



BOOK 758 PAGE 655

Land Deed of Trust

STATE OF MISSISSIPPI

THIS INDENTURE, made and entered into this day by and between Apr 25 9 13 AM '95

PLANTATION DEVELOPERS, INC.

BK 758 PG 655

W.E. DAVIS CH. CLK.
by: P. D. Dickey ec

whose address is PO BOX 279 HOLLY SPRINGS
(Street No. or RFD No. and Box) (City)

MARSHALL MS, as Grantor (herein designated as "Debtor"), and
(County) (State)

T. HARRIS COLLIER III

as Trustee, and Trustmark National Bank

HERNANDO, Mississippi as Beneficiary

(herein designated as "Secured Party"), WITNESSETH:

WHEREAS, Debtor is indebted to Secured Party in the full sum of _____

Seven Hundred Seventy Thousand And 00/100

Dollars (\$ 770,000.00) evidenced by 1 promissory note of even date herewith
in favor of Secured Party, bearing interest from _____ DATE _____ at the rate specified in the note
providing for payment of attorney's fees for collection if not paid according to the terms thereof and being due and
payable as set forth below:

DUE AND PAYABLE ON OR BEFORE 360 DAYS.

CANCELLED BY AUTHORITY, RECORDED IN BOOK

1199 PAGE 541

THIS 28 DAY OF March, 2000

WE Davis by R
CHANCERY CLERK

WHEREAS, Debtor desires to secure prompt payment of (a) the indebtedness described above according to its terms and any extensions thereof, (b) any additional and future advances with interest thereon which Secured Party may make to Debtor as provided in Paragraph 1, (c) any other indebtedness which Debtor may now or hereafter owe to Secured Party as provided in Paragraph 2 and (d) any advances with interest which Secured Party may make to protect the property herein conveyed as provided in Paragraphs 3, 4, 5 and 6 (a, b, c, d) being herein referred to as the "Indebtedness").

NOW THEREFORE, in consideration of the existing and future indebtedness herein recited, Debtor hereby conveys and warrants unto Trustee the land described below situated in the

City of _____ County of DESOTO State of Mississippi:

SEE EXHIBIT "A"

CLERK'S SCHEDULE OF PARTIAL RELEASES OF DEED OF TRUST RECORDED IN
 BOOK 758, PAGE 655

Subdivision The Plantation Sec. _____ PlatBk/Pg 36/22-41
 LOCATED IN _____
 SECTION _____, TOWNSHIP _____, RANGE _____

LOT NO.	PARTIAL RELEASE BOOK	PAGE	DATE FILED	W. E. DAVIS, CLERK BY: (INITIALS)
106 Sec A	771	578	7-12-95	P. Starkey oc
205 Sec F	777	697	8-16-95	P. Starkey oc
290 Sec I	777	698	8-16-95	P. Starkey oc
187 Sec F	780	158	8-30-95	P. Starkey oc
204 " "	781	52	9-5-95	m. Sawyer D.C.
75 Sec A	781	53	9-5-95	m. Sawyer D.C.
292 Sec I	781	54	9-5-95	m. Sawyer D.C.
73- Sec A	785	227	9-27-95	P. Starkey oc
291 Sec I	785	226	9-27-95	P. Starkey oc
83 Sec A	793	401	11-6-95	P. Starkey oc
298 Sec K	795	133	11-15-95	P. Starkey oc
299 " "	798	677	12-8-95	B. Cleveland &
201 Sec F	815	418	3-13-96	B. Cleveland &
296 Sec K	833	475	6-5-96	m. J. D.C.
289 Sec I	833	478	6-5-96	m. J. D.C.
202 Sec F	836	791	6-20-96	P. Starkey oc
216 Sec G	836	791	6-20-96	P. Starkey oc
217 Sec G	836	791	6-20-96	P. Starkey oc
222 Sec G	836	791	6-20-96	P. Starkey oc
286 Sec I	836	791	6-20-96	P. Starkey oc
285 Sec I	843	306	7-18-96	B. Cleveland
211 Sec H	849	394	8-15-96	B. Cleveland
284 Sec I	876	148	12-18-96	B. Cleveland
295 Sec K	877	647	12-27-96	P. Starkey oc
212 Sec M	879	627	1-7-97	B. Cleveland
287 Sec I	906	296	5-13-97	B. Cleveland
294 Sec G	908	475	5-22-97	B. Cleveland
213 Sec H	908	475	5-22-97	B. Cleveland
214 Sec H	908	475	5-22-97	B. Cleveland
288 Sec I	982	23	3-24-98	J. Davis oc

together with all improvements and appurtenances now or hereafter erected on, and all fixtures of any and every description now or hereafter attached to, said land (all being herein referred to as the "Property"). Notwithstanding any provision in this agreement or in any other agreement with Secured Party, the Secured Party shall not have a non-possessory security interest in and its Collateral or Property shall not include any household goods (as defined in Federal Reserve Board Regulation AA, Subpart B), unless the household goods are identified in a security agreement and are acquired as a result of a purchase money obligation. Such household goods shall only secure said purchase money obligation (including any refinancing thereof).

THIS CONVEYANCE, HOWEVER, IS IN TRUST to secure prompt payment of all existing and future indebtedness due by Debtor to Secured Party under the provisions of this Deed of Trust. If Debtor shall pay said indebtedness promptly when due and shall perform all covenants made by Debtor, then this conveyance shall be void and of no effect. If Debtor shall be in default as provided in Paragraph 9, then, in that event, the entire indebtedness, together with all interest accrued thereon, shall, at the option of Secured Party, be and become at once due and payable without notice to Debtor, and Trustee shall, at the request of Secured Party, sell the Property conveyed, or a sufficiency thereof, to satisfy the indebtedness at public outcry to the highest bidder for cash. Sale of the property shall be advertised for three consecutive weeks preceding the sale in a newspaper published in the county where the Property is situated, or if none is so published, then in some newspaper having a general circulation therein, and by posting a notice for the same time at the courthouse of the same county. The notice and advertisement shall disclose the names of the original debtors in this Deed of Trust. Debtors waive the provisions of Section 89-1-55 of the Mississippi Code of 1972 as amended, if any, as far as this section restricts the right of Trustee to offer at sale more than 160 acres at a time, and Trustee may offer the property herein conveyed as a whole, regardless of how it is described.

If the Property is situated in two or more counties, or in two judicial districts of the same county, Trustee shall have full power to select in which county, or judicial district, the sale of the property is to be made, newspaper advertisement published and notice of sale posted, and Trustee's selection shall be binding upon Debtor and Secured Party. Should Secured Party be a corporation or an unincorporated association, then any officer thereof may declare Debtor to be in default as provided in Paragraph 9 and request Trustee to sell the Property. Secured Party shall have the same right to purchase the property at the foreclosure sale as would a purchaser who is not a party to this Deed of Trust.

IT IS AGREED that this conveyance is made subject to the covenants, stipulations and conditions set forth below which shall be binding upon all parties hereto.

1. This Deed of Trust shall also secure all future and additional advances which Secured Party may make to Debtor from time to time upon the security herein conveyed. Such advances shall be optional with Secured Party and shall be on such terms as to amount, maturity and rate of interest as may be mutually agreeable to both Debtor and Secured Party. Any such advance may be made to any one of the Debtors should there be more than one, and if so made, shall be secured by this Deed of Trust to the same extent as if made to all Debtors.

2. This Deed of Trust shall also secure any and all other indebtedness of Debtor due to Secured Party with interest thereon as specified, or of any one of the Debtors should there be more than one, whether direct or contingent, primary or secondary, sole, joint or several, now existing or hereafter arising at any time before cancellation of this Deed of Trust. Such indebtedness may be evidenced by note, open account, overdraft, endorsement, guaranty or otherwise.

3. Debtor shall keep all improvements on the land herein conveyed insured against fire, all hazards included within the term "extended coverage", flood in areas designated by the U.S. Department of Housing and Urban Development as being subject to overflow and such other hazards as Secured Party may reasonably require in such amounts as Debtor may determine but for not less than the indebtedness secured by this Deed of Trust. All policies shall be written by reliable insurance companies acceptable to Secured Party, shall include standard loss payable clauses in favor of Secured Party and shall be delivered to Secured Party. Debtor shall promptly pay when due all premiums charged for such insurance, and shall furnish Secured Party the premium receipts for inspection. Upon Debtor's failure to pay the premiums, Secured Party shall have the right, but not the obligation, to pay such premiums. In the event of a loss covered by the insurance in force, Debtor shall promptly notify Secured Party who may make proof of loss if timely proof is not made by Debtor. All loss payments shall be made directly to Secured Party as loss payee who may either apply the proceeds to the repair or restoration of the damaged improvements or to the indebtedness of Debtor, or release such proceeds in whole or in part to Debtor.

4. Debtor shall pay all taxes and assessments, general or special, levied against the Property or upon the interest of Trustee or Secured Party therein, during the term of this Deed of Trust before such taxes or assessments become delinquent, and shall furnish Secured Party the tax receipts for inspection. Should Debtor fail to pay all taxes and assessments when due, Secured Party shall have the right, but not the obligation, to make these payments.

5. Debtor shall keep the Property in good repair and shall not permit or commit waste, impairment or deterioration thereof. Debtor shall use the Property for lawful purposes only. Secured Party may make or arrange to be made entries upon and inspections of the Property after first giving Debtor notice prior to any inspection specifying a just cause related to Secured Party's interest in the Property. Secured Party shall have the right, but not the obligation, to cause needed repairs to be made to the Property after first affording Debtor a reasonable opportunity to make the repairs.

Should the purpose of the primary indebtedness for which this Deed of Trust is given as security be for construction of improvements on the land herein conveyed, Secured Party shall have the right to make or arrange to be made entries upon the Property and inspections of the construction in progress. Should Secured Party determine that Debtor is failing to perform such construction in a timely and satisfactory manner, Secured Party shall have the right, but not the obligation, to take charge of and proceed with the construction at the expense of Debtor after first affording Debtor a reasonable opportunity to continue the construction in a manner agreeable to Secured Party.

6. Any sums advanced by Secured Party for insurance, taxes, repairs or construction as provided in Paragraphs 3, 4 and 5 shall be secured by this Deed of Trust as advances made to protect the Property and shall be payable by Debtor to Secured Party, with interest at the rate specified in the note representing the primary indebtedness, within thirty days following written demand for payment sent by Secured Party to Debtor by certified mail. Receipts for insurance premiums, taxes and repair or construction costs for which Secured Party has made payment shall serve as conclusive evidence thereof.

7. As additional security Debtor hereby assigns to Secured Party all rents accruing on the Property. Debtor shall have the right to collect and retain the rents as long as Debtor is not in default as provided in Paragraph 9. In the event of default, Secured Party in person, by an agent or by a judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and collect the rents. All rents so collected shall be applied first to the costs of managing the Property and collecting the rents, including fees for a receiver and an attorney, commissions to rental agents, repairs and other necessary related expenses and then to payments on the indebtedness.

8. If all or any part of the Property, or an interest therein, is sold or transferred by Debtor, excluding (a) the creation of a lien subordinate to this Deed of Trust, (b) a transfer by devise, by descent or by operation of law upon the death of a joint owner or (c) the grant of a leasehold interest of three years or less not containing an option to purchase, Secured Party may declare all the indebtedness to be immediately due and payable. Secured Party shall be deemed to have waived such option to accelerate if, prior or subsequent to the sale or transfer, Secured Party and Debtor's successor in interest reach agreement in writing that the credit of such successor in interest is satisfactory to Secured Party and that the successor in interest will assume the indebtedness so as to become personally liable for the payment thereof. Upon Debtor's successor in interest executing a written assumption agreement accepted in writing by Secured Party, Secured Party shall release Debtor from all obligations under the Deed of Trust and the indebtedness.

If the conditions resulting in a waiver of the option to accelerate are not satisfied, and if Secured Party elects not to exercise such option then any extension or modification of the terms of repayment from time to time by Secured Party shall not operate to release Debtor or Debtor's successor in interest from any liability imposed by this Deed of Trust or by the indebtedness.

If Secured Party elects to exercise the option to accelerate, Secured Party shall send Debtor notice of acceleration by certified mail. Such notice shall provide a period of thirty days from the date of mailing within which Debtor may pay the indebtedness in full. If Debtor fails to pay such indebtedness prior to the expiration of thirty days, Secured Party may, without further notice to Debtor, invoke any remedies set forth in this Deed of Trust.

Lots 1, 6, 49, 73, 75, 83 and 106, Section "A", The Plantation, Phase I, in Sections 22 and 27, Township 1 South, Range 6 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 36, Pages 33-41 in the office of the Chancery Clerk of DeSoto County, Mississippi.

AND

Lot 128, Phase I, Section "C", The Plantation, in Section 22, Township 1 South, Range 6 West, DeSoto County, Mississippi, as recorded in Plat Book 38, pages 36-37 in the office of the Chancery Clerk of DeSoto County, Mississippi.

AND

Lots 187, 201, 202, 204 and 205, Section "F", The Plantation, located in Section 22, Township 1 South, Range 6 West, DeSoto County, Mississippi, as recorded in Plat Book 43, Page 34 in the office of the Chancery Clerk of DeSoto County, Mississippi.

AND

Lots 211, 212, 213, 214, 216, 217 and 222, Section "G", The Plantation, Phase I, located in Section 22, Township 1 South, Range 6 West, DeSoto County, Mississippi, as recorded in Plat Book 47, Page 15 in the office of the Chancery Clerk of DeSoto County, Mississippi.

AND

Lots 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291 and 292, Section "I", The Plantation, located in Section 22, Township 1 South, Range 6 West, DeSoto County, Mississippi, as recorded in Plat Book 48, Page 28, in the office of the Chancery Clerk of DeSoto County, Mississippi.

AND

Lot 294, Section "J", The Plantation, located in Section 22, Township 1 South, Range 6 West, DeSoto County, Mississippi, as recorded in Plat Book 48, Page 26 in the office of the Chancery Clerk of DeSoto County, Mississippi.

AND

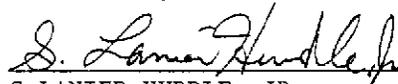
Part of the Northeast Quarter of the Southwest Quarter of Section 22, Township 1, Range 6 West, City of Olive Branch, DeSoto County, Mississippi.

Commencing at the Northwest Corner of Section 22 and run thence South 01 degrees 22 minutes 28 seconds West with the West boundary of said Section 2632.89 feet to the South right of way of a Railroad; thence South 88 degrees 50 minutes 47 seconds East with said right of way 2035.64 feet to the point of beginning.

Run thence South 88 degrees 50 minutes 47 seconds East with said right of way 279.73 feet; thence South 33 degrees 10 minutes 47 seconds East 135.53 feet; thence South 06 degrees 01 minutes 16 seconds East 204.15 feet; thence South 53 degrees 59 minutes 09 seconds West 20.00 feet; thence South 46 degrees 59 minutes 24 seconds West 298.73 feet; thence South 74 degrees 32 minutes 31 seconds West 100.09 feet to the East Right of Way of a proposed Street; thence around a curve to the left with said Right of Way through a central angle of 06 degrees 32 minutes 32 seconds an arc distance of 53.67 feet, a radius of 470.00 feet and a chord bearing of South 21 degrees 02 minutes 26 seconds East with a distance of 53.64 feet; thence South 24 degrees 18 minutes 43 seconds East with said right of way 82.83 feet; thence South 69 degrees 07 minutes 19 seconds West with said right of way 60.11 feet; thence North 17 degrees 07 minutes 06 seconds West with

said right of way 79.86 feet; thence around a curve to the right with said right of way through a central angle of 25 degrees 27 minutes 56 seconds an arc distance of 231.12 feet, a radius of 520.00 feet and a chord bearing of North 11 degrees 34 minutes 45 seconds West with a distance of 229.22 feet; thence North 01 degrees 09 minutes 13 seconds East with said Right of Way 50.78 feet; thence around a curve to the right with said Right of Way through a central angle of 57 degrees 37 minutes 05 seconds an arc distance of 171.78 feet, a radius of 170.82 feet and a chord bearing of North 29 degrees 58 minutes 33 seconds East with a distance of 164.64 feet; thence North 14 degrees 15 minutes 18 seconds West 223.89 feet to the point of beginning. Containing 4.02 acres more or less.

SIGNED FOR IDENTIFICATION ON THIS THE 21ST DAY OF APRIL, 1995.


S LANIER HURDLE, JR.

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9. Debtor shall be in default under the provisions of this Deed of Trust if Debtor (a) shall fail to comply with any of Debtor's covenants or obligations contained herein, (b) shall fail to pay any of the indebtedness secured hereby, or any installment thereof or interest thereon, as such indebtedness, installment or interest shall be due by contractual agreement or by acceleration, (c) shall become bankrupt or insolvent or be placed in receivership, (d) shall, if a corporation, a partnership or an unincorporated association, be dissolved voluntarily or involuntarily, or (e) if Secured Party in good faith deems itself insecure and its prospect of repayment seriously impaired.

10. Secured Party may at any time, without giving formal notice to the original or any successor Trustee, or to Debtor, and without regard to the willingness or inability of any such Trustee to execute this trust, appoint another person or succession of persons to act as Trustee, and such appointee in the execution of this trust shall have all the powers vested in and obligations imposed upon Trustee. Should Secured Party be a corporation or an unincorporated association, then any officer thereof may make such appointment.

11. Each privilege, option or remedy provided in this Deed of Trust to Secured Party is distinct from every other privilege, option or remedy contained herein or afforded by law or equity, and may be exercised independently, concurrently, cumulatively or successively by Secured Party or by any other owner or holder of the indebtedness. Forbearance by Secured Party in exercising any privilege, option or remedy after the right to do so has accrued shall not constitute a waiver of Secured Party's right to exercise such privilege, option or remedy in event of any subsequent accrual.

12. The words "Debtor" or "Secured Party" shall each embrace one individual, two or more individuals, a corporation, a partnership or an unincorporated association, depending on the recital herein of the parties to this Deed of Trust. The covenants herein contained shall bind, and the benefits herein provided shall inure to, the respective legal or personal representatives, successors or assigns of the parties hereto subject to the provisions of Paragraph 8. If there be more than one Debtor, then Debtor's obligations shall be joint and several. Whenever in this Deed of Trust the context so requires, the singular shall include the plural and the plural the singular. Notices required herein from Secured Party to Debtor shall be sent to the address of Debtor shown in this Deed of Trust.

IN WITNESS WHEREOF, Debtor has executed this Deed of Trust on the 21st day of April, 1995.

CORPORATE, PARTNERSHIP OR ASSOCIATION SIGNATURE
PLANTATION DEVELOPERS, INC.
Name of Debtor
By S. Lanier Hurdle, Jr., Pres.
S. LANIER HURDLE, JR., Title
PRESIDENT
Attest: _____
Title

INDIVIDUAL SIGNATURES

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF MISSISSIPPI
COUNTY OF _____

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named

who acknowledged that _____ signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal of office, this the _____ day of _____, 19 _____

My Commission Expires _____

Notary Public

4400 pc
Archer

CORPORATE, PARTNERSHIP OR ASSOCIATION ACKNOWLEDGEMENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, _____

S. LANIER HURDLE, JR., PRESIDENT

(Name and Title)

(Name and Title)

(Name and Title)

(Name and Title)

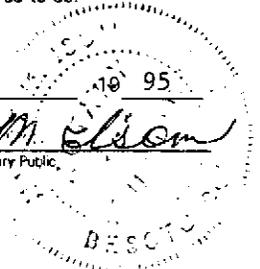
respectively of Debtor, the above named PLANTATION DEVELOPERS, INC.

a corporation — a partnership — an unincorporated association, who acknowledged that for and on its behalf, He signed, sealed and delivered the foregoing Deed of Trust on the day and year therein mentioned as its act and deed, being first duly authorized so to do.

Given under my hand and official seal of office, this the 21st day of April

My Commission Expires MY COMMISSION EXPIRES 12-18-95

Danny M. Elson
Notary Public



Prepared by:
Trustmark National Bank
P. O. Box 489
Olive Branch, MS 38654
601-895-4775

LAND DEED OF TRUST

from _____
to _____
Trustee _____

Filed for Record _____, 19____
at _____ o'clock _____ M.
Clerk _____

STATE OF MISSISSIPPI
Chancery Court
County: Desoto

I certify that this Deed of Trust was filed for record
in my office at _____ o'clock _____ M., on
the _____ day of _____, 19____
and was duly recorded the _____ day of
_____, 19____, on page _____

Book No. _____ in my office.
Witness my hand and seal of office, this _____
day of _____, 19____
Clerk _____
D. C. _____