

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

BK 1032 PG 0646

1 Document was prepared by:

LAND DEED OF TRUST

B. Reich
Bank of Mississippi
P. O. Box 38
Southaven, MS 38671
(601) 342-1633

(SINGLE NOTE)
LDC - 072

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

Land South Development, Inc.

whose address is 3831 Robertson Gin Road Hernando

Desoto Mississippi as Grantor (herein designated as "Debtor"), and

D. B. Bridgforth, Jr. 1607 Stateline Road, Southaven, Mississippi AS TRUSTEE,

and BANK OF MISSISSIPPI, of 8848 Northwest Drive

Southaven Mississippi as Beneficiary

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

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

****Eight hundred thousand dollars and no/100****

Dollars (\$ 800,000.00) 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 August 25 1998 for ****Eight hundred thousand dollars and no/100**** (\$ 800,000.00) Dollars

due and payable as follows:

AS TO PRINCIPAL ONLY: (Check appropriate provision[s])

- On _____; or
- In _____ installments of \$ _____ each, commencing on _____, and on the same day of each and every _____ month, quarter, six (6) months, or year thereafter, plus a final installment of the balance of the principal and interest thereon on _____.
- Other (Specify) _____

STATE OF MISSISSIPPI - DESOTO CO.

SEP 4 3 44 PM '98

AS TO INTEREST ONLY: (Check appropriate provision[s])

- On November 25 1998 and on the same day of each 1032 and every 6th month.
- quarter, six (6) months, or year thereafter; or
- Paid in advance to maturity by discount of the principal; or
- At maturity
- Other (Specify) _____

W.E. DAVIS CH. CLK.

AS TO JOINT PRINCIPAL AND INTEREST: (Check appropriate provision[s])

- In _____ installments of \$ _____ each, commencing on _____ and on the same day of each and every _____ month, quarter, six (6) months, or year thereafter, plus a final installment of the balance of the principal and interest thereon on _____.
- On August 25 1999
- Other (Specify) _____

Said payment(s) shall be applied as provided in said note(s).

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 Attachment for Legal Description

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.

BOUNDARY SURVEY OF A 68.6021, MORE OR LESS, ACRE TRACT OF LAND BEING LOCATED PART OF THE NORTHWEST AND NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, PART OF THE SOUTHEAST AND SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI AND IN SHELBY COUNTY, TENNESSEE, BEING RECORDED BY INSTRUMENT NUMBER X5 7023 AND FURTHER DESCRIBED AS FOLLOWS:

Begin at an iron stake (found) in the southerly line of Section 18 and in the northerly line of Section 19, Township 1 South, Range 6 West at the southwest corner of the James M. Morris 10.13 Acre Tract, said stake being 1089 feet westwardly from the southeast corner of the Southeast Quarter of Section 18 and the Northeast corner of Section 19; thence South 05 degrees 52 minutes 35 seconds East 1201.03 feet to an "Fence Corner Post" (found); thence south 84 degrees 23 minutes 10 seconds West 1150.76 feet to a "Fence Rail Corner" (found) in an easterly line of U. S. Highway No. 78; thence North 36 degrees 15 minutes 45 seconds West 801.73 feet with the westerly line of said highway to an iron stake (set); thence North 05 degrees 48 minutes 43 seconds West 496.75 feet to an iron stake (found); thence North 04 degrees 19 minutes 23 seconds West 1462.80 feet to a "Railroad Spike" (found) in the approximate centerline of Pidgeon Roost Road; thence South 86 degrees 46 minutes 49 seconds East 595.03 feet with the approximate centerline of said road to an iron stake (set) in a southerly line of "Old" U. S. Highway No. 78 (Lamar Avenue); thence South 57 degrees 14 minutes 48 seconds East 329.58 feet with the southerly line of said highway to an iron stake (set) in the Tennessee - Mississippi State Line; thence South 84 degrees 16 minutes 55 seconds West 27.32 feet to an iron stake (set) in a southerly line of said highway; thence South 57 degrees 14 minutes 48 seconds East 257.77 feet with the southerly line of said highway to an iron stake (set); thence South 23 degrees 24 minutes 36 seconds West 754.30 feet to an iron stake (set); thence South 74 degrees 39 minutes 12 seconds East 929.00 feet to the point of beginning containing a Total of 68.6021, more or less, acres of land with 64.5795, more or less, acres of land being located in DeSoto County, Mississippi and 4.0226, more or less, acres of land being located in Shelby County, Tennessee.

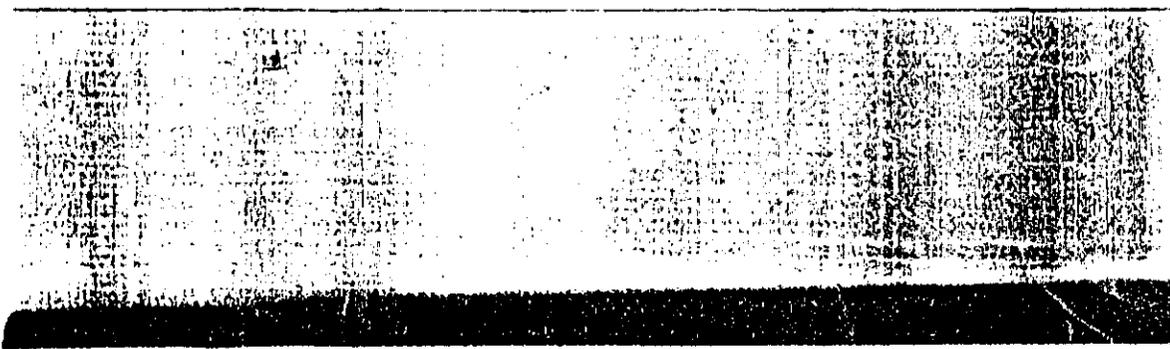
REFERENCE MATERIAL: WARRANTY DEED BOOK 185, PAGE 617 and by INSTRUMENT NUMBER X5 7023; WARRANTY DEED BOOK 227, PAGE 774; WARRANTY DEED BOOK 272, PAGE 229 and by INSTRUMENT NUMBER EK 4283; MISSISSIPPI POWER AND LIGHT COMPANY EASEMENT IN BOOK 33, PAGE 143; MINERAL WELLS WATER ASSOCIATION, INC. EASEMENT IN BOOK 70, PAGE 386; MID-AMERICA PIPELINE COMPANY, a Delaware Corporation, EASEMENT IN BOOK 170, PAGE 67; WARRANTY DEED BOOK 71 PAGE 404; WARRANTY DEED BOOK 272, PAGE 364, WARRANTY DEED BOOK 227, PAGE 776.

NOTES: The 20 ft. Mid-America Pipeline Company Easement was located by Field measurements using the center post (of the three posts found) along the westerly line of this survey and the single post found in the southerly line of "Old" U.S. Highway 78 as shown.

ALSO, a 20 ft. Water Easement for the Mineral Wells Water Association, Inc. will have to be located by the City of Olive Branch.

The Mississippi Power & Light Co. Easement recorded in book 33, page 143 is now maintained by North Central Electric Power Association. Location and width will have to be done by North Central Electric Power Association.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS:



BK 1032 PG 0649

PAGE 2 OF DESCRIPTION
OF EXHIBIT "A"

LESS AND EXCEPT:
PARCEL ONE:

Beginning at a point in the center line of Pidgeon Roost Road, said point also being 661.98 feet west of the center line of Old U.S. Highway 78 (Lamar Avenue); thence South 86 degrees 46 minutes 49 seconds East along the center line of said Pidgeon Roost Road, 372.61 feet to a point; thence South 05 degrees 20 minutes 46 seconds East, 239.60 feet to a point in the south line of Tennessee State Line; thence South 84 degrees 16 minutes 56 seconds West along the south line of said State Line, 373.78 feet to a point; thence North 04 degrees 19 minutes 23 seconds West, 297.57 feet to the POINT OF BEGINNING. Containing 2.29 acres, more or less of land.

LESS AND EXCEPT:
PARCEL TWO:

Beginning at a point in the center line of Pidgeon Roost Road, said point also being 33.00 feet southwest of the center line of Old U.S. Highway 78 (Lamar Avenue); thence South 57 degrees 14 minutes, 48 seconds East along the southwest line of said Old Highway 78, 329.58 feet to a point in the south line of Tennessee State Line; thence South 84 degrees 16 minutes 56 seconds West along the south line of said State Line, 479.31 feet to a point; thence North 05 degrees 20 minutes 46 seconds West, 239.60 feet to a point in the center line of Pidgeon Roost Road; thence South 86 degrees 46 minutes 49 seconds East along the center line of said Pidgeon Roost Road, 222.42 feet to the POINT OF BEGINNING. Containing 1.73 acres, more or less of land.

LESS AND EXCEPT:
PARCEL THREE:

~~Beginning at a point in the center line of Pidgeon Roost Road, said point also being 33.00 feet southwest of the center line of Old U.S. Highway 78 (Lamar Avenue); thence South 57 degrees 14 minutes 48 seconds East along the southwest line of said Old U.S. Highway 78, 329.58 feet to a point in the south line of Tennessee State Line; thence South 84 degrees 16 minutes 56 seconds West along the south line of said State Line, 853.08 feet to a point; thence North 04 degrees 19 minutes 23 seconds West, a distance of 297.57 feet to a point in the center line of Pidgeon Roost Road; thence South 86 degrees 46 minutes 49 seconds East along the center line of said Pidgeon Roost Road, 595.03 feet to the POINT OF BEGINNING. Containing 4.02 acres, more or less, of land.~~

Being the same property conveyed to the Grantor herein by Warranty Deed of record under Instrument No. EX 6761 in the Register's Office of Shelby County, Tennessee, and in Book 280, Page 55 in the Chancery Clerk's Office of DeSoto County, Mississippi.

LESS AND EXCEPT:
PARCEL FOUR:

Lot 1, Proposed Chickasaw Industrial Park Subdivision, DeSoto County, Mississippi. *

This conveyance is made subject to the 1997 Shelby County and DeSoto County property taxes not yet due and payable; Easements of record in Book 33, Page 143, Book 70, Page 386, and in Book 170, Page 67 in the Chancery Clerk's Office of DeSoto County, Mississippi; and road rights of way, public utility easements, zoning and subdivision regulations and health department regulations in effect in DeSoto County, Mississippi and Shelby County, Tennessee, as the case may be.

Part of the southwest quarter of the southeast quarter, Section 18, Township 1, Range 6, DeSoto County, Mississippi.

Land South Development, Inc.

By: Dale Wilson
Dale Wilson, President

August 25, 1998

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 25th day of August, 1998

CORPORATE, PARTNERSHIP OR ASSOCIATION SIGNATURE

INDIVIDUAL SIGNATURES

Land South Development, Inc.

Name of Debtor

By

Dale Wilson Pres.
Dale Wilson, President Title

Attest: _____

Title

(Seal)

INDIVIDUAL ACKNOWLEDGEMENT

BK 1032PG0651

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, _____

Dale Wilson, President

(Title)

and _____

(Title)

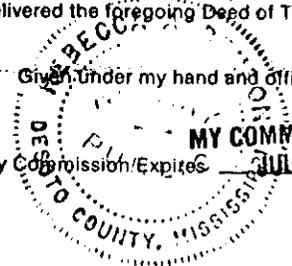
respectively of Debtor, the above named Land South Development, Inc.

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 25th day of August, 1998

MY COMMISSION EXPIRES:

My Commission Expires JULY 21, 2000



Rebecca A. Denson (Reid)
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 _____ on page _____

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