

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this the 2nd day of February, 2000, by and among Minor M. LeBlond a/k/a Minor Morrow LeBlond, P. O. Box 160, Hernando, MS 38632, Telephone: 662-429-6331

hereinafter "Grantor"; C. York Craig, Jr.

hereinafter "Trustee"; and **FIRST SOUTH PRODUCTION CREDIT ASSOCIATION**

whose address is P. O. Box 29, 914 Van Buren Ave., Oxford, MS 38655, Telephone: 662-234-5015

Mississippi, hereinafter "Beneficiary".

WHEREAS, Banks & Company Partnership, hereinafter "Debtor", has executed a promissory note(s), loan agreement(s), or other evidence(s) of indebtedness, hereinafter collectively referred to as "Note", having a maturity date(s) of March 1, 2001

whereby Beneficiary has loaned to Debtor the principal amount of Seven Hundred Fifty Thousand and No/100 Dollars (\$ 750,000.00)

which amount is due and payable in accordance with said Note, to wit:

- 1 Principal Only Installment of \$750,000.00 due March 1, 2001
- 1 Interest Only Installment of Accrued Interest due March 1, 2001

STATE MS - DE SOTO CO.
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BK 1192 PG 327
W.E. LEWIS, CLERK

plus interest thereon as per said Note.

WHEREAS, Grantor and Debtor are executing this Deed of Trust in order to secure the following (all of which will be collectively referred to herein as "Obligations"): the payment of Note, together with interest, and all extensions and renewals thereof; the payment of any additional advances or future advances to Debtor, or to any one or more of the parties listed as Debtor, together with interest, and all extensions and renewals thereof; the payment of taxes and assessments, insurance premiums, cost of repairs or improvements, and any other amount due and payable or which may become due and payable under this Deed of Trust or any other agreement between Debtor and Beneficiary; the payment of any and all indebtedness and liabilities of Debtor to Beneficiary of every kind and description, direct or indirect, absolute or contingent, due or to become due, and whether now existing or hereafter arising; the payment of any attorney's fees, Trustee's fees or any other amount incurred by Beneficiary to protect its interest; and the performance by Debtor and Guarantor of all of the agreements contained in this Deed of Trust or any other agreement between Debtor and Beneficiary.

THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, paid to Grantor by or on behalf of Trustee, the receipt of which is hereby acknowledged, Grantor hereby conveys and warrants unto Trustee, the following described land and property, together with any and all improvements (including fixtures) now or hereafter located on said property, and together with any and all crops and timber whether now or hereafter growing or located on said property, together with any and all oil, gas, and other mineral interests, rights, profits or royalties (regardless of type or character), and together with any and all other right, title and interest (regardless of type or character) in and to, as a part of, or in connection with said property, whether now owned or hereafter acquired by Grantor, lying and being situated in DeSoto County, Mississippi (all of which will be collectively referred to herein as the "Property"):

See legal description contained in Exhibit A attached hereto and incorporated herein by reference.

For indexing instructions, refer to Exhibit B attached and incorporated herein for reference.

GRANTOR, DEBTOR AND BENEFICIARY FURTHER AGREE AS FOLLOWS:

1. This Deed of Trust secures the Note described herein together with interest thereon and any and all extensions and renewals thereof, any and all pre-existing obligations between Grantor and/or Debtor and the Beneficiary and any and all additional or future advances made by the Beneficiary to the Grantor and/or Debtor or any of them. The terms of any such additional or future advances shall be determined in accordance with the note or other contract evidencing such indebtedness. This deed of trust shall further secure any and all Obligations of the Grantor and/or Debtor made as a joint maker, surety, endorser or guarantor.

Future and/or additional advances made hereunder shall be made solely at the option of the Beneficiary and nothing herein shall be construed as an agreement or obligation to make such advances.

The giving or taking hereafter of any additional security to secure any indebtedness herein referred to or hereinafter contracted by the Beneficiary with Grantor and/or Debtor during the term of this Deed of Trust shall not be construed as a waiver of the lien of this Deed of Trust.

2. Grantor and/or Debtor shall pay all taxes and assessments, general or special, which may be levied or assessed upon the Property or the Note promptly when the same shall become due. Grantor and/or Debtor shall also keep the Property insured at all times during the continuance of this Deed of Trust against loss or damage by fire, storm, earthquake and other hazard for the maximum amount of insurance obtainable or in such amount as may be approved by Beneficiary, with an insurance company authorized to do business in Mississippi which is satisfactory to Beneficiary and which contains a standard mortgagee clause in favor of Beneficiary, and shall have the policy assigned and delivered to Beneficiary. In the event Grantor and/or Debtor fail to pay said taxes and assessments or to keep the Property insured, then Beneficiary may pay said taxes and assessments, redeem the Property from any tax sale, or sales, if it has been sold, and/or insure the Property and pay the premiums.

In event of loss or damage to the Property by fire or other hazard, Grantor and/or Debtor will give immediate notice by mail to Beneficiary, who may make proof of loss if not made promptly by Grantor and/or Debtor, and any insurance company is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Grantor and Beneficiary jointly, and the insurance proceeds or any part thereof may be applied by Beneficiary at its option either to the reduction of the Note or to the restoration or repair of the Property.

3. Any and all rents and profits in connection with the Property are specifically assigned to Beneficiary and pledged to secure the payment and performance of the Obligations. Upon the maturity of the Note, either by lapse of time or by reason of any default as herein provided, or if at any time Beneficiary in good faith deems it necessary to protect its interest under this Deed of Trust, Beneficiary shall have the right to forthwith enter into and upon the Property and take possession thereof, and collect and apply the rents and profits thereon to the Obligations, or may, if it so desires, have a receiver appointed by any court of competent jurisdiction to collect and impound the rents and profits and after paying the expense of such receivership apply the balance thereof to the payment of the Obligations.

4. Beneficiary may make inspections of the Property at any time without notice.

5. Grantor agrees not to abandon the Property, not to commit waste, to use the Property in a good and husbandlike manner, for lawful purposes only, and to keep the Property in a good state of repair. It is further agreed that in the event Grantor fails to keep in a good state of repair the Property or any part thereof, Beneficiary shall have the right at its option to make needed repairs or improvements.

6. Any amounts or expenses paid or incurred by Beneficiary for or on behalf of Grantor or Debtor (including but not limited to taxes and assessments, insurance premiums, cost of repairs or improvements, attorney's fees, court costs and trustee's fees) shall be included within the definition of the term "Obligations", shall bear interest at the rate set forth in the Note, and shall be due and payable by Grantor and Debtor upon demand by Beneficiary.

7. Grantor transfers and assigns to Beneficiary all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Property or any part thereof under the power of eminent domain or for any damage (whether caused by such taking or otherwise) to the Property. Beneficiary is hereby authorized, but shall not be required, on behalf and in the name of Grantor, to execute and deliver valid acquittances for and to appeal from, any such judgments or awards. Beneficiary may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorney's fees, on any amounts secured by this Deed of Trust in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.

8. When any amounts are received by Beneficiary under any provision hereof, Beneficiary shall have the exclusive right to make application, in its sole discretion, of such payment to any of the Obligations or any other amounts secured hereby, and such application shall not be restricted to the Note. Should the whole or any part of the Obligations be assigned or transferred, the right of application herein granted to Beneficiary shall be retained by Beneficiary in the absence of specific written assignment or transfer of such right or any part thereof.

9. This conveyance, however, is in trust to secure the payment and performance of the Obligations. But if default is made by Grantor or Debtor in the payment or performance of any of the Obligations, or if a default occurs under the Note or any other security agreement, loan agreement or deed of trust between Debtor and Beneficiary, or, in case Grantor or Debtor should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt or proceedings be instituted to put Grantor or Debtor in involuntary bankruptcy, or should any proceedings be taken against Grantor or Debtor for the appointment of a receiver, assignee or trustee, or should Beneficiary in good faith deem itself insecure and its prospect of payment impaired, or if any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M, then in that event all of the Obligations shall, at the option of Beneficiary, be and become at once due and payable without notice to Grantor or Debtor, and Trustee herein named or his successor, or successors, shall, at the request of Beneficiary, sell all or any part of the Property after giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972, as amended, and any successor provisions, and execute a deed to the purchaser thereof. Out of the proceeds arising from said sale, the cost and expenses of executing this Deed of Trust, including a reasonable Trustee's fee and the attorney's fees prescribed in the Note, shall first be paid, next the amount of the Obligations then remaining unpaid shall be paid, and lastly, any balance remaining shall be paid to Grantor or to Grantor's representatives, agents or assigns. Grantor and/or Debtor shall remain liable for any deficiency on the Obligations. In the event of any such default, Beneficiary shall also have all the remedies of a secured party under the Uniform Commercial Code of Mississippi and any other applicable law. All remedies of Beneficiary shall be cumulative. A failure on the part of Beneficiary to exercise any remedy or option contained in this Deed of Trust in the event of default shall not constitute a waiver of Beneficiary's right to exercise said remedy or option in the event of any subsequent default.

10. If the Property should be situated in two or more counties or in two judicial districts of the same county, then Trustee shall have full power, in case the Trustee is directed to foreclose under this Deed of Trust, to select in which county, or judicial district, the sale of all of the Property shall be made and his selection shall be binding upon Grantor and Beneficiary and all persons claiming through or under them, whether by contract or by law. Trustee shall have full power to fix the day, time, terms and place of sale and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose but said appointment of agent need not be recorded.

11. Grantor waives the provisions of Section 89-1-55, Mississippi Code of 1972, as amended, and any successor provisions, as far as said Section restricts the right of Trustee to offer at sale more than one hundred and sixty acres at a time, and Trustee may offer the Property as a whole or in part and in such order or parcels as the Trustee may deem best, regardless of the manner in which it may be described. This right of sale shall be a continuing right and shall not be exhausted by one or more sales. The Trustee may hold as many sales as necessary to exhaust the collateral.

12. Grantor and Debtor promise to pay the attorney's fees provided for in the Note and the Trustee's fee provided for in this Deed of Trust should they become due under the terms of the Note and this Deed of Trust. A reasonable attorney's fees and all costs in connection with any litigation to protect this security or in seeking to have this Deed of Trust reformed by judicial proceedings, where necessary, shall constitute a part of the amounts secured hereby and become immediately due and payable to Beneficiary upon demand. If Beneficiary shall deem it best to proceed in equity, to foreclose this Deed of Trust, then a reasonable fee shall be allowed by the court to the attorney representing Beneficiary under this Deed of Trust.

13. If the Obligations are paid and performed in full, Beneficiary agrees to cancel this Deed of Trust upon the records, and Grantor agrees to pay all usual and necessary costs incident to such cancellation. As long as any unadvanced funds remain outstanding under any note or loan agreement, the lien of this deed of trust shall not be discharged.

14. In the event that this Deed of Trust is subordinate to any other deed of trust or lien of any kind, Beneficiary may, in the event of a default in the performance of any covenant or agreement in the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option declare the amounts secured by this Deed of Trust immediately due and payable, or Beneficiary may pay or perform any such defaulted covenant or agreement and any costs in connection therewith shall constitute a part of the amounts secured hereby and shall bear interest at the rate set forth in the Note, and Trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payment and performance of the Obligations and the failure to promptly repay Beneficiary any monies so expended, upon demand, shall render all the amounts secured by this Deed of Trust, at Beneficiary's option, immediately due and payable without notice.

15. With respect to the Property, Grantor and Debtor covenant with Beneficiary that Grantor has complied, is in compliance, and will at all times comply in all respects with all applicable laws (whether statutory, common law or otherwise), rules, regulations, orders, permits, licenses, ordinances, judgments, or decrees of all governmental authorities (whether federal, state, local or otherwise), including, without limitation, all laws regarding public health or welfare, environmental protection, water and air pollution, composition of product, underground storage tanks, toxic substances, hazardous wastes, hazardous substances, hazardous materials, waste or used oil, asbestos, occupational health and safety, nuisances, trespass, and negligence.

The Grantor hereby grants, and will cause any tenants to grant, to Beneficiary, its agents, attorneys, employees, consultants, contractors, successors and assigns, an irrevocable license and authorization, upon reasonable notice, to enter upon and inspect the Property and facilities thereon, and perform such tests, including without limitation, subsurface testing, soils and groundwater testing, and other tests which may physically invade the Property thereon, as the Beneficiary, in its sole discretion, determines is necessary to protect its security interest, provided however, that under no circumstances shall the Beneficiary be obligated to perform such inspections or tests.

Grantor and Debtor agree to indemnify and hold Beneficiary, its directors, employees, agents, and its successors and assigns, harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, judgments, administrative orders, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, attorney's fees and expenses, including all attorney's fees and expenses incurred by Beneficiary in and for this indemnity), arising directly or indirectly, in whole or in part, out of any failure of Grantor and Debtor to comply with the environmental representations, warranties and covenants contained herein.

Grantor's and Debtor's representations, warranties, covenants and indemnities contained herein shall survive the occurrence of any event whatsoever, including without limitation, the satisfaction of the promissory note secured hereby, the reconveyance or foreclosure of this mortgage, the acceptance by Beneficiary of a deed in lieu of foreclosure, or any transfer or abandonment of the property. Failure to comply strictly with the representations, warranties, covenants and indemnities contracted herein shall constitute a default under this deed of trust.

16. Beneficiary may without notice to any party to this Deed of Trust or to the successors or assigns, and without regard to the willingness or inability of Trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in Trustee. If Beneficiary be a corporation, such appointment may be made by any one of its officers or agents. No one exercise of this power of appointment, the power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of all amounts secured by this Deed of Trust until said amounts are fully paid and discharged. At any sale hereunder, Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time Trustee shall make such adjournment, and at any sale made to enforce the trust herein given, Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

17. If all or any part of the Property or an interest therein is sold, transferred, encumbered or otherwise disposed of by Grantor without Beneficiary's prior written consent, excluding a transfer by devise, descent or by operation of law upon the death of a joint tenant, Beneficiary may, at Beneficiary's option, declare all of the Obligations to be immediately due and payable. Beneficiary shall have waived such option to accelerate if, prior to the sale or transfer, Beneficiary and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Beneficiary and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Beneficiary shall request. If Beneficiary exercises such option to accelerate, Beneficiary shall mail Grantor and Debtor notice of acceleration. Such notice shall provide a period of not less than 30 days from the date of notice is mailed within which Grantor or Debtor may pay the sums declared due. If Grantor or Debtor fails to pay such sums prior to the expiration of such period, Beneficiary may, without further notice or demand on Grantor or Debtor, invoke any remedies permitted by this Deed of Trust.

18. The agreements herein contained shall be binding upon Grantor and Debtor, and their heirs, executors, administrators, successors, and assigns and inure to the benefit of Beneficiary, its successor and assigns.

19. Whenever used, the singular number shall include the plural, and the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any legal holder or other transferee thereof whether by operation of law or otherwise.

20. Whenever used, the term "Grantor" shall include all grantors, collectively and any one of the grantors individually, and all liability shall be joint and several. Whenever used, the term "Debtor" shall include all debtors collectively and any one of the debtors individually, and all liability shall be joint and several. Whenever the terms "Grantor" and "Debtor" are used together, all liability to each Grantor and Debtor shall be joint and several.

21. This Deed of Trust, in addition to any other obligation secured hereunder, extends any prior Deed(s) of Trust between Beneficiary and any other party on the Property and secures any and all promissory note(s) and obligation(s) secured under the aforesaid Deed(s) of Trust. The aforesaid Deed(s) of Trust shall remain in full force and effect and the priority granted in respect to the obligations described therein shall retain the same priority as of the date of the initial recordation of the aforesaid Deed(s) of Trust.

22. The unenforceability or invalidity of any provision(s) of this Deed of Trust shall not render any other provision(s) hereon unenforceable or invalid. This Deed of Trust may be amended only by an instrument in writing, signed by Grantor and Beneficiary, and may not be amended orally or by any course of conduct or otherwise than by written instrument.

IN TESTIMONY WHEREOF, witness the signature of Grantor and Debtor on this the day, month and year first above written.

Banks & Company Partnership

Daniel W. LeBlond, Jr.
By: Daniel W. LeBlond, Jr.

Minor M. LeBlond
Minor M. LeBlond a/k/a
Minor Morrow LeBlond, Individually

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ~~MISSISSIPPI~~ ^{OHIO}
COUNTY OF WARREN

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24th day of FEBRUARY, 2000, within my jurisdiction, the within named Minor M. LeBlond a/k/a Minor Morrow LeBlond who

acknowledged that she executed the above and foregoing instrument.

Given under my hand and official seal.

My Commission Expires:

FEBRUARY 14, 2002

Diana K. Dolder
NOTARY PUBLIC



DIANA K. DOLDER
Notary Public, State of Ohio
My Commission Expires Feb. 14, 2002



**CORPORATE OR PARTNERSHIP
ACKNOWLEDGEMENT**

STATE OF MISSISSIPPI

COUNTY OF DeSoto

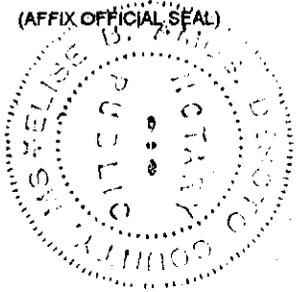
Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of February, 2000, within my jurisdiction, the within named Daniel W. LeBlond, Jr.

who acknowledged that he is/are General Manager of Banks & Company Partnership a corporation - a partnership, and that in said capacity for and on behalf of said corporation - partnership, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation - partnership so to do.

Given under my hand and official seal.

My Commission Expires:
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 29, 2000
~~BOUYDED THRU STEGALL NOTARY SERVICE~~
(AFFIX OFFICIAL SEAL)

Elise B. Amos
NOTARY PUBLIC



DEED OF TRUST
from

to

Trustee

Filed for Record _____

_____ o'clock _____ M.

_____, Clerk

STATE OF MISSISSIPPI

_____ County Chancery Court

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.

Tract 1
The West half of Section 6, Township 4 South, Range 9 West, containing 320 acres, more or less.

Tract 2
The Northwest Quarter of Section 7, Township 4, Range 9, containing 160 acres, more or less.

Tract 3
The Southwest Quarter; Southeast Quarter; the West half of the Northeast Quarter of Section 32, Township 3 South, Range 9 West, being known as the Cub Lake Place (North).

Tract 4
The Southeast Quarter of Section 31, Township 3 South, Range 9 West, being known as part of the Cub Lake Place LESS AND EXCEPT 15 acres, more or less, conveyed to Berry Farms, Inc. by Warranty Deed recorded in Deed Book 163, Page 715, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

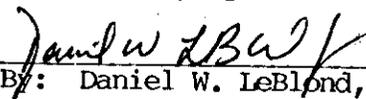
Tract 5
The East half of the Southwest Quarter and the East half, LESS 7 acres off the South side thereof, of Section 6, Township 3, Range 9 West, containing 393 acres, more or less.

Tract 6
The Northeast Quarter and the North half of the Southeast Quarter of Section 1, Township 3 South, Range 9 West, containing 240 acres, more or less.

Tract 7
The Southwest Quarter of Section 31, Township 2 South, Range 9 West, containing 160 acres, more or less.

Tract 8
The West half of Section 5, Township 3 South, Range 9 West, LESS AND EXCEPT 66 acres, being a strip of land of equal width across the North end of the West half of Section 5, and being the same land described in that certain deed from R. M. Banks, Sr. to Minor White Banks, et al, dated August 29, 1910 of record in Deed Book 15, Page 399, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Signed for Identification:
Banks & Company Partnership


By: Daniel W. LeBlond, Jr.
General Manager


Minor M. LeBlond a/k/a
Minor Morrow LeBlond, Individually

Exhibit A
Page 2 of 7

Tract 9

The Southeast Quarter of Section 36, Township 2 South, Range 9 West, containing 160 acres, more or less.

Tract 10

All of Section 2, Township 3 South, Range 9 West, containing 640 acres, more or less.

Tract 11

The Northeast Quarter, the South half of the Southwest Quarter; 140 acres, more or less, off of the North part of the Northwest Quarter; 120 acres, more or less, off of the North part of the Southeast Quarter of Section 12, Township 3 South, Range 9 West, LESS AND EXCEPT 39.3 acres, more or less, part in Section 12, Township 3 South, Range 9 West, and part in Section 7, Township 3 South, Range 9 West, conveyed to DeSoto County, Mississippi and recorded in Deed Book 36, Page 523, of the deed records of said county.

Tract 12

The Southwest Quarter, of the Southwest Quarter of Section 7, Township 3 South, Range 9 West, containing 40 acres, more or less, LESS AND EXCEPT conveyance to DeSoto County, Mississippi for road purposes recorded in Deed Book 36, Page 523, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Tract 13

120 acres off of the East side of the Southeast Quarter of Section 35, Township 2 South, Range 9 West and the South 50.3 acres (more or less) of a 100 acre tract described as being 60 acres off the East side of the Southwest Quarter and 40 acres off the West side of the Southeast Quarter of said Section 35, Township 2 South, Range 9 West. Said 50.3 acres being the same land conveyed by Commissioner's Deed dated October 4, 1977 approved by The Chancery Court of DeSoto County, Mississippi in Cause No. 77-378 by Decree dated August 22, 1977. Containing a total of 170.3 acres, more or less.

Signed for Identification:
Banks & Company Partnership

By: Daniel W. LeBlond, Jr.
General Manager

Minor M. LeBlond
Minor M. LeBlond a/k/a
Minor Morrow LeBlond, Individually

TRACT #1

523.22 ACRES OF LAND LOCATED IN SECTION 2, TOWNSHIP 3 SOUTH, RANGE 9 WEST, DESOTO COUNTY, MISSISSIPPI, DESCRIBED AS FOLLOWS:

Begin at a steel fence post set at the Southeast Corner of said Section 2; thence, run North 89 degrees 22 minutes 09 seconds West, along Lewis Morrow, Jr. property (Deed Book 246, Page 481), 2657.54 feet to a 2" iron pipe found at the northwest corner of said Morrow property and the northeast corner of Misty Meadows Subdivision property (Plat Book 65, Page 27); thence, run North 89 degrees 16 minutes 28 seconds West, along said Misty Meadows Subdivision property, 2634.84 feet to a railroad spike set in the center of Newell Road and Baldwin Road, said point referenced by a steel fence post set at 40.0 feet back on line; thence, run North 00 degrees 17 minutes 21 seconds East, 4122.86 feet to a point on the west margin of said Baldwin Road and in the center of Panther Creek; thence, run along the center of said Panther Creek the following calls: South 81 degrees 46 minutes 05 seconds East, 188.55 feet; North 78 degrees 48 minutes 01 second East, 129.53 feet; North 67 degrees 52 minutes 33 seconds East, 252.52 feet; North 56 degrees 23 minutes 42 seconds East, 126.80 feet; North 52 degrees 52 minutes 47 seconds East, 75.45 feet; North 52 degrees 56 minutes 57 seconds East, 139.80 feet; North 57 degrees 43 minutes 01 second East, 137.96 feet; North 57 degrees 14 minutes 22 seconds East, 140.59 feet; North 56 degrees 19 minutes 00 seconds East, 157.69 feet; North 63 degrees 52 minutes 12 seconds East, 179.37 feet; North 84 degrees 25 minutes 12 seconds East, 174.50 feet; North 87 degrees 24 minutes 35 seconds East, 180.33 feet; South 81 degrees 09 minutes 08 seconds East, 225.28 feet; South 69 degrees 39 minutes 54 seconds East, 314.10 feet; South 74 degrees 44 minutes 27 seconds East, 383.68 feet; South 69 degrees 10 minutes 22 seconds East, 266.61 feet; South 64 degrees 30 minutes 10 seconds East, 128.46 feet; South 74 degrees 26 minutes 49 seconds East, 798.14 feet; South 71 degrees 25 minutes 21 seconds East, 1634.52 feet; thence, leaving said creek, run South 00 degrees 04 minutes 58 seconds West, along Chambers' property (Will Book 16, Page 497-513), 3690.34 feet, passing a steel fence post set at 30.0 feet on line, to the POINT OF BEGINNING.

TRACT #2

504.06 ACRES OF LAND LOCATED IN SECTION 12, TOWNSHIP 3 SOUTH, RANGE 9 WEST, DESOTO COUNTY, MISSISSIPPI, DESCRIBED AS FOLLOWS:

Begin at a steel fence post set at the Northwest Corner of said Section 12; thence, run South 89 degrees 22 minutes 09 seconds East, along Chambers property (Will Book 16, Page 497-513), 5308.21 feet to a 1" iron rod found at a fence corner; thence, South 00 degrees 16 minutes 41 seconds West, 4887.71 feet to a steel fence post set; thence, South 86 degrees 42 minutes 00 seconds West, along Desoto County property (Deed Book 36, page 523), 1848.58 feet to a steel fence post set; thence, North 03 degrees 18 minutes 00 seconds West, along said Desoto County property, 240.00 feet to a point; thence, South 86 degrees 42 minutes 00 seconds West, along Desoto County property, 1470.50 feet to a steel fence post set; thence, continue along said Desoto County property, 208.16, along the arc of a curve to the right, having a delta of 04 degrees 38 minutes 31 seconds, a radius of 2569.31 feet, and a chord of South 89 degrees 02 minutes 00 seconds West, 208.10 feet, to a steel fence post set; thence, South 02 degrees 17 minutes 00 seconds West, along Desoto County property, 410.00 feet to a steel fence post set; thence, North 89 degrees 33 minutes 14 seconds West, along section line, 1456.84 feet to a steel fence post set on the north 50 foot right-of-way line of Highway #304; thence, continue along said right-of-way line the following calls: North 77 degrees 39 minutes 29 seconds West, 95.22 feet to a steel fence post set; 196.72 feet, along the arc of a curve to the left, having a radius of 2341.83 feet, and a chord of North 80 degrees 05 minutes 03 seconds West, 196.66 feet, to a cotton picker spindle set; thence, leaving said right-of-way line, run North 00 degrees 25 minutes 43 seconds West, along Lewis Morrow, Jr. property (Deed Book 246, Page 481), 1268.01 feet to a 3/4" iron rod found at the southwest corner of Foster Jones property (Deed Book 338, Page 63); thence, run South 89 degrees 57 minutes 05 seconds East, 2770.00 feet to a steel fence post set at the southeast corner of Pleas White property (Minute Book 12, Page 587); thence, run North 00 degrees 33 minutes 17 seconds East, along said White property, 1649.30 feet to a steel fence post set at the northeast corner of said White property; thence, North 86 degrees 33 minutes 06 seconds West, 1100.60 feet to a steel fence post set at the northeast corner of Phillip Farris property (Deed Book 164, Page 443); thence, South 87 degrees 19 minutes 08 seconds West, along said Farris property, 545.00 feet to a 1" pipe found at the northeast corner of Juanita White property (Deed Book 325, Page 605); thence, South 89 degrees 12 minutes 03 seconds West, along said Juanita White property, 1099.00 feet to a steel fence post set at the northwest corner of said Juanita White property; thence, run North 00 degrees 34 minutes 56 seconds West, along said Lewis Morrow, Jr. property, 2305.05 feet to the POINT OF BEGINNING.

Signed for Identification:
Banks & Company Partnership

By: Daniel W. LeBlond, Jr.
General Manager

Minor M. LeBlond
Minor M. LeBlond a/k/a
Minor Morrow LeBlond, Individually

LESS AND EXCEPT:

INDEXING INSTRUCTIONS: NE 1/4 of the SE 1/4 of Section 35,
Township 2 South, Range 9 West,
Desoto County, Mississippi.

Being at a point that is 60.000 meters (196.851 feet)
Northerly of and perpendicular to the centerline of survey
of State Project No. 94-0029-02-006-10 at Survey Station
21+409.593; from said point of beginning run thence
Northwesterly, along a line that is 60.000 meters (196.851
feet) Northerly of and parallel with the centerline of
survey of said project, an arc distance of 245.040 meters
(803.937 feet); thence run South 89° 35' East, a distance
of 243.059 meters (797.438 feet); thence run South 00° 16'
East, a distance of 27.931 meters (91.637 feet) to the
point of beginning, containing 0.305 hectares (0.754
acres), more or less.

All of the above being situated in and a part of the NE 1/4
of the SE 1/4 of Section 35, Township 2 South, Range 9
West, Desoto County, Mississippi.

INDEXING INSTRUCTIONS: NE 1/4 OF THE SE 1/4 OF SECTION 35,
TOWNSHIP 2 SOUTH, RANGE 9 WEST.

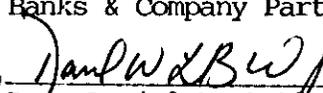
Begin at the point of intersection of the Western line of
grantors property with the centerline of survey of State
Project No. 94-0029-02-006-10 at Survey Station 20+836.631;
from said point of beginning run thence North along said
Western property line, a distance of 48.990 meters (160.728
feet) to the Northern line of grantors property; thence run
East along said Northern property line, a distance of
336.895 meters (1105.299 feet); thence run Southeasterly,
along a line that is 60.000 meters (196.850 feet) Northerly
of and parallel with the centerline of survey of said
project, an arc distance of 245.040 meters (803.937 feet)
to the Eastern line of grantors property; thence run South
0° 16' East along said Eastern property line, a distance of
60.797 meters (199.465 feet) to the centerline of survey of
said project at Survey Station 21+419.322; thence run South
0° 16' East, a distance of 61.170 meters (200.689 feet);
thence run Northwesterly, along a line that is 60.000
meters (196.850 feet) Southerly of and parallel with the
centerline of survey of said project, an arc distance of
557.438 meters (1828.865 feet) to a point that is 60.000
meters (196.850 feet) Southerly of and perpendicular to the
centerline of survey of said project at Survey Station
20+864.157; thence run South 85° 00' West, a distance of
27.496 meters (90.210 feet) to the Western line of grantors
property; thence run North, a distance of 62.399 meters

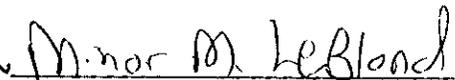
(204.721 feet) to the point of beginning, containing 6.727
hectares (16.623 acres), more or less.

All of the above being situated in and a part of the
Northeast 1/4 of the Southeast 1/4 of Section 35, Township
2 South, Range 9 West.

Together with any and all abutters rights of access, if
any, in, to, over, on and across the above described parcel
of land.

Signed for Identification:
Banks & Company Partnership


By: Daniel W. LeBlond, Jr.
General Manager


Minor M. LeBlond a/k/a
Minor Morrow LeBlond, Individually

LESS AND EXCEPT:

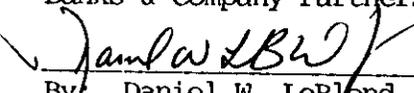
Indexing Instructions: SE 1/4 of Section 36, Township 2 South, Range 9 West, SW 1/4 of Section 31, Township 2 South, Range 8 West and the NE 1/4 of the NE 1/4 of Section 6, Township 3 South, Range 8 West.

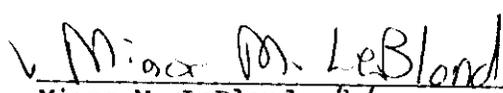
PARCEL NO. 1

Begin at the point of intersection of the Eastern line of grantors property with the centerline of survey of State Project No. 94-0029-02-006-10 at Survey Station 23+902.998; from said point of beginning run thence South along said Eastern property line, a distance of 70.362 meters (230.846 feet); thence run North 83° 04' West, a distance of 13.986 meters (45.886 feet) to a point that is 70.000 meters (229.659 feet) Southerly of and perpendicular to the centerline of survey of said project at Survey Station 23+900; thence run North 74° 57' West, a distance of 101.423 meters (332.753 feet); thence run North 79° 23' West along a line that is 60.000 meters (196.850 feet) Southerly of and parallel with the centerline of survey of said project; a distance of 201.710 meters (661.778 feet); thence run North 83° 49' West, a distance of 101.423 meters (332.753 feet) to a point that is 70.000 meters (229.659 feet) Southerly of and perpendicular to the centerline of survey of said project at Survey Station 23+500; thence run North 76° 52' West along a line that is 70.000 meters (229.659 feet) Southerly of and parallel with the centerline of survey of said project, a distance of 401.257 meters (1316.460 feet); thence run North 73° 51' West, a distance of 200.253 meters (656.998 feet); thence run North 76° 43' West along a line that is 60.000 meters (196.850 feet) Southerly of and parallel with the centerline of survey of said project, a distance of 649.273 meters (2130.161 feet) to the Western line of grantors property; thence run North 01° 25' East along said Western property line, a distance of 61.311 meters (201.152 feet) to the centerline of survey of said project at Survey Station 22+238.115; thence run North 01° 25' East along said Western property line, a distance of 61.311 meters (201.152 feet); thence run South 76° 43' East along a line that is 60.000 meters (196.850 feet) Northerly of and parallel with the centerline of survey of said project, a distance of 874.495 meters (2869.078 feet) to a point that is 60.000 meters (196.850 feet) Northerly of and perpendicular to the centerline of survey of said project at Survey Station 23+100; thence run South 82° 25' East, a distance of 100.499 meters (329.721 feet); thence run South 71° 00' East, a distance of 100.499 meters (329.721 feet); thence run South 76° 43' East, a distance of 73.907 meters (242.477 feet); thence run Southeasterly along a line that is 60.000 meters (196.850 feet) Northerly of and parallel with the centerline of survey of said project, an arc distance of 515.097 meters (1689.951 feet) to the Eastern curve line of grantors property; thence run South along said Eastern property line, a distance of 60.746 meters (199.298 feet) to the point of beginning, containing 20.663 hectares (51.060 acres), more or less, and

All of the above being situated in and a part of the Southeast 1/4 of Section 36, Township 2 South, Range 9 West and the Southwest 1/4 of Section 31, Township 2 South, Range 8 West.

Signed for Identification:
Banks & Company Partnership


By: Daniel W. LeBlond, Jr.
General Manager


Minor M. LeBlond a/k/a
Minor Morrow LeBlond, Individually

LESS AND EXCEPT:

PARCEL NO. 2

Begin at the point of intersection of the Northern line of grantors property with the present Western right-of-way line of Fogg Road as shown on the plans for State Project No. 94-0029-02-006-10; from said point of beginning run thence South $01^{\circ} 28'$ East along said present Western right-of-way line, a distance of 245.142 meters (804.27 feet); thence run West, a distance of 16.874 meters (55.36 feet) to a point that is 30.000 meters (98.425 feet) Westerly of and perpendicular to the centerline of survey of said Fogg

Road at Survey Station 9+650; thence run North $05^{\circ} 21'$ West, a distance of 149.998 meters (492.12 feet); thence run North $38^{\circ} 15'$ West, a distance of 95.374 meters (312.91 feet) to a point that is 130.000 meters (426.509 feet) Southerly of and perpendicular to the centerline of survey of said project at Survey Station 24+650; thence run North $72^{\circ} 40'$ West, a distance of 59.202 meters (194.232 feet) to the said Northern line of grantors property; thence run North $88^{\circ} 42'$ East along said Northern property line, a distance of 140.156 meters (459.83 feet) to the point of beginning, containing 0.963 hectares (2.38 acres), more or less.

All of the above being situated in and a part of the Northeast 1/4 of the Northeast 1/4 of Section 6, Township 3 South, Range 8 West.

PARCEL NO. 3

Begin at a point on the present Western right-of-way line of Fogg Road as shown on the plans for State Project No. 94-0029-02-006-10 at Survey Station 9+550; from said point of beginning run thence West, a distance of 17.814 meters (58.445 feet); thence run North $01^{\circ} 28'$ West, a distance of 66.190 meters (217.159 feet) to a point that is 30.000 meters (98.426 feet) Westerly of and perpendicular to the centerline of survey of said Fogg Road at Survey Station 9+616.190; thence North $60^{\circ} 47'$ West, a distance of 42.793 meters (140.397 feet); thence run North $02^{\circ} 59'$ West, a distance of 137.748 meters (451.929 feet); thence run North $21^{\circ} 47'$ West, a distance of 24.397 meters (80.043 feet); thence run North $38^{\circ} 15'$ West, a distance of 49.840 meters (163.517 feet); thence run North $55^{\circ} 33'$ West, a distance of 25.558 meters (83.852 feet) to a point that is 155.290 meters (509.482 feet) Southerly of and perpendicular to the centerline of survey of said project at Survey Station 24+620.120; thence run North $72^{\circ} 33'$ West, a distance of 132.191 meters (433.533 feet) to the Northern line of grantors property; thence run North $88^{\circ} 42'$ East along said Northern property line, a distance of 102.108 meters (335.00 feet); thence run South $72^{\circ} 50'$ East, a distance of 58.635 meters (192.372 feet) to a point that is 130.000 meters (426.509 feet) Southerly of and perpendicular to the centerline of survey of said project at Survey Station 24+650; thence run South $38^{\circ} 15'$ East, a distance of 95.374 meters (312.907 feet); thence run South $05^{\circ} 17'$ East, a distance of 149.454 meters (490.335 feet); thence run East,

Signed for Identification:
Banks & Company Partnership

By: Daniel W. LeBlond, Jr.
General Manager

Minor M. LeBlond
Minor M. LeBlond a/k/a
Minor Morrow LeBlond, Individually

LESS AND EXCEPT:

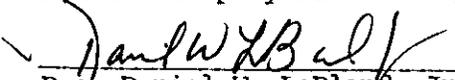
a distance of 16.874 meters (55.361 feet); thence run South 01° 28' East, a distance of 94.593 meters (310.344 feet) to the point of beginning, containing 1.404 hectares (3.47 acres), more or less.

All of the above being situated in and a part of the Northeast 1/4 of the Northeast 1/4 of Section 6, Township 3 South, Range 8 West.

Parcel No. 1, Parcel No. 2 and Parcel No. 3 contain an aggregate of 23.030 hectares (56.910 acres), more or less.

Together with any and all abutters rights of access, if any, in, to, over, on and across the lands described as designated as Parcel No. 1 and Parcel No. 2 above.

Signed for Identification:
Banks & Company Partnership


By: Daniel W. LeBlond, Jr.
General Manager

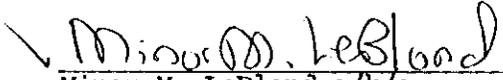

Minor M. LeBlond a/k/a
Minor Morrow LeBlond, Individually

EXHIBIT _____

INDEXING INSTRUCTIONS

This Document should be Indexed Under the Checked Quarter Quarter Sections.

Section 31 Township 2 S Range 8 W County DESOTO State Mississippi

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4												
								X	X	X	X				

Other: _____

Section 35 Township 2 S Range 9 W County DESOTO State Mississippi

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4												
								X			X	X	X	X	X

Other: _____

Section 36 Township 2 S Range 9 W County DESOTO State Mississippi

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4												
												X	X	X	X

Other: _____

Section 5 Township 3 S Range 8 W County DESOTO State Mississippi

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4												
					X	X	X	X	X	X	X				

Other: _____

This Instrument prepared by: First South Production Credit Association
914 VAN BUREN AVE.
PO. BOX 29
OXFORD, MS 38655
 Phone Number: 662-234-5015

EXHIBIT _____

INDEXING INSTRUCTIONS

This Document should be Indexed Under the Checked Quarter Quarter Sections.

Section 6 Township 3 S Range 8 W County DESOTO State Mississippi

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4												
X	X	X	X	X	X	X	X	X			X				

Other: _____

Section 1 Township 3 S Range 9 W County DESOTO State Mississippi

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NE/4	NW/4	SW/4	SE/4												
								X	X			X	X	X	X

Other: _____

Section 2 Township 3 S Range 9 W County DESOTO State Mississippi

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4												
X	X	X	X	X											

Other: _____

Section 31 Township 3 S Range 9 W County DESOTO State Mississippi

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4												
												X	X	X	X

Other: _____

This Instrument prepared by: First South Production Credit Association
814 VAN BUREN AVE.
PO. BOX 29
OXFORD, MS 38655
 Phone Number: 662-234-5015

EXHIBIT _____

INDEXING INSTRUCTIONS

This Document should be Indexed Under the Checked Quarter Quarter Sections.

Section 32 Township 3 S Range 9 W County DESOTO State Mississippi

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
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Other: _____

Section 6 Township 4 S Range 9 W County DESOTO State Mississippi

NE/4				NW/4				SW/4				SE/4			
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Other: _____

Section 7 Township 4 S Range 9 W County DESOTO State Mississippi

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NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
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Other: _____

Section 31 Township 3 S Range 9 W County DESOTO State Mississippi

NE/4				NW/4				SW/4				SE/4			
NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4	NE/4	NW/4	SW/4	SE/4
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>											

Other: _____

This Instrument prepared by: First South Production Credit Association
914 VAN BUREN AVE.
PO. BOX 29
OXFORD, MS 38655
 Phone Number: 662-234-5015