

S97-0279

Mississippi Bankers Association
Form No. 1
(Revised November 1985)
LAND

LDC - 070

BOOK 909 PAGE 302

LAND DEED OF TRUST

STATE MS. - DESOTO CO. ^W
FILED

MAY 28 10 14 AM '97

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

PLANTATION LAKES JOINT VENTURE, A MISSISSIPPI GENERAL PARTNERSHIP ^{BK 909 PG 302}

whose address is PO BOX 279 HOLLY SPRINGS ^{W.E. DAVIS CH. CLK.}
(Street No. or RFD No. and Box) (City)

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

JAMES E. WOODS PO BOX 456 OLIVE BRANCH, MS 38654 AS TRUSTEE,
(Name) (Address)

and BANK OF MISSISSIPPI, of 8966 E. GOODMAN RD.
(Address)

OLIVE BRANCH, Mississippi as Beneficiary

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

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

ONE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO/100

Dollars (\$ 1,250,000.00) 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 MAY 13 1997 for *ONE MILLION TWO HUNDRED FIFTY THOUSAND
DOLLARS AND NO/100* (\$ 1,250,000.00) Dollars

due and payable as follows:

DUE AND PAYABLE PRINCIPAL AND INTEREST IN FULL ON OR BY MATURITY DATE OF MAY 13, 1998.

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 OLIVE BRANCH County of DESOTO State of Mississippi:

SEE EXHIBIT A ANNEXED HERETO AND MADE A PART HEREOF AS IF COPIED HEREIN VERBATIM

S97-0279

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.

EXHIBIT A

Part of the North 1/2 of Section 22, Township 1, Range 6 West, Olive Branch, DeSoto County, Mississippi, described as follows.

Beginning at the Northwest corner of said Section and run thence South 88 Degrees 42 Minutes 57" East with the North boundary of said Section 2360.08 feet; thence South 599.61 to a point on the South right-of-way of a Public Street and the point of beginning. Run thence South 00 Degrees 05 Minutes 51 Seconds East 190.06 feet; thence North 84 Degrees 30 Minutes 58 Seconds West 148.45 feet; thence South 28 Degrees 07 Minutes 33 Seconds East 224.27 feet; thence South 02 Degrees 27 Minutes 32 Seconds West 100.75 feet; thence South 12 Degrees 22 Minutes 33 Seconds West 166.85 feet; thence South 14 Degrees 18 Minutes 43 Seconds West 100.53 feet; thence South 13 Degrees 16 Minutes 33 Seconds East 54.53 feet; thence South 08 Degrees 42 Minutes 38 Seconds West 54.26 feet; thence South 25 Degrees 28 Minutes 47 Seconds West 93.23 feet; thence South 00 Degrees 11 Minutes 00 Seconds East 56.02 feet; thence South 06 Degrees 44 Minutes 06 Seconds West 74.17 feet; thence South 17 Degrees 38 Minutes 04 Seconds East 118.47 feet; thence South 26 Degrees 06 Minutes 17 Seconds East 153.28 feet; thence South 35 Degrees 41 Minutes 20 Seconds East 40.15 feet; thence South 30 Degrees 42 Minutes 34 Seconds East 97.89 feet; thence North 73 Degrees 12 Minutes 24 Seconds East 109.14 feet; around a curve to the right through a central angle of 70 Degrees 31 Minutes 44 Seconds an arc distance of 30.77 feet a chord bearing of South 40 Degrees 13 Minutes 30 Seconds West a distance of 28.87 feet; around a curve to the left through a central angle of 250 Degrees 31 Minutes 44 Seconds an arc distance of 218.63 feet a chord bearing of South 49 Degrees 46 Minutes 30 Seconds East a distance of 81.65 feet; thence North 04 Degrees 57 Minutes 38 Seconds East 80.10 feet; around a curve to the left through a central angle of 03 Degrees 43 Minutes 14 Seconds an arc distance of 27.29 feet a chord bearing of North 03 Degrees 06 Minutes 01 Seconds East a distance of 27.28 feet; thence South 47 Degrees 08 Minutes 34 Seconds East 80.65 feet; thence North 42 Degrees 51 Minutes 26 Seconds East 375.30 feet; thence North 17 Degrees 30 Minutes 11 Seconds East 87.12 feet; thence South 73 Degrees 54 Minutes 32 Seconds East 54.62 feet; thence South 05 Degrees 00 Minutes 29 Seconds East 101.27 feet; thence South 09 Degrees 05 Minutes 10 Minutes 37 Seconds West 128.71 feet; thence South 09 Degrees 05 Minutes 25 Seconds West 202.54 feet; thence South 14 Degrees 55 Minutes 53 Seconds West 77.62 feet; thence South 73 Degrees 36 Minutes 38 Seconds West 70.88 feet; thence South 01 Degree 08 Minutes 43 Seconds West 339.17 feet; thence South 48 Degrees 50 Minutes 47 Seconds East 446.29 feet; thence North 00 Degrees 49 Minutes 44 Seconds East 1933.02 feet; thence North 89 Degrees 10 Minutes 16 Seconds West 105.00 feet; around a curve to the left through a central angle of North an arc distance of 39.27 feet a chord bearing of South 45 Degrees 49 Minutes 44 Seconds West 35.36 feet; thence North 89 Degrees 10 Minutes 16 Seconds West 50.00 feet; around a curve to the left through a central angle of North an arc distance of 39.27 feet a chord bearing of North 44 Degrees 10 Minutes 16 Seconds West a distance of 35.36 feet; thence North 89 Degrees 10 Minutes 16 Seconds West 367.82 feet; around a curve to the left through a central angle of 74 Degrees 09 Minutes 44 Seconds an arc distance of 32.36 feet a chord bearing of South 53 Degrees 44 Minutes 52 Seconds West a distance of 10.15 feet; thence South 73 Degrees 23 Minutes 25 Seconds West 63.76 feet; around a curve to the left through a central angle of 117 Degrees 34 Minutes 16 Seconds an arc distance of 51.30 feet a chord bearing of North 31 Degrees 18 Minutes 43 Seconds West a distance of 42.76 feet; thence South 89 Degrees 54 Minutes 09 Seconds West 231.28 feet to the point of beginning. Containing 1,542,299 square feet or 35.41 acres.

Indexing Instructions - PART NW 1/4 and NE 1/4 of 22-1-9

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 owners 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 unless the Assumption Agreement states otherwise.

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.

9. Debtor shall be in default under the provisions of this Deed of Trust, at the option of Secured Party, if debtor (a) shall fail to comply with any of Debtor's covenants or obligations contained herein, or in the note(s), or in the Loan Agreement (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, or upon the death of Debtor, (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 more 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.

13. This Deed of Trust is given and taken in renewal and extension of the following described Deed(s) of Trust which are recorded in the Book(s) and at the page(s) of the deeds and records of the county(ies) of the State of Mississippi shown below, and is in no way intended to void said deed(s) of trust or impair the security thereof, to-wit:

Trust Deed Dated _____ recorded in Book _____ Page _____ of _____ County, MS
 Trust Deed Dated _____ recorded in Book _____ Page _____ of _____ County, MS
 Trust Deed Dated _____ recorded in Book _____ Page _____ of _____ County, MS

IN WITNESS WHEREOF, Debtor has executed this Deed of Trust on the 13TH day of MAY, 1997

CORPORATE, PARTNERSHIP OR ASSOCIATION SIGNATURE
**PLANTATION LAKES JOINT VENTURE,
 A MISSISSIPPI GENERAL PARTNERSHIP**

INDIVIDUAL SIGNATURES

Name of Debtor

By *Sidney Vanier Hurdle, Jr.*
SIDNEY VANIER HURDLE, JR. - PRESIDENT Title

Attest: *Jon A. Reeves*
JON A. REEVES - GENERAL PARTNER Title

(Seal) *Robert M. Williams, Jr.*
ROBERT M. WILLIAMS, JR - GENERAL PARTNER

STATE OF MISSISSIPPI
COUNTY OF _____

BOOK **909** PAGE **306**

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, _____

SIDNEY LANIER HURDLE, PRESIDENT

(Title)

and _____

(Title)

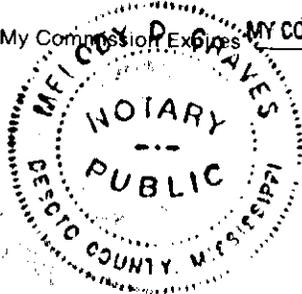
respectively of Debtor, the above named **PLANTATION LAKES JOINT VENTURE, A MISSISSIPPI GENERAL**

PARTNERSHIP

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 **13TH** day of **MAY**, **1997**

My Commission Expires **MY COMMISSION EXPIRES: SEPTEMBER 26, 1999**



Melody D. Hayes
NOTARY PUBLIC

LAND DEED OF TRUST

from
BANK OF MISSISSIPPI
8966 E. GOODMAN RD.
OLIVE BRANCH, MS 38654
601-895-5547

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

Ruster