereof, or for conveyance in licu of condemnation, are hereby assigned

condemnation of other taking of the Property, or part thereof, or for conveyance in licu 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 Deed of Trust, with the excess, if any, paid to Borrower. In the event of a portial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as a equal to that proportion which the amount of the rums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds

paid to Berrower.

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 such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Troperty or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not ex'end or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence secured by this Deed of Trust by reason of any demand made by the original Borrower's nucleostors of the sums 11. Footbearsace by Lender Not a Walver. Any fortbearsace by Lender in exercising any right or remedy hereunder, or otherwise afforded by explaint law, shall not be a walver of or preclude the exercise of any such right or remedy right to accelerate the manning of the indibtedness secured by this Deed of Trust.

12. Remedias Commission. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remesty under this Good of Trust are distinct and cumulative to any other right or remesty under this Good of Trust are distinct and cumulative to any other right or remesty under this Good of Trust are distinct and cumulative to any other right or remesty under this Good of Trust are distinct and cumulative in any other right or remesty under this Good of Trust are distinct and cumulative in any other right or remesty under this Good of Trust are distinct and cumulative to any other right or remesty under this Good of Trust are distinct and cumulative to any other right or remesty under this Good of Trust are distinct and cumulative to any other right or remesty under this Good of Trust are distinct and cumulative to any other right or remesty under this Good of Trust are distinct and cumulative to any other right or remesty under this Good of Trust are distinct and cumulative to any other right or remesty.

12. Remedies Countrative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under the Deed of Trust or efforded by law or equity, and may be excessed concurrently, independently or successively.

13. Success and Army Remedies General Liability; Captions. The covenants and agreements herein contained shall and such a factor of all must be, the respective successors and assigns of Lender and Borrower, subject to the property of the property

Non-Uni. oam Covenants. Borrower and Lender further covenant and agree as follows:

Non-Uni, oam Covenants. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Burrower's breach of any covenant or agreement of Burrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice in the manner prescribed by applicable law to Borrower, and to the other persons prescribed by applicable law when specifying; (1) the breach; (2) the aclien required to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of (1) the right to reinste after acceleration, (ii) the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and foreclosure and (iii) my other matters required to be included in such notice by applicable law. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and Lender shall be entitled to collect ail reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall shall take such action regarding notice of sale and shall give auch notices to Borrower and to other persons as applicable law may require a parior of public auction to the highest bidder at the time and place thall take such action regarding notice of sale in one or more parcels and in such order as Trustee may declarate, whose demand on Borrower, and to other persons as appli