

LAND DEED OF TRUST

BOOK **902** PAGE **131**

THIS INDENTURE, made and entered into this day by and between _____

Alexander & Peoples, L.L.C. A Mississippi L.L.C.

whose address is **9195 Laurel Hills W.** **Olive Branch**
(Street No. or RFD No. and Box) (City)

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

James E. Woods, P.O. Box 456, Olive Branch, MS 38654 AS TRUSTEE,
(Name) (Address)

and **BANK OF MISSISSIPPI**, of **P.O. Box 807, 8966 E. Goodman Road**
(Address)

Olive Branch, Mississippi as Beneficiary

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

WHEREAS, Debtor is indebted to Secured Party in the full sum of ***Four Hundred Ten Thousand Dollars**

And No/100ths-----*

Dollars (\$ ***410,000.00***) evidenced by **A** promissory note(s) dated as shown below
in favor of Secured Party, bearing interest from **Date** at the rate specified in the note(s) 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:

Note dated **April 24, 1997** for ***Four Hundred Ten Thousand Dollars and**
No/100ths-----* (\$ ***410,000.00***) Dollars

due and payable as follows:

Due in full at maturity - April 24, 1998.

STATE OF MISSISSIPPI DE SOTO CO. *62*

APR 29 9 32 AM '97

BK **902** PG **131**
W.E. DAVIS CH. CLK.

WHEREAS, Debtor desires to secure prompt payment of (a) the indebtedness described above according to its terms and any renewals and 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 (all 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 attached Exhibit A...

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 nonpossessory 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 is the first lien on the above described property except _____

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.

From the proceeds of the sale Trustee shall first pay all costs of the sale including reasonable compensation to Trustee; then the Indebtedness due Secured Party by Debtor, including accrued interest and attorney's fees due for collection of the debt; and then, lastly, any balance remaining to Debtor.

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 with 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 and in such amounts as Secured Party may reasonably require. 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 the payments.

Parcel I:

A tract of land located in part of the Northwest quarter, Part of the Northeast Quarter, Part of the Southwest Quarter and Part of the Southeast Quarter of the Northwest Quarter, and in part of the Northwest Quarter, part of the northeast quarter, part of the southwest quarter, and part of the southeast quarter of the northeast quarter of Section 32, Township 1 South, Range 6 West, DeSoto County, Mississippi and as further described as follows:

Beginning at a 3/4 inch pipe (set) at the intersection of the southwest right of way of U.S. Highway No. 78 and the south right of way of Mississippi Highway No. 302 (Goodman Road) said pipe being south 00 degrees 40 minutes 36 seconds west 98.66 feet and south 89 degrees 18 minutes 00 seconds East 3348.56 feet from the northwest corner of Section 32, Township 1 South, Range 6 West; thence South 45 degrees 48 minutes 24 seconds East 123.94 feet along the southwest right of way of U.S. Highway No. 78 to a 3/4 inch pipe (set); thence south 51 degrees 08 minutes 37 seconds East 854.08 feet along said right of way to a 3/4 inch pipe (set) with a wood stake (found) 17.76 feet northeast, thence South 60 degrees 25 minutes 14 seconds West 424.07 feet to a 3/4 inch pipe (set); thence South 51 degrees 46 minutes 12 seconds West 313.77 feet to a 3/4 inch pipe (set); thence South 37 degrees 48 minutes 32 seconds West 440.20 feet to a wood stake (found); thence South 48 degrees 45 minutes 10 seconds West 115.26 feet to a wood stake (found); thence South 23 degrees 48 minutes 42 seconds East 607.99 feet to a wood stake (found); thence North 66 degrees 11 minutes 07 seconds East 95.02 feet to a wood stake (found); thence North 56 degrees 18 minutes 36 seconds East 247.68 feet to a wood stake (found); thence North 85 degrees 47 minutes 35 seconds East 914.74 feet to a 3/4 inch pipe (set); thence South 18 degrees 30 minutes 09 seconds East 594.49 feet to a 3/4 inch pipe (set); thence North 79 degrees 29 minutes 00 seconds West 511.69 feet to a 3/4 inch pipe (set); thence South 84 degrees 50 minutes 57 seconds west 764.10 feet to a wood stake (found); thence South 23 degrees 47 minutes 38 seconds east 110.29 feet to a wood stake (found); thence Southeasterly along a curve to the right having a delta angle of 24 degrees 07 minutes 18 seconds, a radius of 200.00 feet and an arc length of 84.20 feet to a wood stake (found); thence South 00 degrees 23 minutes 02 seconds West 54.48 feet to a wood stake (found); thence North 89 degrees 31 minutes 04 seconds west 50.06 feet to a wood stake (found); thence North 00 degrees 25 minutes 46 seconds East 22.91 feet to a wood stake (found); thence North 89 degrees 38 minutes 40 seconds west 244.49 feet to a wood stake (found); thence North 51 degrees 18 minutes 46 seconds West 145.79 feet to a wood stake (found); thence South 45 degrees 09 minutes 41 seconds West 159.22 feet to a wood stake (found); thence North 89 degrees 38 minutes 38 seconds West 297.81 feet to a wood stake (found); thence North 66 degrees 06 minutes 45 seconds East 88.27 feet to a wood stake (found); thence North 45 degrees 06 minutes 28 seconds East 341.48 feet to a wood stake (found); thence South 44 degrees 48 minutes 09 seconds East 130.12 feet to a wood stake (found); thence Northeasterly along a curve to the right having a delta angle of 10 degrees 14 minutes 27 seconds, a radius of 275.00 feet, and an arc length of 49.15 feet to a wood stake (found); thence North 55 degrees 20 minutes 56 seconds East 220.15 feet to a wood stake (found); thence Northeasterly along a curve to the left having a delta angle of 79 degrees 18 minutes 03 seconds a radius of 25.00 feet and an arc length of 34.60 feet to a wood stake (found); thence North 26 degrees 40 minutes 52 seconds West 445.01 feet to a wood stake (found); thence South 66 degrees 00 minutes 06 seconds West 275.17 feet to a wood stake (found); thence North 85 degrees 15 minutes 52 seconds West 95.59 feet to a wood stake (found); thence South 70 degrees 42 minutes 49 seconds West 640.76 feet to a 3/4 inch pipe (set); thence North 15 degrees 54 minutes 50 seconds East 157.21 feet to a 3/4 inch pipe (set); thence North 51 degrees 58 minutes 24 seconds East 919.70 feet to a wood stake (found); thence North 43 degrees 47 minutes 02 seconds West 149.93 feet to a wood stake (found); thence South 84 degrees 09 minutes 16 seconds West 267.00 feet to a wood stake (found); thence South 58 degrees 24 minutes 59 seconds West 618.14 feet to a fence rail (found); thence South 42 degrees 01 minutes 39 seconds West 599.49 feet to a fence rail (found); thence South 49 degrees 28 minutes 37 seconds West 412.84 feet to a fence rail (found); thence Southeasterly along a curve to the right having a delta angle of 38 degrees 26 minutes 51 seconds, a radius of 135.41 feet and an arc length of 90.86 feet to a 3/4 inch pipe (set); thence South 32 degrees 13 minutes 52 seconds East 181.22 feet to a 3/4 inch pipe (set); thence North 89 degrees 38 minutes 38 seconds West 431.33 feet to a 3/4 inch pipe (set) on a east line of Crumpler Place Subdivision, Section "D"; thence North 00 degrees 12 minutes 39 seconds East 433.22 feet along a east line of said subdivision to a "PK Nail" (set) in the centerline of Emily Lane; thence South 89 degrees

47 minutes 21 seconds East 23.33 feet to a "PK Nail" (set) in the centerline of said lane; thence North 00 degrees 12 minutes 39 seconds East 572.34 feet along a east line of said subdivision and a east line of Crumpler Place Subdivision Section "C" to a 3/4 inch pipe (set); thence North 42 degrees 34 minutes 11 seconds West 240.33 feet along the northeast line of said subdivision to a 3/4 inch pipe (set) at the southwest corner of Crumpler Place Subdivision "B"; thence North 47 degrees 25 minutes 49 seconds East 124.55 feet along a southeast line of said subdivision to a 3/4 inch pipe (set); thence southeasterly along a curve to the left being on the southwesterly line of Crystal Drive having a delta angle of 08 degrees 38 minutes 44 seconds a radius of 316.42 feet and an arc length of 47.75 feet to a 3/4 inch pipe (set); thence North 47 degrees 25 minutes 49 seconds East 184.04 feet along a southeast line of said subdivision to a 3/4 inch pipe (set); thence South 42 degrees 34 minutes 11 seconds East 7.43 feet along a southwest line of said subdivision to a 3/4 inch pipe (set); thence North 47 degrees 25 minutes 49 seconds East 328.86 feet to a southeast line of said subdivision and a southeast line of Crumpler Place Subdivision Section "A" to a 3/4 inch pipe (set); thence South 42 degrees 34 minutes 11 seconds East 445.00 feet along a southwest line of said subdivision to a 3/4 inch pipe (set); thence North 47 degrees 25 minutes 49 seconds East 579.00 feet along a southeast line of said subdivision and a southeast line of Village Shops at Crumpler Place to a 3/4 inch pipe (set) on the northeast line of Crumpler Boulevard; thence North 42 degrees 34 minutes 13 seconds West 124.85 feet along the northeast line of said Boulevard to a 3/4 inch pipe (set); thence South 89 degrees 19 minutes 45 seconds East 642.85 feet along a south line of said subdivision to a 3/4 inch pipe (set); thence North 00 degrees 40 minutes 15 seconds East 610.19 feet along an east line of said subdivision to a 3/4 inch pipe (set); thence South 89 degrees 26 minutes 31 seconds East 165.00 feet along a south line of said subdivision to a 3/4 inch pipe (set); thence North 00 degrees 40 minutes 15 seconds East 200.00 feet along an east line of said subdivision to a 3/4 inch pipe (set) on the south right of way of Mississippi Highway No. 302 (Goodman Road); thence South 89 degrees 26 minutes 31 seconds East 388.39 feet along said right of way to the point of beginning.

PARCEL II:

A tract of Land located in Part of the Southwest quarter of the Northwest Quarter of Section 32, Township 1 South, Range 8 West, DeSoto County, Mississippi, and being further described as follows:

BEGINNING AT AN IRON STAKE (FOUND) AT THE SOUTHWEST CORNER OF LOT NO. 63 OF CRUMPLER PLACE SUBDIVISION SECTION "B" (PLAT BOOK 42, PAGE 42); THENCE SOUTH 87 DEGREES 44 MINUTES 50 SECONDS EAST 80.00 FEET TO AN IRON STAKE (FOUND) AT A NORTHEAST CORNER OF CRUMPLER PLACE SUBDIVISION SECTION "C"; THENCE SOUTH 02 DEGREES 15 MINUTES 10 SECONDS WEST 290.00 FEET ALONG A WEST LINE OF SAID SUBDIVISION TO AN IRON STAKE (FOUND); THENCE SOUTH 26 DEGREES 22 MINUTES 32 SECONDS EAST 376.10 FEET ALONG A SOUTHWEST LINE OF SAID SUBDIVISION TO AN IRON STAKE (FOUND) AT A NORTHWEST CORNER OF CRUMPLER PLACE SUBDIVISION SECTION "D"; THENCE SOUTH 02 DEGREES 17 MINUTES 58 SECONDS WEST 108.47 FEET ALONG A WEST LINE OF SAID SUBDIVISION TO AN IRON STAKE (FOUND); THENCE SOUTH 17 DEGREES 00 MINUTES 10 SECONDS WEST 284.26 FEET ALONG A WEST LINE OF SAID SUBDIVISION TO AN IRON STAKE (FOUND); THENCE SOUTH 00 DEGREES 12 MINUTES 39 SECONDS WEST 143.97 FEET ALONG A WEST LINE OF SAID SUBDIVISION TO AN IRON STAKE (FOUND) AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH 89 DEGREES 47 MINUTES 21 SECONDS WEST 233.01 FEET TO AN IRON STAKE (FOUND); THENCE NORTH 02 DEGREES 15 MINUTES 10 SECONDS EAST 1155.66 FEET TO A 3/4 INCH PIPE (SET); THENCE SOUTH 87 DEGREES 44 MINUTES 50 SECONDS EAST 40.00 FEET TO THE POINT OF BEGINNING

PARCEL III:

Lots 25 and 26, Section C, Professional Village at Crumpler Place Subdivision, as shown on plat of record in Plat Book 48, Page 30, in the Chancery Court Clerk's Office of DeSoto County, Mississippi.

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 _____ he _____ 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 _____

My Commission Expires _____

NOTARY PUBLIC

CORPORATE, PARTNERSHIP OR ASSOCIATION ACKNOWLEDGEMENT

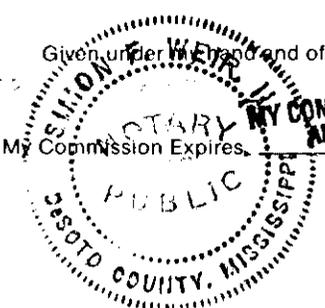
STATE OF MISSISSIPPI
COUNTY OF Desoto

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid,
Michael Alexander, Co-manager and Jerry Peoples, Co-manager
respectively of Debtor, the above named Alexander + Peoples, L.L.C.

a corporation - a partnership - an unincorporated association, who acknowledged that for and on its behalf, the 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 25th day of April, 1997

My Commission Expires APRIL 12, 2000



[Signature]
NOTARY PUBLIC

LAND DEED OF TRUST

from _____
to _____

Trustee _____
Filed for Record _____ o'clock _____ M.
Clerk _____

STATE OF MISSISSIPPI
Chancery Court _____ County _____

I certify that this Deed of Trust was filed for record in
my office at _____ o'clock _____ M., on
the _____ day of _____
and was duly recorded the _____ day of _____
Book No. _____ in my office.
Witness my hand and seal of office, this _____
day of _____ Clerk _____ D. C. _____

