

BK 1208PG0777

FILE NUMBER: 00-349
PREPARED BY AND RETURN TO:
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STATE MS. - DESOTO CO. p2
FILED

MAY 1 2 39 PM '00

LAND DEED OF TRUST

BK 1208 PG 777
W.E. ...

THIS INDENTURE, made and entered into this day by and between _____
_____ REEVES-WILLIAMS, L.L.C. _____ whose
address is 8727 Northwest Drive, Southaven, Mississippi 38671
as Grantor (herein designated as "Debtor"), and Thomas F. Baker, IV
as Trustee, and FIRST TENNESSEE BANK, NATIONAL ASSOCIATION
615 Goodman Road East of Southaven, Mississippi 38671
as Beneficiary (herein designated as "Secured Party"), WITNESSETH:

WHEREAS, Debtor is indebted to Secured Party in the full sum of NINE HUNDRED FORTY
THOUSAND THREE HUNDRED FIFTY-ONE AND NO/100 _____
DOLLARS (\$ 940,351.00) 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:

One single principal payment of the balance, due on Demand, if no demand, one
year from date, plus interest payable beginning July 1, 2000, and continuing on the
same day of each successive Quarterly calendar period, except that the final
interest installment shall be payable on Demand, if no demand, one year from
date.

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
County of DeSoto, State of Mississippi:

SEE "SCHEDULE A" ATTACHED HERETO AND MADE A PART HEREOF

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 due 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 improvement 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 or 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.

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 27th day of April, 2000.

REEVES-WILLIAMS, L.L.C.

By: [Signature]
Mazin A. Kallan - Manager

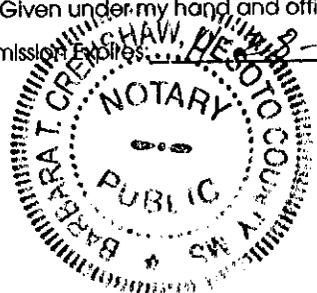
By: [Signature]
Mark S. Bellin - Manager

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid Mazin A. Kallan - Manager and Mark S. Bellin - Manager, who acknowledged that they as managers of REEVES-WILLIAMS, L.L.C., a Limited Liability Company, and that for and on behalf of the said REEVES-WILLIAMS, L.L.C., and as its act and deed they executed the above and foregoing instrument after first having been duly authorized by said REEVES-WILLIAMS, L.L.C. so to do.

Given under my hand and official seal of office, this the 27th day of April, 2000.
My Commission Expires 8-00 [Signature]
Notary Public



"SCHEDULE A"

A 11.21, more or less, acre tract of land being known as Section B, Tipton-Pollard PUD: Being located in the Northwest Quarter of the Southwest Quarter of Section 1, Township 2 South, Range 8 West, City of Southaven, DeSoto County, Mississippi and being further described as follows:

Beginning at a point, said point being North 00 degrees, 00 minutes, 00 seconds West 2,642.96 feet and North 90 degrees, 00 minutes, 00 seconds East 962.22 feet of the Southwest corner of Section 1, Township 2 South, Range 8 West, City of Southaven, DeSoto County, Mississippi; thence North 89 degrees, 59 minutes, 40 seconds East 280.10 feet to a point; thence South 00 degrees, 00 minutes, 20 seconds East 170.00 feet to a point; thence South 89 degrees, 59 minutes, 40 seconds West 60.27 feet to a point; thence along a curve to the left having a radius of 50.00 feet a chord bearing of South 45 degrees, 01 minutes, 03 seconds West a chord length of 70.68 feet and an arc length of 78.50 feet to a point; thence South 00 degrees, 02 minutes, 25 seconds West 423.59 feet to a point; thence South 89 degrees, 57 minutes, 35 seconds East 118.81 feet to a point; thence South 00 degrees, 19 minutes, 41 seconds East 505.93 feet to a point; thence North 89 degrees, 08 minutes, 43 seconds East 20.10 feet to a point; thence South 00 degrees, 51 minutes, 17 seconds East 180.00 feet to a point; thence South 89 degrees, 08 minutes, 43 seconds West 615.05 feet to a point; thence North 00 degrees, 02 minutes, 25 seconds East 521.50 feet to a point; thence South 89 degrees, 57 minutes, 35 seconds East 155.00 feet to a point; thence South 00 degrees, 02 minutes, 25 seconds West 1.52 feet to a point; thence South 89 degrees, 57 minutes, 35 seconds East 145.00 feet to a point; thence North 00 degrees, 02 minutes, 25 seconds East 818.62 to the point of beginning containing 11.21, more or less, acres (488,236, more or less, square feet) of land being subject to all codes, rules and regulations, subdivision covenants, easements and right of ways of record.

AND:

A 56.92, more or less, acre tract of land being located in part of the Southwest and Southeast Quarters of the Northwest Quarter and part of the Northwest and Northeast Quarters of the Southwest Quarter of Section 1, Township 2 South, Range 8 West, City of Southaven, DeSoto County, Mississippi and being more particularly described as follows:

Commencing at the Southwest corner of Section 1, Township 2 South, Range 8 West, thence East, 1276.27 feet; thence North 1313.74 feet to the true point of beginning for the herein described tract; thence North 00 degrees, 51 minutes, 17

seconds West, 180.00 feet; thence South 89 degrees, 08 minutes, 43 seconds West 20.10 feet; thence North 00 degrees, 19 minutes, 41 seconds West 505.93 feet; thence North 89 degrees, 57 minutes, 35 seconds West 118.81 feet; thence North 00 degrees, 02 minutes, 25 seconds East 423.59 feet; thence along a curve to the right having the following attributes: Delta = 89 degrees, 57 minutes, 15 seconds, Radius = 50.00 feet, Tangent = 49.96 feet, Length = 78.50 feet, Chord = 70.68 feet, Chord Bearing = North 45 Degrees, 01 minutes, 03 seconds East; thence North 89 degrees, 59 minutes, 40 seconds East 60.27 feet; thence North 00 degrees, 00 minutes, 20 seconds West 465.00 feet; thence South 89 degrees, 59 minutes, 40 seconds West 579.86 feet; thence North 00 degrees, 00 minutes, 19 seconds West 691.49 feet, thence South 89 degrees, 57 minutes, 47 seconds East 661.89 feet; thence North 89 degrees, 50 minutes, 13 seconds East 627.16 feet; thence North 87 degrees, 58 minutes, 16 seconds East 159.96 feet; thence South 00 degrees, 38 minutes, 14 seconds East 2310.00 feet; thence South 89 degrees, 08 minutes, 43 seconds West 860.82 feet to the point of beginning and containing 56.92 more or less acres of land subject to all codes, covenants, restrictions, regulations, revisions, easements and rights-of-way of record.