

BK 1270PG0715

After Recording, Return To:
Holcomb Dunbar, P.A.
P.O. Box 190
Southaven, MS 38671
601-549-0664

File No. 906225 Initials JSM

LAND DEED OF TRUST

THIS INDENTURE, made and entered into this day by and between MILLENNIUM OF MISSISSIPPI, LLC

whose address is 1651 DANCY BLVD. HORN LAKE
(Street No or RFD No and Box) (City)

DESOTO MS 38637, as Grantor (herein designated as "Debtor"), and
(County) (State)

JAMES E. WOODS P.O. 1456 OLIVE BRANCH, MS AS TRUSTEE,
(Name) (Address)

and BANCORPSOUTH BANK, of 8966 E. GOODMAN RD
(Address)

OLIVE BRANCH, Mississippi as Beneficiary

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

WHEREAS, Debtor is indebted to Secured Party in the full sum of SIX HUNDRED THOUSAND DOLLARS AND NO/100*

Dollars (\$ 600,000.00) evidenced by A MASTER promissory note(s) dated as shown below in favor of Secured Party, bearing interest from DATE(S) at the rate specified in the note(s) providing for payment of attorney's fees for collection if not paid according to the terms thereof and being due and payable as set forth below:

Note dated NOVEMBER 21 2000 for SIX HUNDRED THOUSAND DOLLARS AND NO/100* (\$ 600,000.00) Dollars

due and payable as follows: INTEREST DUE QUARTERLY BEGINNING 2-5-2001
PRINCIPAL DUE AT MATURITY ON 11-5-2001

STATE MS. - DESOTO CO.
FILED
Dec 6 4 29 PM '00

BK. 1270 PG 715
V.L.K.

WHEREAS, Debtor desires to secure prompt payment of (a) the indebtedness described above according to its terms and any renewals and extensions thereof, (b) any additional and future advances with interest thereon which Secured Party may make to Debtor as provided in Paragraph 1, (c) any other indebtedness which Debtor may now or hereafter owe to Secured Party as provided in Paragraph 2 and (d) any advances with interest which Secured Party may make to protect the property herein conveyed as provided in Paragraphs 3, 4, 5 and 6 (all being herein referred to as the "Indebtedness").

NOW THEREFORE, In consideration of the existing and future Indebtedness herein recited, Debtor hereby conveys and warrants unto Trustee the land described below situated in the

City of HORN LAKE County of DESOTO State of Mississippi:

See Exhibits "A" and "B" attached hereto and made a part hereof as if copied herein verbatim.

together with all improvements and appurtenances now or hereafter erected on, and all fixtures of any and every description now or hereafter attached to, said land (all being herein referred to as the "Property"). Notwithstanding any provision in this agreement or in any other agreement with Secured Party, the Secured Party shall not have a nonpossessory security interest in and its Collateral or Property shall not include any household goods (as defined in Federal Reserve Board Regulation AA, Subpart B), unless the household goods are identified in a security agreement and are acquired as a result of a purchase money obligation. Such household goods shall only secure said purchase money obligation (including any refinancing thereof).

This is the first lien on the above described property except _____

THIS CONVEYANCE, HOWEVER, IS IN TRUST to secure prompt payment of all existing and future Indebtedness due by Debtor to Secured Party under the provisions of this Deed of Trust. If Debtor shall pay said Indebtedness promptly when due and shall perform all covenants made by Debtor, then this conveyance shall be void and of no effect. If Debtor shall be in default as provided in Paragraph 9, then, in that event, the entire Indebtedness, together with all interest accrued thereon, shall, at the option of Secured Party, be and become at once due and payable without notice to Debtor, and Trustee shall, at the request of Secured Party, sell the Property conveyed, or a sufficiency thereof, to satisfy the Indebtedness at public outcry to the highest bidder for cash. Sale of the property shall be advertised for three consecutive weeks preceding the sale in a newspaper published in the county where the Property is situated, or if none is so published, then in some newspaper having a general circulation therein, and by posting a notice for the same time at the courthouse of the same county. The notice and advertisement shall disclose the names of the original debtors in this Deed of Trust. Debtors waive the provisions of Section 89-1-55 of the Mississippi Code of 1972 as amended, if any, as far as this section restricts the right of Trustee to offer at sale more than 160 acres at a time, and Trustee may offer the property herein conveyed as a whole, regardless of how it is described.

If the Property is situated in two or more counties, or in two judicial districts of the same county, Trustee shall have full power to select in which county, or judicial district, the sale of the property is to be made, newspaper advertisement published and notice of sale posted, and Trustee's selection shall be binding upon Debtor and Secured Party. Should Secured Party be a corporation or an unincorporated association, then any officer thereof may declare Debtor to be in default as provided in Paragraph 9 and request Trustee to sell the Property. Secured Party shall have the same right to purchase the property at the foreclosure sale as would a purchaser who is not a party to this Deed of Trust.

From the proceeds of the sale Trustee shall first pay all costs of the sale including reasonable compensation to Trustee; then the Indebtedness due Secured Party by Debtor, including accrued interest and attorney's fees due for collection of the debt; and then, lastly, any balance remaining to Debtor.

IT IS AGREED that this conveyance is made subject to the covenants, stipulations and conditions set forth below which shall be binding upon all parties hereto.

1. This Deed of Trust shall also secure all future and additional advances which Secured Party may make to Debtor from time to time upon the security herein conveyed. Such advances shall be optional with Secured Party and shall be on such terms as to amount, maturity and rate of interest as may be mutually agreeable to both Debtor and Secured Party. Any such advance may be made to any one of the Debtors should there be more than one, and if so made, shall be secured by this Deed of Trust to the same extent as if made to all Debtors.

2. This Deed of Trust shall also secure any and all other Indebtedness of Debtor due to Secured Party with interest thereon as specified, or of any one of the Debtors should there be more than one, whether direct or contingent, primary or secondary, sole, joint or several, now existing or hereafter arising at any time before cancellation of this Deed of Trust. Such Indebtedness may be evidenced by note, open account, overdraft, endorsement, guaranty or otherwise.

3. Debtor shall keep all improvements on the land herein conveyed insured against fire, all hazards included with the term "extended coverage", flood in areas designated by the U. S. Department of Housing and Urban Development as being subject to overflow and such other hazards and in such amounts as Secured Party may reasonably require. All policies shall be written by reliable insurance companies acceptable to Secured Party, shall include standard loss payable clauses in favor of Secured Party and shall be delivered to Secured Party. Debtor shall promptly pay when due all premiums charged for such insurance, and shall furnish Secured Party the premium receipts for inspection. Upon Debtor's failure to pay the premiums, Secured Party shall have the right, but not the obligation, to pay such premiums. In the event of a loss covered by the insurance in force, Debtor shall promptly notify Secured Party who may make proof of loss if timely proof is not made by Debtor. All loss payments shall be made directly to Secured Party as loss payee who may either apply the proceeds to the repair or restoration of the damaged improvements or to the Indebtedness of Debtor, or release such proceeds in whole or in part to Debtor.

4. Debtor shall pay all taxes and assessments, general or special, levied against the Property or upon the interest of Trustee or Secured Party therein, during the term of this Deed of Trust before such taxes or assessments become delinquent, and shall furnish Secured Party the tax receipts for inspection. Should Debtor fail to pay all taxes and assessments when due, Secured Party shall have the right, but not the obligation, to make these payments.

TRACT I

A tract of land being located in the Northeast Quarter of Section 35, Township 1 South, Range 8 West, City of Horn Lake, DeSoto County, Mississippi and being more particularly described as follows:

Commencing at an axle (found) at the Southeast corner of Section 35, Township 1 South, Range 8 West; thence North 00 degrees 50' 50" West 646.61 feet to a point; thence North 00 degrees 58' 57" West 665.25 feet to a point; thence North 00 degrees 41' 53" West 674.28 feet to a point; thence North 00 degrees 48' 41" West 251.17 feet to a point; thence North 01 degrees 05' 35" West 427.78 feet to an iron pin (found); said iron pin being the TRUE POINT OF BEGINNING of the herein described tract; thence South 88 degrees 40' 49" West 1286.47 feet to an iron pin (set); thence North 00 degrees 35' 53" West 675.06 feet to an iron pin (set); thence North 88 degrees 48' 23" East 756.32 feet to an iron pin (set); thence North 02 degrees 39' 00" West 822.70 feet to an iron pin (set); thence South 88 degrees 55' 51" West 1348.26 feet to a fence rail (found); thence South 88 degrees 30' 13" West 674.22 feet to an iron pin (set); thence North 02 degrees 57' 14" West 429.56 feet to an iron pin (found); thence North 88 degrees 31' 43" East 582.91 feet to an iron pin (set); thence North 06 degrees 24' 14" West 524.61 feet to an iron pin (set); thence North 88 degrees 23' 17" East 108.46 feet to an iron pin (set); thence North 43 degrees 23' 17" East 70.71 feet to a concrete right-of-way monument (found); thence North 55 degrees 39' 15" East 95.35 feet to a concrete right-of-way monument (found); thence North 88 degrees 16' 25" East 219.79 feet to an iron pin (set); thence North 88 degrees 23' 17" East 150.00 feet to an iron pin (set); thence North 87 degrees 57' 30" East 58.28 feet to an iron pin (set); thence South 01 degrees 16' 55" East 246.05 feet to an iron pin (set); thence North 88 degrees 40' 56" East 124.00 feet to an iron pin (set); thence North 01 degrees 16' 55" West 50.08 feet to an iron pin (set); thence North 88 degrees 30' 31" East 315.57 feet to an iron pin (set); thence South 01 degrees 25' 18" East 327.90 feet to an iron pin (found); thence South 60 degrees 02' 36" East 369.10 feet to an iron pin (set); thence South 50 degrees 01' 19" East 166.34 feet to an iron pin (set); thence South 60 degrees 48' 07" East 175.08 feet to an iron pin (set); thence North 88 degrees 20' 03" East 310.40 feet to an iron pin (found); thence North 87 degrees 25' 37" East 47.31 feet to an iron pin (found); thence South 00 degrees 45' 34" East 980.54 feet to an iron pin (set); thence South 00 degrees 45' 34" East 668.17 feet to the POINT OF BEGINNING.

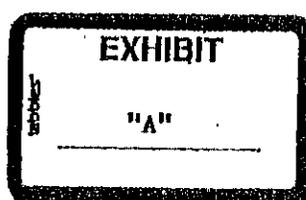
INDEXING INSTRUCTIONS: A tract of land located in the Northeast 1/4 of Section 35, Township 1 South, Range 8 West, DeSoto County, Mississippi.

TRACT II

A tract of land being located in the Northwest and Southwest Quarter of Section 36, Township 1 South, Range 8 West, City of Horn Lake, DeSoto County, Mississippi, and being more particularly described as follows:

Commencing at an axle (found) at the Southwest Corner of Section 36, Township 1 South, Range 8 West; thence North 00 degrees 50' 50" West 646.61 feet to a point; thence North 00 degrees 58' 57" West 665.25 feet to a point; thence North 00 degrees 41' 53" West 674.28 feet to a point; thence North 00 degrees 48' 41" West 251.17 feet to an iron pin (found); said iron pin being the TRUE POINT OF BEGINNING of the herein described tract; thence North 01 degrees 05' 35" West 427.78 feet to an iron pin (found); thence North 00 degrees 45' 34" West 668.17 feet to an iron pin (set); thence North 00 degrees 45' 34" West 980.54 feet to an iron pin (found); thence North 88 degrees 28' 50" East 1060.43 feet to an iron pin (found); thence South 00 degrees 14' 42" West 45.87 feet to an iron pin (found); thence South 87 degrees 44' 23" West 286.94 feet to an iron pin (found); thence South 02 degrees 10' 45" East 324.81 feet to an iron pin (set); thence North 87 degrees 44' 23" East 335.00 feet to an iron pin (found); thence South 00 degrees 02' 56" East 796.03 feet to an iron pin (set); thence South 88 degrees 16' 04" East 991.67 feet to an iron pin (found); thence North 89 degrees 35' 56" East 1526.43 feet to an iron pin (found); thence South 02 degrees 36' 13" East 812.12 feet to an iron pin (set); thence North 89 degrees 24' 12" West 23.61 feet to an iron pin (found); thence South 66 degrees 19' 30" West 42.96 feet to an iron pin (set); thence North 14 degrees 33' 15" West 49.59 feet to an iron pin (set); thence North 57 degrees 18' 54" West 246.32 feet to an iron pin (set); thence South 74 degrees 57' 15" West 34.56 feet to an iron pin (set); thence South 80 degrees 35' 43" West 64.18 feet to an iron pin (set); thence North 88 degrees 01' 24" West 17.22 feet to an iron pin (set); thence North 65 degrees 27' 03" West 183.13 feet to an iron pin (set); thence North 81 degrees 50' 21" West 211.83 feet to an iron pin (set); thence North 75 degrees 00' 13" West 200.14 feet to an iron pin (set); thence North 81 degrees 30' 21" West 202.64 feet to an iron pin (set); thence North 64 degrees 10' 01" West 201.84 feet to an iron pin (set); thence North 86 degrees 10' 26" West 206.14 feet to an iron pin (set); thence North 42 degrees 13' 38" West 230.64 feet to an iron pin (set); thence North 76 degrees 24' 15" West 400.97 feet to an iron pin (set); thence North 62 degrees 59' 08" West 163.20 feet to an iron pin (found); thence North 49 degrees 54' 34" West 114.92 feet to an iron pin (found); thence North 56 degrees 05' 44" West 31.11 feet to an iron pin (found); thence South 87 degrees 33' 43" West 301.23 feet to the POINT OF BEGINNING.

INDEXING INSTRUCTIONS: A tract of land located in the Northwest and Southwest 1/4's of Section 36, Township 1 South, Range 8 West, DeSoto County, Mississippi.



Tract III

18.202 Acres; more or less, situated in the southeast quarter of Section 35, Township 1 South, Range 8 West, DeSoto County, Mississippi, and being more particularly described as follows:

Commencing at an axel found at the locally used and accepted southwest corner of Section 36, Township 1 South, Range 8 West, DeSoto County, Mississippi, common to the southeast corner of Section 35; thence North 00 degrees 21 minutes 10 seconds West 646.69 feet to a pipe found, being the southeast corner and the point of beginning of the described tract; thence North 89 degrees 26 minutes 45 seconds West 1240.84 feet to found angle iron; thence North 04 degrees 22 minutes 44 seconds East 406.15 feet to a rebar found; thence South 89 degrees 25 minutes 45 seconds East 70.33 feet to a rebar set; thence North 00 degrees 28 minutes 12 seconds East 54.25 feet to a rebar set; thence North 04 degrees 10 minutes 37 seconds East 207.51 feet to a rebar found; thence South 89 degrees 22 minutes 42 seconds East 1126.94 feet to a pipe found; thence South 00 degrees 15 minutes 27 seconds West 665.25 feet to the point of beginning and containing 18.202 acres, more or less. All bearings being referenced to true north in accordance with the survey of Land Surveying Company, Newton B. Land III, PLS, dated December 1998.

Tract IV

Part of the Southwest Quarter of Section 36, Township 1 South, Range 8 West, DeSoto County, Mississippi, more particularly described as follows, to-wit:

Commencing at an Axle found at the locally used and accepted Southwest corner of Section 36, Thence North 88 degrees 53 minutes 12 seconds East along the North line of DeSoto Woods Subdivision, Section C, a distance of 354.30 feet to a pipe found; thence North 00 degrees 54 minutes 56 seconds West a distance of 1169.32 feet to a pipe found; thence North 88 degrees 58 minutes 06 seconds East a distance of 99.93 feet to a rebar found; thence North 00 degrees 55 minutes 16 seconds West a distance of 199.66 feet to a rebar found; thence South 89 degrees 06 minutes 12 seconds West a distance of 123.88 feet to a rebar found; Thence North 00 degrees 54 minutes 56 seconds West a distance of 857.52 feet to a rebar set in a ditch; thence Southeasterly along the centerline of an old ditch the following calls:

1. South 49 degrees 56 minutes 19 seconds East a distance of 115.41 feet to a rebar found;
 2. South 57 degrees 59 minutes 31 seconds East a distance of 283.07 feet to a rebar found;
 3. South 16 degrees 55 minutes 42 seconds West a distance of 140.54 feet to a rebar found;
 4. South 42 degrees 13 minutes 55 seconds West a distance of 109.06 feet to a rebar found;
 5. South 02 degrees 25 minutes 19 seconds East a distance of 98.17 feet to a rebar found;
 6. South 46 degrees 51 minutes 42 seconds East a distance of 94.17 feet to a rebar found;
 7. South 70 degrees 57 minutes 51 seconds East a distance of 135.97 feet to a rebar found;
 8. North 83 degrees 52 minutes 01 seconds East a distance of 34.11 feet to a rebar set;
- Thence, leaving said ditch, South 00 degrees 46 minutes 41 seconds East a distance of 1410.82 feet to a found angle iron; thence North 88 degrees 29 minutes 14 seconds East of distance of 55.83 feet to a rebar set; Thence South 01 degrees 02 minutes 28 seconds East a distance of 165.00 feet to a pipe found in the North Line of said DeSoto Woods Subdivision; thence South 88 degrees 52 minutes 27 seconds West along said North line of Subdivision a distance of 467.96 feet to the Point of Beginning.

Indexing Instructions: Located in the Southeast Quarter of Section 35, Township 1 South, Range 8 West, DeSoto County, Mississippi
AND
Southwest Quarter of Section 36, Township 1 South, Range 8 West, DeSoto County, Mississippi

EXHIBIT

"B"

5. Debtor shall keep the Property in good repair and shall not permit or commit waste, impairment or deterioration thereof. Debtor shall use the Property for lawful purposes only. Secured Party may make or arrange to be made entries upon and inspections of the Property after first giving Debtor notice prior to any inspection specifying a just cause related to Secured Party's interest in the Property. Secured Party shall have the right, but not the obligation, to cause needed repairs to be made to the Property after first affording Debtor a reasonable opportunity to make the repairs.

Should the purpose of the primary Indebtedness for which this Deed of Trust is given as security be for construction of improvements on the land herein conveyed, Secured Party shall have the right to make or arrange to be made entries upon the Property and inspections of the construction in progress. Should Secured Party determine that Debtor is failing to perform such construction in a timely and satisfactory manner, Secured Party shall have the right, but not the obligation, to take charge of and proceed with the construction at the expense of Debtor after first affording Debtor a reasonable opportunity to continue the construction in a manner agreeable to Secured Party.

6. Any sums advanced by Secured Party for insurance, taxes, repairs or construction as provided in Paragraphs 3, 4 and 5 shall be secured by this Deed of Trust as advances made to protect the Property and shall be payable by Debtor to Secured Party, with interest at the rate specified in the note representing the primary Indebtedness, within thirty days following written demand for payment sent by Secured Party to Debtor by certified mail. Receipts for insurance premiums, taxes and repair or construction costs for which Secured Party has made payment shall serve as conclusive evidence thereof.

7. As additional security Debtor hereby assigns to Secured Party all rents accruing on the Property. Debtor shall have the right to collect and retain the rents as long as Debtor is not in default as provided in Paragraph 9. In the event of default, Secured Party in person, by an agent or by a judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and collect the rents. All rents so collected shall be applied first to the costs of managing the Property and collecting the rents, including fees for a receiver and an attorney, commissions to rental agents, repairs and other necessary related expenses and then to payments on the Indebtedness.

8. If all or any part of the Property, or an interest therein, is sold or transferred by Debtor, excluding (a) the creation of a lien subordinate to this Deed of Trust, (b) a transfer by devise, by descent or by operation of law upon the death of a joint owners or (c) the grant of a leasehold interest of three years or less not containing an option to purchase, Secured Party may declare all the Indebtedness to be immediately due and payable. Secured Party shall be deemed to have waived such option to accelerate if, prior or subsequent to the sale or transfer, Secured Party and Debtor's successor in interest reach agreement in writing that the credit of such successor in interest is satisfactory to Secured Party and that the successor in interest will assume the Indebtedness so as to become personally liable for the payment thereof. Upon Debtor's successor in interest executing a written assumption agreement accepted in writing by Secured Party, Secured Party shall release Debtor from all obligations under the Deed of Trust and the Indebtedness unless the Assumption Agreement states otherwise.

If the conditions resulting in a waiver of the option to accelerate are not satisfied, and if Secured Party elects not to exercise such option, then any extension or modification of the terms of repayment from time to time by Secured Party shall not operate to release Debtor or Debtor's successor in interest from any liability imposed by this Deed of Trust or by the Indebtedness.

If Secured Party elects to exercise the option to accelerate, Secured Party shall send Debtor notice of acceleration by certified mail. Such notice shall provide a period of thirty days from the date of mailing within which Debtor may pay the Indebtedness in full. If Debtor fails to pay such Indebtedness prior to the expiration of thirty days, Secured Party may, without further notice to Debtor, invoke any remedies set forth in this Deed of Trust.

9. Debtor shall be in default under the provisions of this Deed of Trust, at the option of Secured Party, if debtor (a) shall fail to comply with any of Debtor's covenants or obligations contained herein, or in the note(s), or in the Loan Agreement (b) shall fail to pay any of the indebtedness secured hereby, or any installment thereof or interest thereon, as such indebtedness, installment or interest shall be due by contractual agreement or by acceleration, (c) shall become bankrupt or insolvent or be placed in receivership, or upon the death of Debtor, (d) shall, if a corporation, a partnership or an unincorporated association, be dissolved voluntarily or involuntarily, or (e) if Secured Party in good faith deems itself insecure and its prospect of repayment seriously impaired.

10. Secured Party may at any time, without giving formal notice to the original or any successor Trustee, or to Debtor, and without regard to the willingness or inability of any such Trustee to execute this trust, appoint another person or succession of persons to act as Trustee, and such appointee in the execution of this trust shall have all the powers vested in and obligations imposed upon Trustee. Should Secured Party be a corporation or an unincorporated association, then any officer thereof may make such appointment.

11. Each privilege, option or remedy provided in this Deed of Trust to Secured Party is distinct from every other privilege, option or remedy contained herein or afforded by law or equity, and may be exercised independently, concurrently, cumulatively or successively by Secured Party or by any other owner or holder of the Indebtedness. Forbearance by Secured Party in exercising any privilege, option or remedy after the right to do so has accrued shall not constitute a waiver of Secured Party's right to exercise such privilege, option or remedy in event of any subsequent accrual.

12. The words "Debtor" or "Secured Party" shall each embrace one individual, two more more individuals, a corporation, a partnership or an unincorporated association, depending on the recital herein of the parties to this Deed of Trust. The covenants herein contained shall bind, and the benefits herein provided shall inure to, the respective legal or personal representatives, successors or assigns of the parties hereto subject to the provisions of Paragraph 8. If there be more than one Debtor, then Debtor's obligations shall be joint and several. Whenever in this Deed of Trust the context so requires, the singular shall include the plural and the plural the singular. Notices required herein from Secured Party to Debtor shall be sent to the address of Debtor shown in this Deed of Trust.

13. This Deed of Trust is given and taken in renewal and extension of the following described Deed(s) of Trust which are recorded in the Book(s) and at the page(s) of the deeds and records of the county(ies) of the State of Mississippi shown below, and is in no way intended to void said deed(s) of trust or impair the security thereof, to-wit:

Trust Deed Dated _____ recorded in Book _____ Page _____ of _____ County, MS
Trust Deed Dated _____ recorded in Book _____ Page _____ of _____ County, MS
Trust Deed Dated _____ recorded in Book _____ Page _____ of _____ County, MS

IN WITNESS WHEREOF, Debtor has executed this Deed of Trust on the 21st day of November, 2000

CORPORATE, PARTNERSHIP OR ASSOCIATION SIGNATURE

INDIVIDUAL SIGNATURES

MILLENNIUM OF MISSISSIPPI, LLC

Name of Debtor

By [Signature]

STEVAN HIMMELSTEIN, MEMBER Title

WHITNEY T. SLADE, MEMBER Title

JOHN L. SCOTT, MEMBER Title

SHERMAN MCGILL, MEMBER Title

TOMAS TELLO, MEMBER Title

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF MISSISSIPPI
COUNTY OF _____

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the
within named _____ who acknowledged that he signed and delivered the foregoing
Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal of office, this the _____ day of _____,

My Commission Expires _____

NOTARY PUBLIC

CORPORATE, PARTNERSHIP OR ASSOCIATION ACKNOWLEDGEMENT

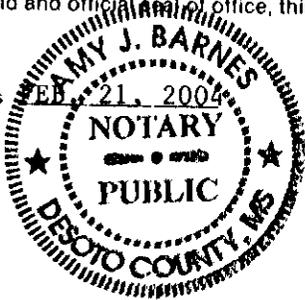
STATE OF MISSISSIPPI
COUNTY OF _____

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, STEVEAN HIMMELSTEIN
WHITNEY T. SLADE, MEMBER; JOHN SCOTT, MEMBER and SHERMAN MCGILL, MEMBER; TOMAS TELLO, MEMBER
respectively of Debtor, the above named MILLENNIUM OF MISSISSIPPI, LLC

a corporation - a partnership - an unincorporated association, who acknowledged that for and on its behalf, The Y signed, sealed and
delivered the foregoing Deed of Trust on the day and year therein mentioned as its act and deed, being first duly authorized so to do.

Given under my hand and official seal of office, this the 21 ST day of NOVEMBER, 2000.

My Commission Expires _____



[Signature]
NOTARY PUBLIC

LAND DEED OF TRUST

from _____

to _____

Trustee _____
Filed for Record _____ o'clock _____ M. _____ Clerk _____
STATE OF MISSISSIPPI
Chancery Court _____

County _____
I certify that this Deed of Trust was filed for record in
my office at _____ o'clock _____ M., on
the _____ day of _____
and was duly recorded the _____ day of _____
Book No. _____, on page _____ in my office.
Witness my hand and seal of office, this _____
day of _____ Clerk _____ D. C. _____

Holcomb