

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

PREPARED BY & RETURN TO:
TAYLOR, JONES, ALEXANDER & SORRELL, LTD.
P. O. BOX 188, SOUTHAVEN, MS. 38671
601-342-1300

BK 1150 PG 0567

STATE MS.-DESOTO CO.
FILED

SEP 22 10 37 AM '99

LAND DEED OF TRUST

BK 1150 PG 567
W.F. DAVIS, JR., CLK.

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

whose address is _____
(Street No. or RFD No. and Box) (City)

_____, as Grantor (herein designated as "Debtor"), and
(County) (State)
RONALD L. TAYLOR

as Trustee, and CHARLES MURRY McALLISTER
8130 SWINNEA of SOUTHAVEN 38671
Mississippi as Beneficiary

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

WHEREAS, Debtor is indebted to Secured Party in the full sum of TWO HUNDRED THIRTY-FOUR
THOUSAND FIVE HUNDRED AND NO/100

Dollars (\$ 234,500.00) evidenced by one 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:

Two (2) annual installments plus interest payable as follows:

One (1) annual installment in the amount of \$100,000.00 plus interest due
on September 16, 2000.

One (1) annual installment in the amount of \$134,500.00 plus interest due
on September 16, 2001.

Maker shall have the right to prepay said note at anytime without penalty.

For each \$7,000.00 paid to Seller/Lienholder, one lot will be released.

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 (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:

- PARCEL I, LOCATED IN THE NORTH HALF OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 8 WEST
DESOTO COUNTY, MISSISSIPPI BEING 15.285 ACRES PLUS EASEMENT. (Northwest Quarter)
- PARCEL II: LOCATED IN THE NORTH HALF OF SECTION 30 TOWNSHIP 1 SOUTH, RANGE 8 WEST,
DESOTO COUNTY, MISSISSIPPI BEING 39.45 and 20.00 ACRES. (NORTHEAST QUARTER)
- PARCEL III: LOCATED IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 1 SOUTH,
RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI BEING 29.12 ACRES.

ALL BEING DESCRIBED ON EXHIBITS "A" ATTACHED HERETO.

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 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 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 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 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 16th day of September, 19 99

CORPORATE, PARTNERSHIP OR ASSOCIATION SIGNATURE

INDIVIDUAL SIGNATURES

By _____ Name of Debtor

BILLY HAYNES *Billy Haynes*

Title _____

Attest: _____ Title _____

(Seal)

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF MISSISSIPPI

COUNTY OF _____ DESOTO

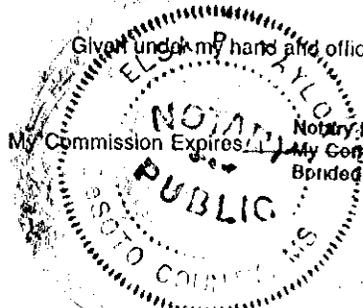
This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named

BILLY HAYNES

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 16th day of September, 19 99



Notary Public State of Mississippi At Large
My Commission Expires: September 29, 2001
Bonded Thru Heldon, Brooks & Garland, Inc.

ELSA P. JUYLAR
Notary Public

PARCEL I:

Located in the Northwest Quarter(N/W 1/4) of Section 30, Township 1 South, Range 8 West, DeSoto County, Ms.

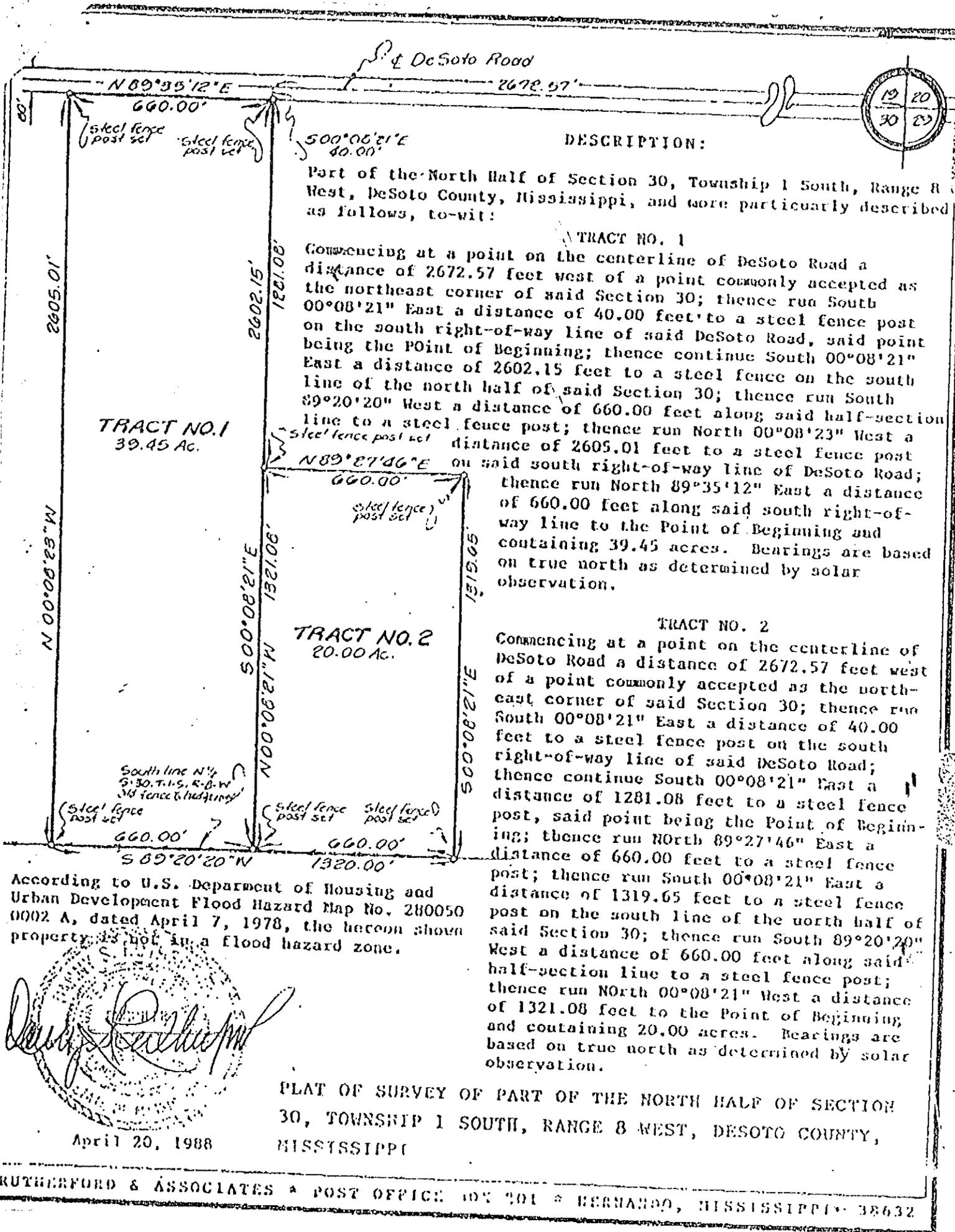
A tract of land being part of the North Half of Section 30, Township 1 South, Range 8 West, DeSoto County, Mississippi, more particularly described as follows, to-wit: Commencing at a point in the centerline of DeSoto Road a distance of 3332.57 feet west of a point commonly accepted as the northeast corner of said Section 30; thence run South 00 degrees 08 minutes 23 seconds East a distance of 40.00 feet to a steel fence post on the south right-of-way line of said DeSoto Road; thence continue South 00 degrees 08 minutes 23 seconds East a distance of 1596.16 feet to the POINT OF BEGINNING; thence continue South 00 degrees 08 minutes 23 seconds East a distance of 1008.85 feet to a steel fence post on the south line of the north half of said Section 30; thence run South 89 degrees 20 minutes 20 seconds West a distance of 660.00 feet along said half-section line to a railroad rail at the southeast corner of the Homer Baker property as described by deed recorded in Deed Book 36 on page 295 of the Chancery records of said county; thence run North 00 degrees 08 minutes 25 seconds west a distance of 1008.85 feet along the east line of said Baker property to a point; thence run North 89 degrees 20 minutes 20 seconds East a distance of 660.00 feet to the point of Beginning and containing 15.285 acres, more or less. Bearings are based on true north as determined by solar observation. As per survey of Danny S. Rutherford, R.L.S., dated July 5, 1988.

AND

A sixty foot wide easement for ingress and egress adjoining and lying east of the below described line: Beginning at the northwest corner of the above-described 15.285 acres tract; thence run North 00 degrees 08 minutes 25 seconds west a distance of 204.60 feet along said Baker east line to the southwest corner of the Mullen property; thence run North 38 degrees 50 minutes 21 seconds East a distance of 509.08 feet to the southeast corner of said Mullen property; thence run North 00 degrees 27 minutes 11 seconds East along the east line of said Mullen property to the end of said easement, said point being on the south right-of-way line of DeSoto Road and 3661.99 feet west of a point commonly accepted as the northwest corner of said Section 30. As per survey of Danny S. Rutherford, R.L.S., dated July 5, 1988.

EXHIBIT "A"

PARCEL II:



PARCEL III:

LOCATED IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 8 WEST,
 DESOTO COUNTY, MS.
 Lying and being situated in Section 30, Township 1 South,
 Range 8 West, DeSoto County, Mississippi:

Commencing at a point on the centerline of DeSoto Road a distance of 1647.80 feet west of a point commonly accepted as the northeast corner of said quarter section; thence run South 00 degrees 04' 15" East a distance of 40.00 feet to a point on the south right-of-way line of said DeSoto Road, said point being the northwest corner of the Biebers property and the Point of Beginning; thence continue South 00 degrees 04' 15" East a distance of 1579.92 feet along the west line of said Biebers property to a steel bar at the southwest corner of said Biebers property; thence run North 89 degrees 40' 44" East a distance of 321.11 feet along the south line of said Biebers property to a steel fence post; thence run South 00 degrees 10' 13" West a distance of 1016.47 feet to a steel fence post on the south line of said quarter section; thence run South 89 degrees 22' 52" West a distance of 678.50 feet along said south quarter-section line to a steel fence post at the southeast corner of the Burch property; thence run North 00 degrees 08' 20" West a distance of 2599.30 feet along said Burch property on the south and the Robertson property on the north to a steel fence post at the northeast corner of said Robertson property, said point being on said south right-of-way line of DeSoto Road; thence run North 89 degrees 35' 12" East a distance of 364.72 feet along said south right-of-way line to the Point of Beginning and containing 29.12 acres. Bearings are based on true north as determined by solar observation. A plat thereof is attached hereto and incorporated herein by reference.

EXHIBIT "A"