

PCA-604
Rev. 2/91

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this the 16th day of March, 1995, by and among

J. Herman Koehler and wife Evelyn Cohea Koehler, P. O. Box 191, Lake Cormorant, MS 38641; Telephone: (601) 781-0657

hereinafter "Grantor"; C. York Craig, Jr.

hereinafter "Trustee"; and **FIRST SOUTH PRODUCTION CREDIT ASSOCIATION**

whose address is 914 Van Buren Avenue, P. O. Box 29, Oxford, MS 38655; Telephone: (601) 234-5015 Mississippi, hereinafter "Beneficiary".

WHEREAS, J. Herman Koehler, Evelyn Cohea Koehler, Carl Thomas Koehler, Patricia B. Koehler, Koehler Farms, A Partnership, 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 1, 1996; March 1, 1993; March 1, 1999

whereby Beneficiary has loaned to Debtor the principal amount of Six Hundred Twenty Thousand Nine Hundred Fifty Nine and 22/100----- Dollars (\$620,959.22)

which amount is due and payable in accordance with said Note, to wit:

NOTE 02:

- 1 Principal Only Installment of \$3,849.00 due 03/01/95
- 1 Principal Only Installment of \$4,154.00 due 03/01/96
- 1 Principal Only Installment of \$4,485.00 due 03/01/97
- 1 Principal Only Installment of \$4,546.00 due 03/01/98
- 4 Interest Only Installments of Accrued Interest due Annually Beginning 03/01/95
- 1 Principal Only Installment of \$9,560.00 due 03/01/95
- 1 Principal Only Installment of \$6,705.86 due 03/01/96
- 2 Interest Only Installments of Accrued Interest due Annually Beginning 03/01/95

NOTE 03:

- 1 Principal Only Installment of \$3,786.34 due 03/01/96
- 1 Principal Only Installment of \$11,515.00 due 03/01/97
- 1 Principal Only Installment of \$12,638.00 due 03/01/98
- 1 Principal Only Installment of \$13,870.00 due 03/01/99
- 4 Interest Only Installments of Accrued Interest due Annually Beginning 03/01/96

NOTE 07:

- 1 Principal Only Installment of \$545,550.00 due 03/01/96
- 1 Interest Only Installment of Accrued Interest due Annually Beginning 03/01/95

plus interest thereon as per 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 amount 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 of every kind and description, direct or indirect, absolute or contingent, due or to become due, and whether now existing or hereafter arising; the payment of any attorney's fees, Trustee's fees or any other amount incurred by 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, 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 DeSoto County, Mississippi (all of which will be collectively referred to herein as the "Property"):

See legal description contained in Exhibit A attached hereto and incorporated herein by reference.

For indexing instructions, refer to Exhibit B attached and incorporated herein for reference.

19-29 034 9012
 Partial Release of this Instrument Recorded in
Real estate TID Book
 No 993 Page 276
 This 29 day of April 1995
W. E. Davis Clerk
J. B. Cleveland

STATE OF MISSISSIPPI, CANCELLED BY AUTHORITY, RECORDED IN BOOK
1092 PAGE 353
 MAR 16 10 25 AM '95 116 DAY OF March, 1995
W.E. Davis by Th...
 CHANCERY CLERK

BK 752 PG 678
 W.E. DAVIS, CH. CLK.
 by: G. Stanley

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 mortgage 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.

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 to 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.

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 repairs 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, attorney's 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 attorney's 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 a 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 attorney's 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.

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 attorney's fees provided for in the Note and the Trustee's fee provided for in this Deed of Trust should they become due under the terms of the Note and this Deed of Trust. A reasonable attorney's 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.

EXHIBIT A (Page 1 of 3)

TRACT 1

The following described property in DeSoto County, Mississippi, to-wit:

Beginning at a point where the North line of Section Twenty-four (24), Township Two (2) South, Range Ten (10) West intersects Lake Cormorant, thence East 472 feet to a stake on the North line of said Section Twenty-four (24), thence South 630 feet to a stake, thence West 930 feet to a stake on the bank of Lake Cormorant, thence in a Northerly direction with the meanderings of said Lake Cormorant to the point of beginning, containing 10.5 acres.

Together with all tenements, hereditaments and appurtenances thereunto belonging or in anywise thereunto appertaining.

TRACT 2

Those portions of the Northwest Quarter of the Northwest Quarter of Section 19, Township 2 South, Range 9 West, of the Chickasaw Meridian, and of the North Half of the Northeast Quarter of Section 24, Township 2 South, Range 10 West, of the Chickasaw Meridian, particularly described as follows:

Beginning at the Northeast corner of said Section 24, run thence west 1070 feet to the Northeast Corner of the Tract reserved as a homestead for Mrs. J. C. Brantley; thence South 630 feet; thence west 950 feet to the East Bank of Lake Cormorant; thence in a Southerly direction along the East bank of Lake Cormorant to the South line of the North Half of the Northeast Quarter of said Section 24, said line being the North line of Tract II of the description recorded in Deed of Trust Book 585, Page 767 and of Parcel Two of Tract II of the description recorded in Deed of Trust Book 680, Page 31; thence East 3665 feet to the Southeast Corner of the Northwest Quarter of the Northwest Quarter of said Section 19; thence North 909.3 feet; thence west 420 feet; thence North 420 feet to the North line of said Section 19; thence West 932.3 feet to the point of beginning, containing 85.83 acres, more or less, and being Share No. 7 assigned to A. B. Brantley in the partition of the lands of J. C. Brantley deceased in Case No. 5993 in the Chancery Court of DeSoto County, Mississippi, subject to easement for right of way for Highway No. 61 which comprises 1.40 acres; LESS AND EXCEPT 5 acres situated in the Northwest Quarter of the Northwest Quarter of Section 19, Township 2 South, Range 9 West described by metes and bounds, in that certain Warranty Deed of date, July 31, 1956, executed by A. B. Brantley and wife, Mary Lynn Brantley, to Otto Koehler, et al of record in Book 43, page 196 of the deed records of said County, leaving 79.44 acres more or less.

Signed for Identification

Koehler Farms, A Partnership

J. Herman Koehler
J. Herman Koehler, Managing Partner
and Individually

Carl Thomas Koehler
Carl Thomas Koehler, Individually

Evelyn Cohea Koehler
Evelyn Cohea Koehler, Individually

Patricia B. Koehler
Patricia B. Koehler, Individually

EXHIBIT A (Page 2 of 3)

Description of property owned by James H. Koehler and wife, Evelyn Cohea Koehler.

All of Section 21, Township 2 South, Range 9 West, of the Chickasaw Meridian, DeSoto County, Mississippi, containing 641.80 acres, more or less;

LESS AND EXCEPT the following described tracts or parcels of land as follows:

Parcel 1. A 200 X 400 foot lot conveyed to Trustees of the Liberty Hill Missionary Baptist Church by Warranty Deed of record in Book 17, Page 333, Chancery Clerk's office, Desoto County, Mississippi.

Parcel 2. A 200 X 400 foot lot conveyed to the Trustees of the Lake Cormorant Colored Baptist Church Burial Association by Warranty Deed of record in Book 21, Page 540, said Clerk's Office.

Parcel 3. A lot or parcel of land conveyed to the Texas Gas Transmission Company, described as: Beginning at a point in the west line of said Section 21, 1130.5 feet south of the northwest corner of said Section 21; thence east 50 feet; thence south 50 feet; thence west 50 feet; thence north 50 feet to the point of beginning, containing .06 acres and located 109.5 feet north of Parcel No. 4.

Parcel 4. A tract or parcel of land conveyed to the said Texas Gas Transmission Company, described as follows: Beginning at a point in the west line of said Section 21, 1290 feet south of the northwest corner of said section; thence south 83 degrees 57 minutes east 702.62 feet to an auto axle; thence south 1 degree 05 minutes west, 813.5 feet to an iron pipe; thence south 43 degrees 12 minutes west 203.1 feet to a machine bolt; thence south 22 degrees 53 minutes west 245 feet to a machine bolt; thence south 41 degrees 51 minutes west 184.55 feet to a machine bolt; thence north 88 degrees 55 minutes west 68.25 feet to the center line of a road; thence north 1 degree 05 minutes east 1623.4 feet to the point of beginning, containing 20.9 acres more or less.

Parcel 5. A tract of land beginning at a point 1290 feet south 1 degree 05 minutes west of the northwest corner of Section 21; thence north 1 degree 05 minutes east 225 feet to a point; thence south 88 degrees 58 minutes east 320 feet to a point; thence south 1 degree 05 minutes west 242.81 feet to a point; thence north 83 degrees 57 minutes west 321.20 feet to the point of beginning, and containing 1.61 acres more or less.

Parcel 6. 344.68 acres more or less, described as follows: Beginning at a point on the north line of Section 21, north 84 degrees 30 minutes 00 seconds east, 4067.65 feet from the northwest corner of said Section 21; thence south 53 degrees 24 minutes 42 seconds east, 65.71 feet; thence south 85 degrees 39 minutes 50 seconds east 124.27 feet; thence south 52 degrees 20 minutes 59 seconds east 92.64 feet; thence 07 degrees 07 minutes 26 seconds east, 155.53 feet; thence south 21 degrees 30 minutes 05 seconds west, 1119.27 feet; thence south 10 degrees 16 minutes 40 seconds west, 88.52 feet; thence south 50 degrees 35 minutes 21 seconds east, 99.10 feet; thence south 17 degrees

Signed for Identification:

KOEHLER FARMS, A PARTNERSHIP

J. Herman Koehler
J. Herman Koehler, Managing Partner
& Individually

Carl Thomas Koehler
Carl Thomas Koehler, Individually

Evelyn Cohea Koehler
Evelyn Cohea Koehler, Individually

Patricia B. Koehler
Patricia B. Koehler, Individually

EXHIBIT A (Page 3 of 3)

36 minutes 18 seconds east, 27.04 feet; thence south 25 degrees 46 minutes 13 seconds west, 390.65 feet; thence south 45 degrees 48 minutes 44 seconds west, 153.27 feet; thence south 09 degrees 33 minutes 22 seconds west, 102.82 feet; thence south 00 degrees 03 minutes 36 seconds west, 289.97 feet; thence south 18 degrees 19 minutes 35 seconds west 395.52 feet; thence south 13 degrees 00 minutes 29 seconds west 228.29 feet; thence south 67 degrees 47 minutes 59 seconds west, 120.95 feet; thence south 16 degrees 56 minutes 06 seconds east 243.12 feet; thence south 34 degrees 14 minutes 27 seconds west, 100.25 feet; thence south 60 degrees 52 minutes 01 seconds west, 737.50 feet; thence south 16 degrees 01 minutes 57 seconds west 578.74 feet; thence south 51 degrees 15 minutes 26 seconds west 613.50 feet; thence south 18 degrees 54 minutes 18 seconds west, 681.99 feet; thence south 19 degrees 39 minutes 33 seconds west 51.98 feet; thence south 55 degrees 04 minutes 41 seconds west, 67.96 feet; thence south 76 degrees 05 minutes 37 seconds west, 116.76 feet; thence south 85 degrees 02 minutes 24 seconds west, 515.14 feet; thence south 84 degrees 50 minutes 04 seconds west 631.54 feet; thence north 05 degrees 24 minutes 55 seconds west, 2359.95 feet along the west line of Section 21; thence north 84 degrees 39 minutes 11 seconds east 71.67 feet; thence north 45 degrees 32 minutes 38 seconds east 367.13 feet; thence north 35 degrees 25 minutes 11 seconds east, 184.55 feet; thence north 16 degrees 27 minutes 11 seconds east, 245.00 feet; thence north 36 degrees 46 minutes 11 seconds east, 203.10 feet; thence north 05 degrees 20 minutes 49 seconds west, 813.62 feet; thence south 89 degrees 40 minutes 43 seconds west, 381.42 feet; thence north 05 degrees 17 minutes 11 seconds west, 352.40 feet; thence south 84 degrees 41 minutes 41 seconds west, 327.10 feet; thence north 05 degrees 24 minutes 55 seconds west, 746.58 feet along the west line of Section 21; thence north 84 degrees 30 minutes 00 seconds east, 130.66 feet; thence north 05 degrees 24 minutes 55 seconds west, 225.00 feet; thence north 84 degrees 30 minutes 00 seconds east, 458.93 feet; thence south 05 degrees 30 minutes 00 seconds east, 300.00 feet; thence north 84 degrees 30 minutes 00 seconds east, 179.56 feet; thence north 05 degrees 30 minutes 00 seconds west, 300 feet; thence north 84 degrees 30 minutes 00 seconds east 141.96 feet; thence south 05 degrees 30 minutes 00 seconds east, 300.00 feet; thence north 84 degrees 30 minutes 00 seconds east, 144.20 feet; the north 05 degrees 30 minutes 00 seconds west, 300 feet; thence north 84 degrees 30 minutes 00 seconds east, 3012.34 feet along the north line of Section 21 to the point of beginning, containing 344.60 acres more or less.

Parcel 7. A tract of land containing 5.12 acres, more or less, described as follows: Beginning at the northwest corner of Section 21, Township 2 South, Range 9 West; thence north 84 degrees 30 minutes 00 seconds east along the north line of said Section 21, 3723.83 feet; thence south 05 degrees 30 minutes 00 seconds east 1713.54 feet to the point of beginning of this parcel; thence north 77 degrees 12 minutes 31 seconds east, 807.34 feet; thence south 03 degrees 32 minutes 17 seconds east, 254.59 feet; thence south 77 degrees 12 minutes 31 seconds west, 966.73 feet; thence north 25 degrees 46 minutes 13 seconds east, 321.36 feet to the point of beginning.

Signed for Identification:

KOEHLER FARMS, A PARTNERSHIP

J. Herman Koehler
J. Herman Koehler, Managing Partner
& Individually

Carl Thomas Koehler
Carl Thomas Koehler, Individually

Evelyn Cohea Koehler
Evelyn Cohea Koehler, Individually

Patricia B. Koehler
Patricia B. Koehler, Individually

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), rules, regulations, orders, permits, licenses, ordinances, judgments, or decrees of all governmental authorities (whether federal, state, local 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, soils 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, attorney's fees and expenses, including all attorney's 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 from the date of 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 successor 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 "Debtors" 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.

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) hereon 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.

IN TESTIMONY WHEREOF, witness the signature of Grantor and Debtor on this the day, month and year first above written.

Koehler Farms, A Partnership

By: J. Herman Koehler, Managing Partner
Individually

Carl Thomas Koehler, Individually

Evelyn Cohea Koehler, Individually

Patricia B. Koehler, Individually

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF MISSISSIPPI

COUNTY OF TATE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16th day of March, 1995, within my jurisdiction, the within named J. Herman Koehler, Evelyn Cohea Koehler, Patricia B. Koehler, and Carl Thomas Koehler who acknowledged that they executed the above and foregoing instrument.

Given under my hand and official seal.

My Commission Expires: 03/31/1997

Carly M. J. [Signature]

NOTARY PUBLIC

(AFFIX OFFICIAL SEAL)

EXHIBIT B

INDEXING INSTRUCTION

This Document should be Indexed Under the Checked Quarter Quarter Sections.

Section 24 Township 25 Range 10W County DeSoto State MS

NW/4				NE/4				SW/4				SE/4			
NW/4	NE/4	SW/4	SE/4	NW/4	NE/4	SW/4	SE/4	NW/4	NE/4	SW/4	SE/4	NW/4	NE/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"/>									

Other: _____

Section 19 Township 25 Range 9W County DeSoto State MS

NW/4				NE/4				SW/4				SE/4			
NW/4	NE/4	SW/4	SE/4	NW/4	NE/4	SW/4	SE/4	NW/4	NE/4	SW/4	SE/4	NW/4	NE/4	SW/4	SE/4
<input checked="" type="checkbox"/>	<input type="checkbox"/>														

Other: _____

Section 24 Township 25 Range 10W County DeSoto State MS

NW/4				NE/4				SW/4				SE/4			
NW/4	NE/4	SW/4	SE/4	NW/4	NE/4	SW/4	SE/4	NW/4	NE/4	SW/4	SE/4	NW/4	NE/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"/>									

Other: _____

Section 21 Township 25 Range 9W County DeSoto State MS

NW/4				NE/4				SW/4				SE/4			
NW/4	NE/4	SW/4	SE/4	NW/4	NE/4	SW/4	SE/4	NW/4	NE/4	SW/4	SE/4	NW/4	NE/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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

Other: _____

This instrument prepared by: First South Production Credit Association
P. O. Box 29
Oxford, MS 38655

Phone Number: (601) 234-5015