

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

THIS INSTRUMENT WAS PREPARED BY:  
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STATE MS - DESOTO CO.  
OCT 5 11 07 AM '99

# LAND DEED OF TRUST

BK 1154 PG 420  
W.F. CLK.

THIS INDENTURE, made and entered into this day by and between James R. Redden and wife,  
Mary Kay Redden  
whose address is 8662 Southaven Circle West (City)  
DE SOTO SOUTHAVEN, MS 38671 as Grantor (herein designated as "Debtor"), and  
(County) (State)  
GUARANTY TITLE COMPANY, A TENNESSEE CORPORATION  
as Trustee, and First American National Bank  
First American Center  
of Nashville, TN, 37237, Mississippi as Beneficiary

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

WHEREAS, Debtor is indebted to Secured Party in the full sum of Forty Thousand and 00/100---  
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Dollars (\$\*\*\*\*\*40,000.00) evidenced by 09-16-99 promissory note of even date herewith  
in favor of Secured Party, bearing interest from 09-16-99 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:

This Security Instrument secures to Lender the repayment of any and all present or future, direct or contingent, liabilities and indebtedness of any Borrower to Lender of any nature whatsoever, regardless of the class of other indebtedness, be it secured or unsecured, subject to any limits hereinafter set forth, except that such liabilities and indebtedness, (hereinafter, the "Secured Debt", which term shall include the Primary Debt), other than the Primary Debt, shall not include any debt subject to the disclosure requirements of the Federal Truth-in-Lending Act if at the time such liability or indebtedness is incurred any legally required disclosure of the lien afforded hereby respecting such debt shall not have been made; all attorney's fees, court costs and expenses of whatever kind incurred in the collection of any of said indebtedness, including but not limited to the Primary Debt and the enforcement and protection of the lien of this conveyance and the performance of the covenants and agreements of Borrower herein contained. (As used in this paragraph, the term "Borrower" shall also include any primary obligor on the Primary Debt.)

The indebtedness and liabilities secured hereby include, but are not limited to, the indebtedness evidenced by or incurred under the following instrument or agreement (hereinafter, the "Primary Debt": such instrument or agreement hereinafter being referred to as the "Primary Debt Agreement"), which, if not sooner paid, is due and payable ten (10) years after the original or any extended expiration date of the Draw Period, as hereinafter defined, and any and all extensions, modifications and renewals thereof: A Credit Line Agreement dated 09-16-99 between James R. Redden and wife, Mary Kay Redden and Lender, pursuant to which Lender is obligated, subject to conditions and for a period not exceeding five (5) years from date (such period being referred to herein as the "Draw Period"), to make advances not exceeding the principal sum of Forty Thousand and 00/100--- outstanding at any one time (the "Credit Limit"). Except as otherwise allowed by TCA 47-28-101 et seq. as amended from time to time, the principal balance of the Primary Debt secured under this Security Instrument shall not exceed the Credit Limit.

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 Southaven County of DE SOTO State of Mississippi:  
Lot Six Hundred Thirty Seven (637), Section C, Southaven Subdivision, in Section 23, Township 1 South, Range 8 West, as shown on the revised plat of said subdivision which is recorded in Plat Book 2, Pages 19, 20, 21 and 22 in the office of the chancery Clerk of DeSoto County, Mississippi.

Being the same property conveyed to James R. Redden and Mary Kay Redden, husband and wife by deed from Phillip N. Brownstein, of Washington, D.C., as Federal Housing Commissioner, dated 7/19/65, recorded 7/19/65, in Book 62, Page 529, in the Chancery Court Clerk's Office of 99090385 DeSoto County, Mississippi.

This being the same property conveyed to James R. Redden and wife, Mary Kay Redden by DEED recorded under BOOK 62, PAGE 529, in said Register's Office.

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 89-1-65 of the Mississippi Code of 1972 as amended, in 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.

*James R. Redden*  
*Mary Kay Redden*

