

**IN THE CHANCERY COURT OF WASHINGTON COUNTY, MISSISSIPPI**

**NOTICE OF FRAUD UPON THE COURT and OTHER CRIMINAL ACTS BY  
PLANTERS BANK & TRUST COMPANY,  
NICK CRAWFORD/CRAWFORD LAW FIRM and  
THOSE WITH WHOM THEY CONSPIRE  
IN THE ILLEGAL/UNLAWFUL SEIZURE OF PROPERTY/LAND  
THROUGH FORECLOSURE SCAMS, etc.;;  
DEMAND FOR "IMMEDIATE" RETURN OF PROPERTY(S)/LAND(S) TO  
IRA B. JOHNSON 20180460**

COMES NOW, Ira B. Johnson ("IBJohnson") to NOTIFY this Court of the FRAUD COMMITTED and OTHER CRIMES - pursuant to the applicable Statutes/Laws governing said matters - upon it by Planters Bank & Trust Company ("PB&TC"), its Legal Counsel Nick Crawford and/or Crawford Law Firm (collectively known as "NC&CLF") and those with whom they CONSPIRE in the ILLEGAL/UNLAWFUL SEIZURE of Property(s)/Land(s) through FORECLOSURE SCAMS – i.e. specifically Land and Property described as follows, to wit:

21.21 acres in Lots 1 and 2, being the same as the NE ¼ of Section 24, Township 19, Range 9 West, bounded as follows: Beginning in the quarter section corner between sections 24 and 29 in said Township and Range, being 39.36 chains West of the corner common to Sections 24, 25, 28, and 29, in said Township and Range; thence from said point of beginning running South 10.18 chains; thence East 20.83 chains, thence North 10.18 chains; thence West 20.80 chains to the point of beginning.

According to this Court's Record(s), a "**SUBSTITUTED TRUSTEE'S DEED**" was prepared by:

Nick Crawford  
CRAWFORD LAW FIRM  
P. O. Box 1335  
Greenville, MS 38702-1335  
662-335-7547

the same person, it appears is noted as the "**GRANTOR.**" Ira B. Johnson is demanding the **IMMEDIATE RETURN** of her Land and Property described for which she (as a matter of Law) is the LEGAL and LAWFUL Owner of said described Land and Property!

RECEIVED  
AND FILED

JUN 22 2018

MARILYN HANSELL  
CHANCERY CLERK  
BY *[Signature]*

# IN THE CHANCERY COURT OF WASHINGTON COUNTY, MISSISSIPPI

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## NOTICE OF FRAUD UPON THE COURT and OTHER CRIMINAL ACTS BY PLANTERS BANK & TRUST COMPANY, NICK CRAWFORD/CRAWFORD LAW FIRM and THOSE WITH WHOM THEY CONSPIRE IN THE ILLEGAL/UNLAWFUL SEIZURE OF PROPERTY/LAND THROUGH FORECLOSURE SCAMS, etc. ; DEMAND FOR “IMMEDIATE” RETURN OF PROPERTY(S)/LAND(S) TO **IRA B. JOHNSON**

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COMES NOW, Ira B. Johnson (“IBJohnson”) to NOTIFY this Court of the FRAUD COMMITTED and OTHER CRIMES - pursuant to the applicable Statutes/Laws governing said matters - upon it by Planters Bank & Trust Company (“PB&TC”), its Legal Counsel Nick Crawford and/or Crawford Law Firm (collectively known as “NC&CLF”) and those with whom they CONSPIRE in the ILLEGAL/UNLAWFUL SEIZURE of Property(s)/Land(s) through FORECLOSURE SCAMS – i.e. specifically Land and Property described as follows, to wit:

21.21 acres in Lots 1 and 2, being the same as the NE ¼ of Section 24, Township 19, Range 9 West, bounded as follows: Beginning in the quarter section corner between sections 24 and 29 in said Township and Range, being 39.36 chains West of the corner common to Sections 24, 25, 28, and 29, in said Township and Range; thence from said point of beginning running South 10.18 chains; thence East 20.83 chains, thence North 10.18 chains; thence West 20.80 chains to the point of beginning.

According to this Court’s Record(s), a **“SUBSTITUTED TRUSTEE’S DEED”** was prepared by:

Nick Crawford  
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P. O. Box 1335  
Greenville, MS 38702-1335  
662-335-7547

the same person, it appears is noted as the **“GRANTOR.”** Ira B. Johnson is demanding the **IMMEDIATE RETURN** of her Land and Property described for which she (as a matter of Law) is the LEGAL and LAWFUL Owner of said described Land and Property!

The Record of this Court is showing the "GRANTEE" on said Substituted Trustee's Deed as:

Planters Bank & Trust Company  
424 Washington Avenue  
Greenville, MS 38701  
(662) 335-5258

with "INDEXING INSTRUCTIONS:"

21.21 acres in Lots 1 and 2, being the same as the NE ¼ of Section 24, Township 19, Range 9 West, Washington County, Mississippi.

COPY

Book 201701 Page 3753  
Deed  
08/10/2017 01:01:28 PM  
Washington County, MS  
Marilyn Hansell, Chancery Clerk

This instrument was prepared by:  
Nick Crawford  
CRAWFORD LAW FIRM  
P. O. Box 1335  
Greenville, MS 38702-1335  
662-335-7547

Return to:  
Nick Crawford  
CRAWFORD LAW FIRM  
P. O. Box 1335  
Greenville, MS 38702-1335  
662-335-7547

STATE OF MISSISSIPPI  
COUNTY OF WASHINGTON

**SUBSTITUTED TRUSTEE'S DEED**

**GRANTOR'S NAME, ADDRESS & TELEPHONE:**  
Nick Crawford, Substitute Trustee  
PO Box 1335  
Greenville, MS 38702-1335  
(662) 335-7547

**GRANTEE'S NAME, ADDRESS & TELEPHONE:**  
Planters Bank & Trust Company  
424 Washington Avenue  
Greenville, MS 38701  
(662) 335-5258

21.21 acres in Lots 1 and 2, being the same as the NE 1/4 of Section 24, Township 19, Range 9 West, bounded as follows: Beginning at the quarter section corner between sections 24 and 29, in said Township and Range, being 39.36 chains West of the corner common to Sections 24, 25, 28, and 29, in said Township and Range; thence from said point of beginning running South 10.18 chains; thence East 20.83 chains; thence North 10.18 chains; thence West 20.80 chains to the point of beginning.


The undersigned Substitute Trustee believes that his title as Substitute Trustee is good, but he will convey such title as is vested in him by the deed of trust aforesaid.

WITNESS MY SIGNATURE, this, the 14<sup>th</sup> day of July, 2017.

  
NICK CRAWFORD  
Substitute Trustee

**PUBLISH:** July 19, 2017; July 26, 2017; August 2, 2017 and August 9, 2017

Book 201701 Page 3758  
Deed  
08/10/2017 01:01:28 PM

Washington County, MS  
I certify this instrument was filed  
on 08/10/2017 01:01:28 PM  
and recorded in the  
Deed  
Book 201701 Page 3753 - 3758  
Marilyn Hansell, Chancery Clerk  




It appears from documentation obtained, the FRAUDULENT “Substituted Trustee Deed” used by Nick Crawford/CRAWFORD LAW FIRM, Planters Bank & Trust Company and others with whom they CONSPIRE in such FORECLOSURE Scams, may be found as follows:

Book 201701 Page 3753  
Deed  
08/10/2017 01:01:28 PM  
Washington County, MS  
Marilyn Hansell, Chancery Clerk

**PLEASE TAKE NOTICE:** In the FRAUDULENT “*Substituted Trustee’s Deed*” that has been RECORDED in the Records of this Court and *is being used* to **COMMIT FRAUD UPON THIS COURT** and OTHER CRIMES, etc., it states in part:

WHEREAS, on the **25<sup>th</sup> day of April 2014**, there was executed and delivered by **IRA B. JOHNSON** unto Harold H. Mitchell, Jr., Trustee for the benefit of Planters Bank & Trust Company, Beneficiary, a certain Deed of Trust to secure an indebtedness therein described which Deed of Trust is recorded in **Book 201402, Page 7305** of the Land Records of Mortgages and Deeds of Trust on file in the office of the Chancery Clerk of Washington County, Mississippi, which deed of trust secures the payment of an indebtedness therein described; and,

**IBJohnson’s Response:** The *Substituted Trustee’s Deed* allege a Deed of Trust under a fraudulent “**STRAWMAN**” Scam and STRAWMAN Name – IRA B. JOHNSON - used to obtain IBJohnson’s signature. IBJohnson, at the time having **NO** knowledge of such scam(s) to which she is being subjected to.

It is alleged that “*a certain Deed of Trust to secure an indebtedness*” and “*which deed of trust secure the payment of an indebtedness therein described.*” However, there is **NO** binding **Contract/Agreement** to support the indebtedness alleged to be secured by the FRAUDULENT Deed of Trust PB&TC and NC&CLF are attempting to use in the illegal and/or UNLAWFUL SEIZURE of IBJohnson’s Land/Property that is described in the **FRAUDULENT instrument** (*Substituted Trustee’s Deed*) that is being used in the THEFT/STEALING and SEIZURE, etc. of IBJohnson’s through such FORECLOSURE Scams.

**IMPORTANT TO NOTE:** It is alleged that “*on the 25<sup>th</sup> day of April 2014,*” IBJohnson “*executed and delivered*” a “*certain Deed of Trust to secure an indebtedness;*” however, there is **NO** record EVIDENCE of a Contract/Agreement claimed to be used to “**SECURE THE PAYMENT of an indebtedness!**”

Nevertheless, approximately **THREE (3) Years** later, upon request of copies of documents from PB&TC, it was discovered that the “**NOTICE OF FINAL AGREEMENT**” was **NEVER** executed and/or signed by an “**AUTHORIZED SIGNER**” *for Planters Bank & Trust Company*.

**NOTICE OF FINAL AGREEMENT**

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
	04-25-2014	05-05-2019		CA	***	***	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** Patrick Jackson  
Cary C Johnson  
600 S Broadway  
Greenville, MS 38701

**Lender:** Planters Bank & Trust Company  
Greenville Branch  
424 Washington Ave.  
Greenville, MS 38701

BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THE WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES, (B) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (C) THE WRITTEN LOAN AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

As used in this Notice, the following terms have the following meanings:

**Loan.** The term "Loan" means the following described loan: a Fixed Rate (10.250%) Nondisclosable Loan to two Individuals for [REDACTED] May 5, 2019.

**Loan Agreement.** The term "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, relating to the Loan, including without limitation the following:

**LOAN DOCUMENTS**

<p><b>Amortization Schedule</b></p> <p>[REDACTED]</p> <p><b>Promissory Note</b></p> <p>MS Deed of Trust for 1ST DEED OF TRUST ON 21.21 ACRES FARMLAND LOCATED WASHINGTON COUNTY, MS FILED WITH THE CHANCERY CLERK OF WASHINGTON COUNTY, MS DATED APRIL 25, 2014 APPRAISAL ACKNOWLEDGMENT - APPRAISAL ACKNOWLEDGMENT</p> <p>[REDACTED]</p>	<p><b>Notice of Final Agreement</b></p> <p>[REDACTED]</p>
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**Disbursement Request and Authorization**


**Parties.** The term "Parties" means Planters Bank & Trust Company and any and all entities or individuals who are obligated to repay the loan or have pledged property as security for the Loan, including without limitation the following:

**Borrower:** Patrick Jackson and Cary C Johnson  
**Grantor(s):** Patrick Jackson  
**Grantor(s):** IRA B JOHNSON


Each Party who signs below, other than Planters Bank & Trust Company, acknowledges, represents, and warrants to Planters Bank & Trust Company that it has received, read and understood this Notice of Final Agreement. This Notice is dated April 25, 2014.

**BORROWER:**

x   
Patrick Jackson

x   
Cary C Johnson

**GRANTOR:**

x   
IRA B JOHNSON

**LENDER:**

PLANTERS BANK & TRUST COMPANY

x \_\_\_\_\_  
Authorized Signer

11-29-2017

To Cary/Carey Johnson, am requesting a copy of my bank documents - i.e. specifically the foreclosure documents from Planters Bank - to the attention of Mr. Parker England.

Mr. England has been advised that I will be requesting a copy of my entire file.

Signed this 29th Day, of November 2017

*Cary Carey Johnson*  
Cary/Carey Johnson

Acct#

Community Activist Vogel Denise Newsome  
P.O. Box 31265  
Jackson, MS 39286  
(513) 680-2922

Called at 1:56  
Wednesday, November  
29th ... left message  
on cell phone

**IMPORTANT TO NOTE:** The “**BUSINESS LOAN AGREEMENT**” that PB&TC may attempt to assert was used to satisfy a debt/loan was **NEVER** executed and/or signed by an “**AUTHORIZED SIGNER**” for Planters Bank & Trust Company! Therefore, any such Contract/Agreement is **NOT ENFORCEABLE** and one that is also NULL/VOID based upon such FRAUDULENT and CRIMINAL acts committed and **NOT** made known to Ira B. Johnson for FRAUDULENT and DECEPTIVES purposes and other reasons known to PB&TC and NC&CLF!

**BUSINESS LOAN AGREEMENT**

Principal	Loan Date	Maturity	Loan No	Call / Coll CA	Account ***	Officer ***	Initials
	04-25-2014	05-05-2019					

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** Patrick Jackson  
Cary C Johnson  
600 S Broadway  
Greenville, MS 38701

**Lender:** Planters Bank & Trust Company  
Greenville Branch  
424 Washington Ave.  
Greenville, MS 38701

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THIS BUSINESS LOAN AGREEMENT dated April 25, 2014, is made and executed between Patrick Jackson and Cary C Johnson ("Borrower") and Planters Bank & Trust Company ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from and Planters Bank & Trust Company ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from and Planters Bank & Trust Company ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from and Planters Bank & Trust Company ("Lender") on the following terms and conditions.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED APRIL 25, 2014.

**BORROWER:**

x Patrick Jackson  
Patrick Jackson

x Cary C Johnson  
Cary C Johnson

**LENDER:**

PLANTERS BANK & TRUST COMPANY

By: \_\_\_\_\_  
Authorized Signer

LSCOR PRO Lending, Ver. 14.1.2.2009 Corp. Related Financial Solutions, Inc. 1007, 2014. All Rights Reserved. MS LIC0701004040C 10/2014 PB-14

**Ira B. Johnson hereby NOTIFIES this Court** that the allege “DEED OF TRUST” *drafted by* Planters Bank & Trust Company (the LENDER/BENFICIARY) and/or TRUSTEE (Harold H Mitchell Jr), etc. **is NOT and NEVER** was binding in that it was **NEVER** executed and/or signed by **“ALL”** the alleged Parties to said DEED OF TRUST which clearly states in part:

THIS DEED OF TRUST is dated April 25, 2014, **among** IRA B JOHNSON, whose address is 2630 WILLOW DR, GREENVILLE, MS 38703 (“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”).

however, does **NOT** contain the *EXECUTION and/or SIGNATURE(S) of Planters Bank & Trust Company and Harold H Mitchell Jr.*

See at:

Book 201402 Page 7305  
Deed of Trust  
05/0/2014 03:27:53 PM  
Washington County, MS  
Marilyn Hansell, Chancery Clerk

wherein, IBJohnson hereby incorporates the entire "DEED OF TRUST" referenced as if set forth in full herein to support this instant Court filing.

Book 201402 Page 7305  
Deed of Trust  
05/06/2014 03:27:53 PM  
Washington County, MS  
Marilyn Hansell, Chancery Clerk



\*\*\*\*\*034004252014\*

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: 21.21 ACRES IN LOTS 1 AND 2, BEING THE SAME AS THE NE 1/4 OF SECTION 24, TOWNSHIP 19, RANGE 9 WEST, WASHINGTON COUNTY, MISSISSIPPI.

FOR RECORDER'S USE ONLY

DEED OF TRUST

GRANTOR: IRA B JOHNSON, 2630 WILLOW DR, GREENVILLE, MS 38703, Tel. (662) 379-7384

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 April 25, 2014, among IRA B JOHNSON, whose address is 2630 WILLOW DR, GREENVILLE, MS 38703 ("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").

DEED OF TRUST  
(Continued)

Book 201402 Page 7315  
Deed of Trust Page 11  
05/06/2014 03:27:53 PM

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

GRANTOR:

X *Ira B. Johnson*  
IRA B JOHNSON

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MS )  
 ) SS  
COUNTY OF Washington )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 25 day of April, 2014, within my jurisdiction, the within named IRA B JOHNSON, 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.

*Brandi Beadie*  
NOTARY



LASER PRO... Ver. 14.1.0.009 Copr. Harland Financial Solutions, Inc. 1997, 2014. All Rights Reserved. - MS L:\CFILPL\G01.FC TR-9074 PR-14



On or about 11/29/17, Nick Crawford at the Crawford Law Firm provided a copy of the SUBSTITUTED TRUSTEE'S DEED to Cary Johnson [husband of Ira B. Johnson] during the investigation being conducted. Said document states in part and/or WILL SUPPORT the following:

WHEREAS, **default having been made** in the terms and conditions of said deed of trust, which default continued for a period of time necessary for the holder thereof to declare the entire indebtedness, together with attorney's fees, expenses and costs, immediately due and payable, as its option so to do under the terms of said deed of trust and **default having been made** in payment of said amount and the Substitute Trustee having been requested and direct by Planters Bank & Trust Company, **to foreclose under the terms of said deed of trust, I did on** August 10, 2017 during legal hours, between the hours of 11:00 a.m. and 4:00 p.m. at the main south door of the County Courthouse of Washington County, Mississippi, in accordance with the terms of the deed of trust at public auction and sell to the highest and best bidder for cash the following described land and property lying and being situated in Washington County, Mississippi, being more particularly described as follows, to wit:

21.21 acres in Lots 1 and 2, being the same as the NE ¼ of Section 24, Township 19, Range 9 West, bounded as follows: Beginning in the quarter section corner between sections 24 and 29 in said Township and Range, being 39.36 chains West of the corner common to Sections 24, 25, 28, and 29, in said Township and Range; thence from said point of beginning running South 10.18 chains; thence East 20.83 chains, thence North 10.18 chains; thence West 20.80 chains to the point of beginning.

Said property **was sold after strictly complying with all terms and conditions of said deed of trust and the statutes made and provided in such cases.** A notice of time, place and terms of said sale, together with a description of the property to be sold, **was given by publication in the Delta Democrat Times, newspaper published in Greenville, Mississippi for four consecutive weeks preceding the date of sale.** The first notice of the publication appeared on **July 19, 2017** and subsequent notices appeared on **July 26, 2017, August 2, 2017 and August 9, 2017** and **a notice identical to the published notice was posted** on the bulletin board at the main south door of the County Courthouse of Washington County, Mississippi, for said period of four consecutive weeks. (See attached Proof of Publication, Exhibit "A" and Notice of Sale, Exhibit "B") **Everything necessary was done to make and effect a good and lawful sale.**

At said sale, Planters Bank & Trust Company **bid for said properties which being the highest and best bid**, the same **was then and there struck off to Planters Bank & Trust Company, and it was declared the purchaser thereof.**

NOW THEREFORE, in consideration of the full payment of the purchase price, ***I, the undersigned Substitute Trustee, do hereby sell and convey unto Planters Bank & Trust Company the land and property herein described.*** I convey only such title as is vested in me as trustee by the deed of trust aforesaid.

WITNESS MY SIGNATURE, this 10<sup>th</sup> day of August 2017.

**NICK CRAWFORD**, Substitute Trustee

**PLEASE TAKE NOTICE:** Ira B. Johnson incorporates by reference as if set forth in full the “SUBSTITUTED TRUSTEE’S DEED” that has been recorded in the Record of this Court at:

Book 201701 Page 3753  
Deed  
08/10/2017 01:01:28 PM  
Washington County, MS  
Marilyn Hansell, Chancery Clerk

as well as attaches at “**EXHIBIT I**” a copy of same that was given to Cary Johnson from Nick Crawford on or about 11/29/17, as if set forth in full herein, wherein said document was executed before a Notary Public- LaTOYA LEVISON DAVIS – and was filed with this Court.

The filing of said Instrument by Nick Crawford/Crawford Law Firm further supports FRAUD UPON THIS COURT and OTHER Crimes by PB&TC, NC&CLF and those with whom they CONSPIRE to carry out such FORECLOSURE Scams to which IBJohnson and others have been VICTIMIZED! IBJohnson further states in support thereof through this instant Court filing that PB&TC and NC&CLF:

1. Can provide **NO** evidence of *an enforceable Contract/Agreement* with her and/or allege Parties to support “*default having been made. . .;*” however, WILL show that her Land and Property was taken through a **FORECLOSURE Scam** carried out by PB&TC and NC&CLF for which IBJohnson *is demanding* the **IMMEDIATE return** of her Land and/or Property.
2. There is **NO** evidence to support her Land and/or Property “**was sold after strictly complying with all terms and conditions of said deed of trust and the statutes made and provided in such cases.**” Furthermore, NC&CLF’s making of such FALSE statements as “*after strictly complying with all terms and conditions of said deed of trust. . .*” can be shown through Record Evidence that PB&TC **and** Harold H Mitchell Jr (while either are noted as Lender/Beneficiary or Trustee) **did NOT:**
  - (a) Execute/Sign the allege DEED OF TRUST to support a Contract/Agreement “**among IRA B JOHNSON, whose address is 2630 WILLOW DR, GREENVILLE, MS 38703 (“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”).**”
  - (b) PB&TC – in accordance with the alleged DEED OF TRUST it is attempting to use to justify the UNLAWFUL Seizure, Theft, etc. of IBJohnson’s Land and Property – **NEVER gave** her REASONABLE NOTICE (as MANDATORILY

required under the “**Notice of Sale**”) of the *time and place of the public sale*. Moreover, with MALICIOUS, FRAUDULENT and CRIMINAL intent, etc. deliberately failed to comply with the MANDATORY “**Reasonable 10-Day Notification**” of Public Sale of her Land and Property that is set forth in the DEED OF TRUST!

- (c) PB&TC DELIBERATELY failed to comply the “NOTICE” requirement set forth in the alleged DEED OF TRUST which MANDATORILY require:

*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 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.*

Nevertheless, IBJohnson’s Land and Property were taken through a **FORECLOSURE Scam** carried out by PB&TC and NC&CLF for which she is demanding the **IMMEDIATE return** of her Land and Property.

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: 21.21 ACRES IN LOTS 1 AND 2, BEING THE SAME AS THE NE 1/4 OF SECTION 24, TOWNSHIP 19, RANGE 9 WEST, WASHINGTON COUNTY, MISSISSIPPI.  
FOR RECORDER'S USE ONLY

DEED OF TRUST

GRANTOR: IRA B JOHNSON, 2630 WILLOW DR, GREENVILLE, MS 38703, Tel. (662) 379-7384  
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 April 26, 2014, among IRA B JOHNSON, whose address is 2630 WILLOW DR, GREENVILLE, MS 38703 (“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”).

At Page 7

**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.

At Page 8

**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.


3. There **IS EVIDENCE** to support that the LAW requires NOTIFICATION pursuant the TERMS set forth in the “**DEED OF TRUST;**” nevertheless, PB&TC and NC&CLF **did KNOWINGLY** engage in FRAUDULENT and CRIMINAL acts through illegal and/or UNLAWFUL FORECLOSURE Scams for purposes of obtaining the Land/Territory belonging to Ira B. Johnson.

“Any additional notice requirements beyond those expressed in [section 89–1–55](#) are determined by the provisions of the particular note and **deed of trust.**” – *Blanchard vs. Mize*, 186 So.3d 403 (2016)

Blanchard v. Mize, 186 So.3d 403 (2016)

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186 So.3d 403  
Court of Appeals of Mississippi.  
Elizabeth BLANCHARD, Appellant  
v.  
Nathan A. MIZE, Appellee.  
No. 2014–CA–01703–COA.  
Feb. 16, 2016.



<sup>[3]</sup> [Mortgages and Deeds of Trust](#)  
[Required Notices](#)  
[Mortgages and Deeds of Trust](#)  
[Form, requisites, and sufficiency](#)

Any additional notice requirements beyond those expressed in statute governing land to be sold under mortgage are determined by the provisions of the particular note and **deed of trust.** West's A.M.C. § 89–1–55.

[Cases that cite this headline](#)

<sup>[4]</sup> [Mortgages and Deeds of Trust](#)  
[Acceleration, reinstatement, and curing default](#)  
[Mortgages and Deeds of Trust](#)  
[Particular Cases](#)

There was no evidence that debtor did not receive acceleration notice required by **deed of trust**, as required to support debtor's claim of wrongful **foreclosure** and sale.

For instance in the “**DEED OF TRUST**” for the Strawman IRA B JOHNSON the IMPORTANT FACTS to note are:

- i) Use of a **STRAWMAN** (ALL Caps “IRA B JOHNSON”); however, ***Lower Case letters*** are used for the Lender/Beneficiary and Trustee).
- ii) “REASONABLE NOTICE” requirement of at least ten (10) days **was NOT** given – i.e. NEITHER were any Notices served on Ira B. Johnson in compliance with the “DEED OF TRUST!”
- iii) “NOTICE OF SALE” was **NOT** given in WRITING, etc. and **was NOT** DELIVERED in compliance with the “Deed of Trust” – i.e. for instance “. . .deposited in the United States mail, as FIRST class, **CERTIFIED** or **REGISTERED** mail postage prepaid” and DIRECTED to the addresses shown NEAR the BEGINNING of the Deed of Trust, etc..

4. The UNLAWFUL and/or WRONGFUL Foreclosure carried out by PB&TC and NC&CLF *were done with MALICIOUS actions to injure Ira B. Johnson!* Moreover, said foreclosure was conducted **NEGLIGENTLY, FRAUDULENTLY, in BAD FAITH, etc. to Grantor's (Ira B. Johnson) DETRIMENT!** *Teeuwissen*, 2011 WL 5593164, at \*4 (citing *West v. Nationwide Trustee Servs., Inc.*, No. 1:09CV295LG–RHW, 2009 WL 4738171, \*3 (S.D.Miss. Dec. 4, 2009)).

Teeuwissen v. JP Morgan Chase Bank, N.A., 894 F.Supp.2d 903 (2012)

<p style="text-align: center;">894 F.Supp.2d 903 United States District Court, S.D. Mississippi, Jackson Division.</p> <p style="text-align: center;">Pieter TEEUWISSEN and Lisa M. Teeuwissen, Plaintiffs v. JP MORGAN CHASE BANK, N.A. a/k/a Chase Home Finance, LLC, Nationwide Trustee Services, Inc., Morris Schneider and Prior a/k/a Johnson &amp; Freedman, LLC, Defendants.</p> <p style="text-align: center;">Civil Action No. 3:11CV46TSL–FKB.   Sept. 6, 2012.</p> <p>Synopsis Background: Borrowers brought action in state court against lender, its trustee, and others, seeking to enjoin foreclosure sale of their home, and asserting claims for affirmative relief against lender relating to its alleged improper handling of their mortgage loan. Following removal, borrowers moved for partial summary judgment on issue of liability, and defendants cross-moved for summary judgment.</p> <p>Holdings: The District Court, Tom S. Lee, J., held that:</p> <p>[1] lender provided borrowers requisite notice of foreclosure;</p> <p>[2] borrowers waived their claim that their mortgage loan was not properly accelerated before foreclosure;</p> <p>[3] lender did not fail to comply with notice requirements of the deed of trust;</p> <p>[4] lender provided borrowers requisite accounting prior to foreclosure;</p> <p>[5] borrowers were not entitled to relief for lender's alleged violation of state court injunction in foreclosure proceeding;</p> <p>[6] defendants were not "debt collectors" within meaning of Fair Debt Collection Practices Act (FDCPA); and</p> <p>[7] borrowers had no cognizable claim for negligence.</p>	<p>Summary judgment for defendants.</p> <p>West Headnotes (9)</p> <p>[1] <b>Mortgages and Deeds of Trust</b> Elements, Grounds, and Defenses</p> <p>A wrongful foreclosure occurs under Mississippi law when a foreclosure is attempted solely for a malicious desire to injure the mortgagor, or the foreclosure is conducted negligently or in bad faith to the mortgagor's detriment.</p> <p>2 Cases that cite this headnote</p> <p>[2] <b>Mortgages and Deeds of Trust</b> Method of Service Mortgages and Deeds of Trust Personal service Mortgages and Deeds of Trust Defects and irregularities</p> <p>Lender provided borrowers requisite notice of foreclosure, as required by deed of trust and Mississippi statute controlling power of sale foreclosure, where it posted notice of sale at county courthouse three weeks in advance of the foreclosure; absent evidence that lender removed notice prior to sale, fact that notice was not present on courthouse's board at some point after its posting did not affect validity of the sale. <i>West's A.M.C. § 89–1–55.</i></p> <p>1 Cases that cite this headnote</p> <p>[3] <b>Federal Civil Procedure</b> Matters considered</p> <p>Borrowers waived their claim on motion for</p>
---	---

5. **PLEASE TAKE NOTICE:** Ira B. Johnson seeks an answer from this Court as to whether said Court **required PROOF of the MANDATORY Notification** Requirements being met **PRIOR** to any such PUBLISHINGS and/or POSTINGS? Moreover, **PRIOR** to recording in the Records of this Court?

**THE STATE OF MISSISSIPPI**  
 County of Washington, City of Greenville

appeared before me, Amy LeAnne Hughes, a Notary Public in and for  
 County, Heather Holland, who makes oath that the  
 newspaper printed and published in the City of Greenville, Washington County, Mississippi, called

**The Delta Democrat-Times**

sworn, deposes and says that the publication of a notice, a true copy of which is hereto affixed,  
 in said paper 4 weeks consecutively, to-wit:

In Volume <u>148</u>	Number <u>271</u>	Dated <u>July 19</u>	20 <u>17</u>
In Volume <u>148</u>	Number <u>277</u>	Dated <u>July 26</u>	20 <u>17</u>
In Volume <u>148</u>	Number <u>283</u>	Dated <u>August 2</u>	20 <u>17</u>
In Volume <u>148</u>	Number <u>289</u>	Dated <u>August 9</u>	20 <u>17</u>
In Volume _____	Number _____	Dated _____	20 _____
In Volume _____	Number _____	Dated _____	20 _____

I certify that the several numbers of said newspaper containing the above notice have been produced  
 compared with the copy annexed and that I find the publication thereof to have been correctly

and seal this 9<sup>th</sup> day of August  
3.00

Heather Holland  
Amy LeAnne Hughes  
 Notary Public  
 COUNTY

Book 201701 Page 3756  
 Dead  
 08/10/2017 01:01:28 PM

6. Ira B. Johnson has obtained EVIDENCE to support that PB&TC having KNOWLEDGE of the MANDATORY Notification via Certified Mail; wherein, PB&TC's **First Vice President (Parker England)** acknowledged said NOTIFICATION requirement and advised that PB&TC had complied. **Upon request of documentation to support the Notification by Certified Mail/Return Receipt, PB&TC's Parker England advised that PB&TC's Legal Counsel (Nick Crawford and the Crawford Law Firm) handled the Foreclosure. IMPORTANT TO NOTE: There was NO Proof of Service of "NOTICE OF SALE" by mail to Ira B. Johnson in PB&TC's records on 11/29/17.** In support of this statement, IBJohnson incorporates by reference the audio of a 11/29/17 Conference with Planters Bank/Parker England, Cary Johnson and Community Activist Vogel Denise Newsome which may be found (as of 06/10/18) at the following LINK:

<https://www.slideshare.net/VogelDenise/112917-meeting-with-parker-england-planters-bank-regarding-cary-johnson>



» **Parker England** has been promoted to **first vice president** for the Greenville branch. England joined Planters Bank in November 2007. He graduated from **Mississippi State University** in 2001 and received his MBA from Mississippi State in 2002. He is a graduate of the University of **Mississippi School of Banking** as well as the Graduate School of Banking at LSU. He is Vice President of the Mississippi Young Bankers Executive Council.

He serves on the **First Presbyterian** Preschool Board and Washington County Classic Board. He is a member of the Rotary Club and currently serves as President of the United Way of Washington County and Delta 360.

Parker is married to former Frankie Stallings of Leland, and they have a daughter, Mary Wright, and a son, Miller Vaughn. They are members of First Presbyterian Church in Greenville.



**NOVEMBER 29, 2017 CONFERENCE WITH  
Parker England, Cary Johnson, Community Activist Vogel Denise Newsome**

17 USC § 107 Limitations on Exclusive Rights – FAIR USE

7. There IS Record EVIDENCE to support that PB&TC's Legal Counsel NICK CRAWFORD/Crawford Law Firm **did NOT** handle the Foreclosure alleged to have been carried out in accordance with the "DEED OF TRUST" executed by Ira B. Johnson in accordance with the Statutes/Laws governing said matters. Moreover, Planters Bank & Trust Company and Ira B. Johnson **did NOT** have a legally and/or lawfully executed Agreement/Contract upon which to execute the alleged Foreclosure. In FACT, Nick Crawford **made KNOWN** to Cary Johnson [husband of Ira B. Johnson] and Community Activist Vogel Denise Newsome that the MANDATORY Requirements set forth in the "DEED OF TRUST" **were NOT** followed alleging that **in "MISSISSIPPI"** such WRITTEN NOTIFICATIONS via mail (First Class/Certified/Registered) Mail **is NOT** required – when MAILING requirements are. Moreover, Nick Crawford advising that PUBLISHING of Notification **is ALL** that is required. In support of Planters Bank's Legal Counsel Nick Crawford's/Crawford Law Firm's MALICIOUS, FRAUDULENT and CRIMINAL acts, IBJohnson hereby incorporate by reference the 11/29/17 Conference with Nick Crawford, Cary Johnson and Community Activist Vogel Denise Newsome which (as of 06/11/18) may be found at the following LINK:

<https://www.slideshare.net/VogelDenise/112917-meeting-with-nick-crawfordcary-johnsoncommunity-activist-vogel-denise-newsome>

**NOVEMBER 29, 2017 CONFERENCE WITH**  
**Nick Crawford, Cary Johnson, Community Activist Vogel Denise Newsome**

17 USC § 107 Limitations on Exclusive Rights – FAIR USE

\*\*\*\*\*  
 WHEN RECORDED MAIL TO: Planter Bank & Trust Company, Greenville Branch, 424 Washington Ave., Greenville, MS 38701, Tel: (862) 335-6288  
 This Deed of Trust prepared by: PARKER ENGLAND, Planter Bank & Trust Company, 424 Washington Ave., Greenville, MS 38701, (862) 335-6288

INDEXING INSTRUCTIONS: 21.21 ACRES IN LOTS 1 AND 2, BEING THE SAME AS THE NE 1/4 OF SECTION 24, TOWNSHIP 19, RANGE 9 WEST, WASHINGTON COUNTY, MISSISSIPPI.

FOR RECORDER'S USE ONLY

**DEED OF TRUST**

GRANTOR: IRA B JOHNSON, 363 [REDACTED] 384  
 LENDER / BENEFICIARY: Planter Bank & Trust Company, Greenville Branch, 424 Washington Ave., Greenville, MS 38701, Tel: (862) 335-6288  
 TRUSTEE: Harold H Mitchell, Jr., 823 Washington Ave., Greenville, MS 38701, Tel: (862) 335-6011

**STRAWMAN**

THIS DEED OF TRUST is dated April 25, 2014, among IRA B JOHNSON, whose address is [REDACTED] Planter Bank & Trust Company referred to below sometimes as "Lender" and sometimes as "Beneficiary", and Harold H Mitchell, Jr. referred to below as "Trustee".

**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.

**Nick Crawford, Attorney at Law**

**Nick Crawford Background**

The Crawford Law Firm is a general practice firm including all types of Criminal Defense, Personal Injury, Domestic Relations, Real Estate, Wills and Estates.

After receiving his Juris Doctorate from the Mississippi College School of Law in 1976, Nick Crawford began work for Senator Thad Cochran. In 1979 he opened his own private practice firm, the Crawford Law Firm, a General Practice, Litigation firm. Nick Crawford has the experience and background you need in a lawyer.

1041 W Alexander Street  
 Greenville, MS 38701  
 phone (862) 335-7147  
 fax (862) 335-7639

**BAKER, DONELSON, CALDWELL & SNOW**  
 since 1853  
 129 YEARS

**The Jackson Sun**

**Centennial, Merchants & Planters intend to merge**

The Jackson Sun published 07/16/18 at 11:06 AM, 2017

Thompson-based P&B Bancshares Inc., the parent bank holding company of Commerce Bank, and other assets intended to be merged with Merchants & Planters Bank, the parent holding company of Merchants and Planters Bank, announced the signing of a definitive merger agreement today. The merger will combine the two banks into P&B Bancshares Inc., and merge into P&B Bancshares Inc., and merge into P&B Bancshares Inc., and merge into P&B Bancshares Inc.

**Parker England**

8. WHEN it came to *PUBLISHING* in the Newspaper as “*The Delta Democrat Times*,” said Newspaper **OBLIGED** Planter Bank & Trust Company and its Legal Counsel Nick Crawford/Crawford Law Firm in the **PUBLIC DEFAMATION, PUBLIC HUMILIATION, EMBARRASSMENT, CRIMINAL and FRAUDULENT** practices in such CONSPIRACIES that have been leveled against Ira B. Johnson and her husband (Cary Johnson) and other Natives, Native Americans and those who have been LABELED by the WHITE Man as being Blacks/Negroes/African-Americans/People-Of-Color! Listen to the Audio of **such BOASTING** by Planter Bank’s Officer Parker England of **HOW “The Delta Democrat Times” REFUSED to run** Cary Cornelius Johnson’s **PUBLIC ANNOUNCEMENT regarding the FORECLOSURE SCAMS** – i.e. CONSPIRING with PB&TC to keep such FORECLOSURE SCAM information from being shared with the PUBLIC/WORLD! IBJohnson incorporates by reference the Audio from the 12/12/17 Conference with Planter Bank& Trust Company/Parker England which (as of 06/11/18) may be found at the following LINK:

<https://www.slideshare.net/VogelDenise/010218-public-announcement-planters-bank-foreclosure-scam>





WHEREFORE PREMISES CONSIDERED, Ira B. Johnson hereby submits this her, “NOTICE OF FRAUD UPON THE COURT and OTHER CRIMINAL ACTS BY PLANTERS BANK & TRUST COMPANY, NICK CRAWFORD/CRAWFORD LAW FIRM and THOSE WITH WHOM THEY CONSPIRE IN THE ILLEGAL/UNLAWFUL SEIZURE OF PROPERTY/LAND THROUGH FORECLOSURE SCAMS, etc.; DEMAND FOR “IMMEDIATE” RETURN OF PROPERTY(S)/LAND(S) TO IRA B. JOHNSON” and, therefore, based on the FRAUD COMMITTED UPON THE COURT and other CRIMINAL ACTS by PB&TC, NC&CLF and those with whom they CONSPIRE, that have resulted in the illegal and/or UNLAWFUL Seizure of her Land and Property through such FORECLOSURE Scams, etc.; hereby, through this instant filing, is presenting a Legal and/or Lawful demand for the **IMMEDIATE RETURN** of her Land and Property and that the Record(s) of this Court BE CORRECTED to reflect same!

Ira B. Johnson further, seeks this Court, *in its JUDICIAL PERFORMANCE*, to REPORT such Fraud and Criminal acts reported herein regarding Planters Bank & Trust Company and its Legal Counsel (Nick Crawford/Crawford Law Firm) to the applicable Law Enforcement Entity for PROSECUTION as MANDATORILY required by the Statutes/Laws governing said matters in that such Criminal acts by PB&TC and NC&CLF presents a THREAT TO THE PUBLIC, HOMELAND SECURITY, LIFE, LIBERTIES, IMMUNITIES and PRIVILEGES, etc. of SOVEREIGN Citizens as her.

Ira B. Johnson through this instant filing is demanding in relief the **IMMEDIATE RETURN** of Land and Property described as follows, to wit:

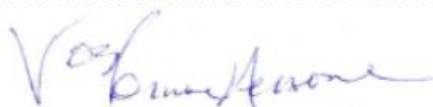
21.21 acres in Lots 1 and 2, being the same as the NE ¼ of Section 24, Township 19, Range 9 West, bounded as follows: Beginning in the quarter section corner between sections 24 and 29 in said Township and Range, being 39.36 chains West of the corner common to Sections 24, 25, 28, and 29, in said Township and Range; thence from said point of beginning running South 10.18 chains; thence East 20.83 chains, thence North 10.18 chains; thence West 20.80 chains to the point of beginning.

and believes that there is sufficient EVIDENCE to support that the Instrument used by Planters Bank & Trust Company and Nick Crawford/Crawford is FRAUDULENT and UNENFORCEABLE and does present a GREAT THREAT to HOMELAND SECURITY as well as the WELLBEING of Ira B. Johnson and the PUBLIC-AT-LARGE!

RESPECTFULLY SUBMITTED, this 22<sup>nd</sup> day of JUNE, 2018.

UTICA INTERNATIONAL EMBASSY

BY:

  
*Interim Prime Minister Vogel Denise Newsome*  
Representing with Authorization of  
Cary Cornelius Johnson and/or

  
*Ira B. Johnson*

**Through The:**  
**UTICA INTERNATIONAL EMBASSY**  
*c/o Interim Prime Minister Vogel Denise Newsome*  
Post Office Box 31265  
Jackson, Mississippi 39286  
Phone: (888) 700-5056  
Local: (601) 885-3358  
IPM: (513) 680-2922  
Email: [black-codes-law@uticainternationalembassy.website](mailto:black-codes-law@uticainternationalembassy.website)

Book 201701 Page 3753  
Deed  
08/10/2017 01:01:28 PM  
Washington County, MS  
Marilyn Hansell, Chancery Clerk

**This instrument was prepared by:**

Nick Crawford  
CRAWFORD LAW FIRM  
P. O. Box 1335  
Greenville, MS 38702-1335  
662-335-7547

**Return to:**

Nick Crawford  
CRAWFORD LAW FIRM  
P. O. Box 1335  
Greenville, MS 38702-1335  
662-335-7547

STATE OF MISSISSIPPI  
COUNTY OF WASHINGTON

**SUBSTITUTED TRUSTEE'S DEED**

**GRANTOR'S NAME, ADDRESS & TELEPHONE:**

Nick Crawford, Substitute Trustee  
PO Box 1335  
Greenville, MS 38702-1335  
(662) 335-7547

**GRANTEE'S NAME, ADDRESS & TELEPHONE:**

Planters Bank & Trust Company  
424 Washington Avenue  
Greenville, MS 38701  
(662) 335-5258

**INDEXING INSTRUCTIONS:**

21.21 acres in Lots 1 and 2, being the same as the NE 1/4 of Section 24, Township 19, Range 9 West, Washington County, Mississippi.

**EXHIBIT  
I**

**SUBSTITUTED TRUSTEE'S DEED**

WHEREAS, on the 25th day of April 2014, there was executed and delivered by IRA B. JOHNSON unto Harold H. Mitchell, Jr., Trustee for the benefit of Planters Bank & Trust Company, Beneficiary, a certain Deed of Trust to secure an indebtedness therein described which Deed of Trust is recorded in Book 201402, Page 7305 of the Land Records of Mortgages and Deeds of Trust on file in the office of the Chancery Clerk of Washington County, Mississippi, which deed of trust secures the payment of an indebtedness therein described; and,

WHEREAS, said Deed of Trust authorized the appointment and substitution of another trustee in the place of the trustee named in the Deed of Trust and Nick Crawford was appointed as Substitute Trustee in the place of Harold H. Mitchell, by instrument dated the 13th day of July 2017, and recorded July 13, 2017 in Book 201702, Page 11645 of the aforesaid records; and

WHEREAS, default having been made in the terms and conditions of said deed of trust, which default continued for a period of time necessary for the holder thereof to declare the entire indebtedness, together with attorney's fees, expenses and costs, immediately due and payable, as was its option so to do under the terms of said deed of trust and default having been made in payment of said amount and the Substitute Trustee having been requested and direct by **Planters Bank & Trust Company**, to foreclose under the terms of said deed of trust, I did on August 10, 2017 during legal hours, being between the hours of 11:00 a.m. and 4:00 p.m. at the main south door of the County Courthouse of Washington County, Mississippi, in accordance with the terms of the deed of trust at public auction and sell to the highest and best bidder for cash the following described land and property lying and being situated in Washington County, Mississippi, being more particularly described as follows, to wit:

21.21 acres in Lots 1 and 2, being the same as the NE 1/4 of Section 24, Township 19, Range 9 West, bounded as follows: Beginning at the quarter section corner between sections 24 and 29, in said Township and Range, being 39.36 chains West of the corner common to Sections 24, 25, 28, and 29, in said Township and Range; thence from said point of beginning running South 10.18 chains; thence East 20.83 chains; thence North 10.18 chains; thence West 20.80 chains to the point of beginning.

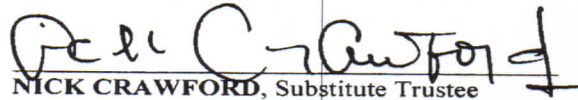
Said property was sold after strictly complying with all the terms and conditions of said deed of trust and the statutes made and provided in such cases. A notice of time, place and terms of said sale, together with a description of the property to be sold, was given by publication in the Delta Democrat Times, newspaper published in Greenville,

Mississippi, for four consecutive weeks preceding the date of sale. The first notice of the publication appeared on July 19, 2017 and subsequent notices appeared on July 26, 2017; August 2, 2017 and August 9, 2017 and a notice identical to the published notice was posted on the bulletin board at the main south door of the County Courthouse of Washington County, Mississippi, for said period of four consecutive weeks. (See attached Proof of Publication, Exhibit "A" and Notice of Sale, Exhibit "B") Everything necessary was done to make and effect a good and lawful sale.

At said sale, **Planters Bank & Trust Company** bid for said properties which being the highest and best bid, the same was then and there struck off to **Planters Bank & Trust Company**, and it was declared the purchaser thereof.

NOW THEREFORE, in consideration of the full payment of the purchase price, I, the undersigned Substitute Trustee, do hereby sell and convey unto **Planters Bank & Trust Company** the land and property herein described. I convey only such title as is vested in me as trustee by the deed of trust aforesaid.

WITNESS MY SIGNATURE, this 10<sup>th</sup> day of August 2017.

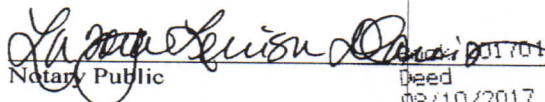
  
NICK CRAWFORD, Substitute Trustee

STATE OF MISSISSIPPI

COUNTY OF WASHINGTON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said County and State, the within named **Nick Crawford**, Substitute Trustee, who acknowledged that he signed and delivered the foregoing instrument of writing on the day and year therein mentioned, and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 10<sup>th</sup> day of August 2017.

  
Notary Public

Deed  
08/10/2017 01:01:28 PM

My Commission Expires



QUALIFIED TRUSTEE'S NOTICE OF SALE

WHEREAS on the 25th day of April 2014 there was executed and delivered by IRA B. JOHNSON...

WHEREAS said Deed of Trust authorized the appointment and substitution of another trustee in the place of the trustee named in the Deed of Trust...

WHEREAS said Deed of Trust has been made and all conditions of the said Deed of Trust have been complied with...

NOW THEREFORE the undersigned Trustee do hereby certify that the several numbers of said newspaper containing the above notice have been produced compared with the copy annexed...

2121 acres in Lots 1 and 2 being the same as the 1/2 Section 28, Township 38 N, Range 20 W... Beginning at the quarter section corner between Sections 24 and 25...

WITNESS MY SIGNATURE this 14th day of July, 2017. /s/ NICK CRAWFORD Substituted Trustee

THE STATE OF MISSISSIPPI

County of Washington, City of Greenville

appeared before me, Amy LeAnne Hughes, a Notary Public in and for county, Heather Holland, who makes oath that she was present at the publication of a notice, a true copy of which is hereto affixed, in said paper 4 weeks consecutively, to-wit:

The Delta Democrat-Times

sworn, deposes and says that the publication of a notice, a true copy of which is hereto affixed, in said paper 4 weeks consecutively, to-wit:

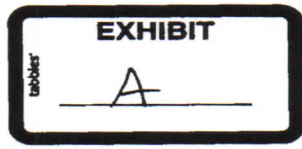
- In Volume 148 Number 271 Dated July 19, 2017
In Volume 148 Number 277 Dated July 26, 2017
In Volume 148 Number 283 Dated August 2, 2017
In Volume 148 Number 289 Dated August 9, 2017
In Volume \_\_\_\_\_ Number \_\_\_\_\_ Dated \_\_\_\_\_, 20\_\_
In Volume \_\_\_\_\_ Number \_\_\_\_\_ Dated \_\_\_\_\_, 20\_\_

certify that the several numbers of said newspaper containing the above notice have been produced compared with the copy annexed and that I find the publication thereof to have been correctly

and seal this 9th day of August 2017. Heather Holland, Amy LeAnne Hughes, Notary Public

3.00

Book 201701 Page 3756 Deed 08/10/2017 01:01:28 PM



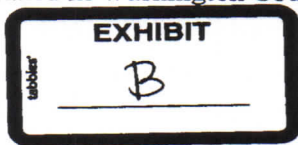
**SUBSTITUTED TRUSTEE'S NOTICE OF SALE**

WHEREAS on the 25<sup>th</sup> day of April 2014, there was executed and delivered by **IRA B. JOHNSON** unto Harold H. Mitchell, Jr., Trustee for the benefit of Planters Bank & Trust Company, Beneficiary, a certain Deed of Trust to secure an indebtedness therein described which Deed of Trust is recorded in Book 201402, Page 7305 of the Land Records of Mortgages and Deeds of Trust on file in the office of the Chancery Clerk of Washington County, Mississippi, which Deed of Trust secures the payment of an indebtedness therein described; and

WHEREAS, said Deed of Trust authorized the appointment and substitution of another trustee in the place of the trustee named in the Deed of Trust and Nick Crawford was appointed as Substitute Trustee in the place of Harold H. Mitchell, by instrument dated the 13<sup>th</sup> day of July 2017, and recorded July 13, 2017 in Book 201702, Page 11645 of the aforesaid records; and

WHEREAS, default has been made and still continues in the payment of said indebtedness as and when due and the undersigned Substitute Trustee has been called upon by Planters Bank & Trust Company, owner and holder of the indebtedness, to foreclose and sell the property covered by said deed of trust in accordance with the provisions of the deed of trust for the purpose of raising the sum so secured and unpaid together with the expense of selling the same, including Trustee's and Attorney's fees.

NOW THEREFORE, I, the undersigned Substitute Trustee, do hereby give notice that on the 10<sup>th</sup> day of August, 2017, between the hours of 11:00 a. m. and 4:00 p.m., I will proceed to sell at public outcry to the highest bidder for cash at the South main front door of the Courthouse of Washington County at Greenville, Mississippi, the following described land and property which is situated in Washington County, Mississippi and more particularly described as follows, to-wit:

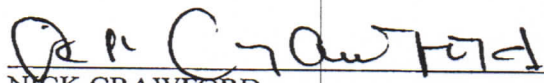


Posted on 7/14/2017  
@ 1:57 PM  
B.J. Williams D.C.

21.21 acres in Lots 1 and 2, being the same as the NE 1/4 of Section 24, Township 19, Range 9 West, bounded as follows: Beginning at the quarter section corner between sections 24 and 29, in said Township and Range, being 39.36 chains West of the corner common to Sections 24, 25, 28, and 29, in said Township and Range; thence from said point of beginning running South 10.18 chains; thence East 20.83 chains; thence North 10.18 chains; thence West 20.80 chains to the point of beginning.

The undersigned Substitute Trustee believes that his title as Substitute Trustee is good, but he will convey such title as is vested in him by the deed of trust aforesaid.

WITNESS MY SIGNATURE, this, the 14<sup>th</sup> day of July, 2017.

  
NICK CRAWFORD  
Substitute Trustee

**PUBLISH: July 19, 2017; July 26, 2017; August 2, 2017 and August 9, 2017**

Book 201701 Page 3758  
Deed  
08/10/2017 01:01:28 PM



Washington County, MS  
I certify this instrument was filed  
on 08/10/2017 01:01:28 PM  
and recorded in the  
Deed  
Book 201701 Page 3753 - 3758  
Marilyn Hansell, Chancery Clerk

