

RETURN TO: BRIDGFORTH & BUNTIN
P. O. BOX 241
SOUTHAVEN, MS 38671
(662) 393-4450

BK 1272 PG 0645

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

This instrument prepared by
BANCORPSOUTH BANK
7125 AIRWAYS RD
SOUTHAVEN, MS 38671
662-349-5516

00-986

LAND DEED OF TRUST

(SINGLE NOTE)
LDC - 072

THIS INDENTURE, made and entered into this day by and between ARTHUR G. BRICKEY

whose address is 3195 HWY 301 NORTH LAKE CORMORANT
(Street No. or RFD No. and Box) (City)

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

J. PATRICK CALDWELL 7125 AIRWAYS RD, SOUTHAVEN, MS, 38671, AS TRUSTEE,
(Name) (Address)

and BANCORPSOUTH BANK, of 7125 AIRWAYS RD, SOUTHAVEN, MS, 38671,
(Address)

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

WHEREAS, Debtor is indebted to Secured Party in the full sum of TWO HUNDRED TWENTY FOUR THOUSAND
DOLLARS AND 00 CENTS

Dollars (\$ 224,000.00) evidenced by said promissory note(s) dated as shown below
in favor of Secured Party, bearing interest from date(s) of disbursement(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 DECEMBER 11, 2000 for TWO HUNDRED TWENTY FOUR THOUSAND
DOLLARS AND 00 CENTS (\$ 224,000.00) Dollars

due and payable as follows:

AS TO PRINCIPAL ONLY: (Check appropriate provision(s))

On DECEMBER 11, 2001 ; or

In _____ installments of \$ _____ each, commencing on _____
and on the same day of each and every
 month, quarter, six (6) months, or year thereafter, plus a final installment of the balance of
the principal and interest thereon on _____

Other (Specify) _____

STAT MS - DE 2070.00
DEC 14 12 40 PM '00

AS TO INTEREST ONLY: (Check appropriate provision(s))

On JUNE 11, 2001, and on the same day of each and every month,
 quarter, six (6) months, or year thereafter; or

Paid in advance to maturity by discount of the principal; or

At maturity

Other (Specify) _____

1272 645
BK

AS TO JOINT PRINCIPAL AND INTEREST: (Check appropriate provision(s))

In _____ installments of \$ _____ each, commencing on _____,
and on the same day of each and every month, quarter, six (6) months, or year thereafter,
plus a final installment of the balance of the principal and interest thereon on _____;

On _____

Other (Specify) _____

Said payment(s) shall be applied as provided in said note(s).

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 OLIVE BRANCH County of DESOTO State of Mississippi:

See Exhibit A annexed hereto and made a part hereof as if copied herein verbatim.

LOT 69, SECTION A, BELMOR LAKES, SITUATED IN SECTION 16, TOWNSHIP 2 SOUTH,
RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN
PLAT BOOK 72, PAGE 28, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY,
MISSISSIPPI

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P. O. BOX 241
SOUTHAVEN, MS 38671
(662) 393-4450

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BANCORPSOUTH BANK
7125 AIRWAYS RD
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662-349-5516

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Form No. 1
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00-986

LAND DEED OF TRUST

(SINGLE NOTE)
LDC - 072

THIS INDENTURE, made and entered into this day by and between ARTHUR G. BRICKEY

whose address is 3195 HWY 301 NORTH
(Street No. or RFD No. and Box)

LAKE CORMORANT
(City)

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

J. PATRICK CALDWELL 7125 AIRWAYS RD, SOUTHAVEN, MS, 38671, AS TRUSTEE,
(Name) (Address)

and BANCORPSOUTH BANK, of 7125 AIRWAYS RD, SOUTHAVEN, MS, 38671,
(Address)

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DOLLARS AND 00 CENTS

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Note dated DECEMBER 11, 2000 for TWO HUNDRED TWENTY FOUR THOUSAND
DOLLARS AND 00 CENTS (\$ 224,000.00) Dollars
due and payable as follows:

AS TO PRINCIPAL ONLY: (Check appropriate provision(s))

On DECEMBER 11, 2001 ; or

In _____ installments of \$ _____ each, commencing on _____
_____, and on the same day of each and every
 month, quarter, six (6) months, or year thereafter, plus a final installment of the balance of
the principal and interest thereon on _____
 Other (Specify) _____

STATENS-DE 2070 CO
DEC 14 12 40 PM '00
AW

AS TO INTEREST ONLY: (Check appropriate provision(s))

On JUNE 11, 2001, and on the same day of each and every month,
 quarter, six (6) months, or year thereafter; or
 Paid in advance to maturity by discount of the principal; or
 At maturity
 Other (Specify) _____

1272 645
BK
TR.

AS TO JOINT PRINCIPAL AND INTEREST: (Check appropriate provision(s))

In _____ installments of \$ _____ each, commencing on _____,
and on the same day of each and every month, quarter, six (6) months, or year thereafter,
plus a final installment of the balance of the principal and interest thereon on _____;
 On _____
 Other (Specify) _____

Said payment(s) shall be applied as provided in said note(s).

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 OLIVE BRANCH County of DESOTO State of Mississippi:

See Exhibit A annexed hereto and made a part hereof as if copied herein verbatim.

LOT 69, SECTION A, BELMOR LAKES, SITUATED IN SECTION 16, TOWNSHIP 2 SOUTH,
RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN
PLAT BOOK 72, PAGE 28, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY,
MISSISSIPPI

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the
within named ARTHUR G. BRICKEY 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 11TH day of DECEMBER, 2000

My Commission Expires 2-24-03



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, _____

(Title) and _____
(Title)
respectively of Debtor, the above named _____

a corporation-a partnership-an unincorporated association, who acknowledged that for and on its behalf, _____ he _____ 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 _____ day of _____

My Commission Expires _____

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 _____
_____, on page _____

Book No. _____ in my office.
Witness my hand and seal of office, this _____
day of _____
Clerk _____
_____, D. C.

B713

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 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.

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:

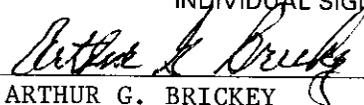
Trust Deed Dated _____ recorded in Book _____ Page _____ of _____ County, MS
Trust Deed Dated _____ recorded in Book _____ Page _____ of _____ County, MS
Trust Deed Dated _____ recorded in Book _____ Page _____ of _____ County, MS

IN WITNESS WHEREOF, Debtor has executed this Deed of Trust on the 11TH day of DECEMBER 2000 .

CORPORATE, PARTNERSHIP OR ASSOCIATION SIGNATURE

INDIVIDUAL SIGNATURES

By _____
Name of Debtor


ARTHUR G. BRICKEY

By _____
Title

Attest: _____
Title

(Seal) _____
