

ROBERT L. WOODS AND H. H. HAWKS, A/K/A HUBERT H. HAWKS, AS JOINT DEBTORS to FIRST STATE BANK, Holly Springs, Mississippi
 In consideration of \$10.00 in hand paid WE convey and warrant to WILLIAM G. KEMP trustee, the following described property in DeSoto County, State of MISSISSIPPI, to-wit:
SEE EXHIBIT(S) ATTACHED HERETO AND MADE A PART HEREOF
 This is a first deed of trust on the above described property, except NONE

STATE OF MISSISSIPPI - DESOTO CO.

MAR 20 10 58 AM '97

In trust for the following purposes:

I. (A) To secure the payment of the following note or notes from
 ROBERT L. WOODS AND H. H. HAWKS, A/K/A HERBERT H. HAWKS of P. O. BOX 5067, HOLLY SPRINGS, MS 38635
 in favor of FIRST STATE BANK, (Hereinafter called the bank) Holly Springs, MS, dated MARCH 6, 1997 and due as follows: BK 894 PG 69
 (\$ 157,349.30) \$157,349.30 * * * * * W.E. DAVIS CH. CLK.
 due MARCH 6, 1998 bearing interest at the rate of 8.750 per
 cent per annum from MARCH 6, 1997 together with attorney's fees as therein provided.

If checked, the above referenced interest rate is variable and may change in accordance with the terms of the note or notes secured by this instrument.

If checked, this Deed of Trust includes an Adjustable Rate Rider, executed of even date herewith, which said Rider is attached hereto and incorporated herein by reference, as though fully copied and set forth at length herein in words and in figures. It may also include any other Riders which may be attached hereto, with the same import and effect.

(B) Also any other indebtedness heretofore, now, or hereafter contracted with either the said bank or the holder of the above described note or notes by the maker or makers of the above described note or notes or the grantor or grantors of this Deed of Trust, whether such indebtedness be evidenced by note, open account, overdraft or any other manner whatsoever, including also any indebtedness of any maker or grantor made as joint maker, surety, endorser, or guarantor.

(C) Also any amount paid out or contracted to be paid by the said bank or holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract, to bear interest at the note rate from date made, and due on demand.

(D) Also to secure any renewal or extension of all or any part of any of the above described indebtedness, and the performance and fulfillment of all the obligations, agreements, and covenants of this trust and contract.

II. The Maker or Makers of the note or notes described in I (A) above, and/or the Grantor or Grantors agree and bind themselves as follows: to promptly fulfill and comply with all the terms and conditions expressed and provided for in the notes secured hereby; to pay all expenses and costs in any way incident to this trust deed; to keep said property free from all construction, materialman's and/or tax liens of every kind; to keep the improvements thereon in reasonable repair and not permit waste of said property; to keep the improvements thereon fully insured in acceptable companies against loss by wind, flood, and fire, payable in the event of loss to the owner or owners of said indebtedness as their interests may appear.

III. All payments made as well as the proceeds of all property described in this deed of trust and all collaterals held by said bank (or the holder of the indebtedness secured by this deed of trust) whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said bank or the holder of the indebtedness described in this deed of trust, as well as the proceeds of the same may be applied by said bank or holder of the indebtedness secured by this deed of trust as they deem to their best interest and at their election.

IV. If said maker or makers and/or grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in the maker's or grantor's possession; or if the maker or grantors, or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sale to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated, at the discretion of the Trustee. Out of the proceeds of the sale the Trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable Trustee's fee and the expenses of executing this trust.

V. The owner or owners of said indebtedness, whether they be the original owner or owners by assignment, may, whenever they deem fit, appoint a Trustee in place of the one herein named, or any subsequent Trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed Trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and such substituted Trustee shall have all the powers of said original Trustee.

VI. All future or subsequent advances, of whatever kind, and whenever made by Bank to any person, for any purpose, secured by this collateral, or for purposes of protecting this collateral, shall be absolutely superior to any and all advances made by any junior lienholder to grantors, irrespective of when made by such junior lienholder, unless and until any such junior lienholder notifies Bank in writing of its claim to a lien and then receives written acknowledgment by Bank of the existence of such junior lien.

RLW AMN

VII. Bank may, but is not obligated to, extend and/or renew the indebtedness secured by this Deed of Trust. In the event that Bank does extend and/or renew such indebtedness, or any portion thereof, then the maturity date of such indebtedness will also be extended. In such event, this Deed of Trust shall continue to secure all such extensions and/or renewals of indebtedness, as well as any additional advances by bank against this collateral, the final maturity of which shall be not later than 0 years from the date hereof, e.g. 0. In the event of such renewal, extension or additional advances beyond the initial maturity of the note or notes described in Paragraph I (A), it shall not be necessary that new or additional Deeds of Trust be executed or recorded, it being the express intention of the parties that this Deed of Trust shall constitute the security for same and serve as record notice of the same to a point in time three (3) years beyond the final maturity set forth above.

VIII. (A) 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, Bank may declare all the indebtedness to be immediately due and payable. Bank shall be deemed to have waived such option to accelerate if, prior or subsequent to the sale or transfer, Bank and Debtor's successor in interest reach agreement in writing that the credit of such successor in interest is satisfactory to Bank and that the successor in interest will assume the indebtedness so as to become personally liable for the payment thereof.

(B) If the conditions resulting in a waiver of the option to accelerate are not satisfied, and if Bank elects not to exercise such option, then any extension or modification of the terms of repayment from time to time by Bank 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.

(C) If Bank elects to exercise the option to accelerate, Bank shall send Debtor notice of acceleration by certified mail to the Debtor's last known address. 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, Bank may, without any further notice to Debtor, invoke any remedies set forth in this Deed of Trust.

IX. This deed of trust is given and taken in renewal and extension of a deed of trust dated the 8TH day of FEBRUARY, 1994 and recorded in Book 689 page 527 deed records DESOTO County, MISSISSIPPI, and is in no way intended to void the said deed of trust or impair the security thereof.

Witness OUR signature this the 6TH day of MARCH, 1997

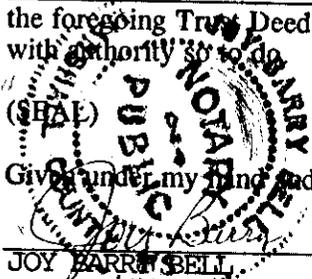
Robert L. Woods
ROBERT L. WOODS

H. H. Hawks
H. H. HAWKS, a/k/a HUBERT W. HAWKS

STATE OF MISSISSIPPI
County of MARSHALL

Personally appeared before me, the undersigned authority, in and for said County and State, the above named ROBERT L. WOODS AND H. H. HAWKS, A/K/A HUBERT H. HAWKS, AS JOINT DEBTORS who acknowledged that signed and delivered the foregoing Trust Deed on the date named.

Personally appeared before me, the undersigned authority, in and for said County and State, the above named ROBERT L. WOODS AND H. H. HAWKS, A/K/A HERBERT H. HAWKS who acknowledged that signed and delivered the foregoing Trust Deed on the date named for and on behalf of



Given under my hand and seal of office this the 6TH day of MARCH, 1997

Joy Barron Bell Notary Public

Commission expires JUNE 25, 1998

Section: 34
Township: 3 SOUTH
Range: 6 WEST
Quarter-Quarter Section:

XX The Quarter-Quarter Section or governmental lot cannot feasibly be determined.

RLW HHH

TRACT 1: THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI. LESS AND EXCEPT: FROM THE ABOVE DESCRIBED TRACT THE FOLLOWING PROPERTIES, TO-WIT: (1) PROPERTY CONVEYED TO DAVID R. WATTS BY QUITCLAIM DEED FROM H.H. HAWKS DATED MARCH 17, 1981, AND BEING RECORDED IN DEED BOOK 153, PAGE 431 IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI. (2) PROPERTY CONVEYED TO JOE N. PLUNK BY DEED FROM H.H.HAWKS DATED MARCH 17, 1981, AND BEING RECORDED IN DEED BOOK 153, PAGE 429 IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI. (3) PROPERTY CONVEYED TO EDDIE WOODS, ET UX, BY DEED FROM M.F.HARRIS, JR., DATED 26TH DAY OF JANUARY, 1975, AND BEING RECORDED IN DEED BOOK 138, PAGE 722, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI AND TO WHICH REFERENCE IS HEREBY MADE.

TRACT II: BEGINNING AT A STAKE IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 3, RANGE 6; THENCE EAST 1,000 FEET TO A STAKE IN THE CENTER OF THE NEW OXFORD ROAD; THENCE NORTH 170.00 FEET ALONG THE LINE OF THE NEW OXFORD ROAD; THENCE NORTHWEST 1,452.00 FEET ALONG THE LINE OF THE NEW OXFORD ROAD TO A STAKE ON THE SECTION LINE; THENCE SOUTH 1320.00 FEET ALONG THE SECTION LINE TO THE PLACE OF BEGINNING, BEING ALL THE LAND OWNED BY THE HUGH HUMPHRIES ESTATE LYING WEST OF THE NEW OXFORD ROAD IN SECTION 35, IN DESOTO COUNTY, MISSISSIPPI, CONTAINING 17 ACRES, MORE OR LESS. SAID PROPERTY BEING LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI.

LESS AND EXCEPT: THE FOLLOWING LOTS WHICH HAVE BEEN RELEASED FROM THE ABOVE DESCRIPTION: LOT NUMBERS 2, 8, 9, 10, 11, 12, 16, 21, 22, 24, 25, 26, 31, 32, 34, 35, 36, 37, AND 39.

SIGNED FOR IDENTIFICATION:

Robert L. Woods
ROBERT L. WOODS

H. H. Hawks
H. H. HAWKS A/K/A HUBERT H. HAWKS

STATE OF MS
COUNTY OF MARSHALL
FILED & RECORDED
97 MAR 14 PM 12:40
JOHN M. TAYLOR, JR.
CHANCERY CLERK
482-424

This instrument prepared by and return to:
First State Bank
P. O. Box 580
Holly Springs, MS 38635
(601) 252-4211

RLW HHH