

Universal Title & Escrow, L.L.C.
3326 Goodman Road East
Southaven, MS 38672
(662) 349-5545

LAND DEED OF TRUST

THIS INDENTURE, made and entered into this day by and between Aaron H. Mills and
wife, Julianne L. Mills

whose address is 1185 Cross Creek Drive East Hernando
(Street No. or RFD No. and Box) (City)

DeSoto Mississippi, as Grantor (herein designated as "Debtor"), and
(County) (State)
James W. Amos

as Trustee, and Robert Michael Ramage

of Hernando, Mississippi as Beneficiary

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

WHEREAS, Debtor is indebted to Secured Party in the full sum of Ten Thousand Five
Hundred and 00/100

Dollars (\$ 10,500.00) evidenced by one promissory note of even date herewith
in favor of Secured Party, bearing interest from 2-21-01 at the rate specified in the note 6%,
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:

The unpaid principal and accrued interest shall be payable in monthly
installments of \$55.93, beginning on March 20, 2001, and continuing
until February 20, 2021, (the "Due Date"), at which time the remaining
unpaid principal and interest shall be due in full.

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

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

City of Hernando County of DeSoto State of Mississippi:

See Exhibit "A"

STATE MS - DE SOTO CO. MC
MAR 1 11 21 AM '01
BK 1294 373

EXHIBIT "A"

BK 1294 PG 0374

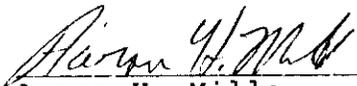
Lot 89, Section C, Cross Creek Subdivision, in Section 12, Township 3 South, Range 8 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 64, at page 6, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This being the same property as conveyed by Teresa Crawford to Robert Michael Ramage, in Warranty Deed Book 0368, at Page 0398, dated 3-2-00 and recorded in the Chancery Clerk's Office of DeSoto County, MS.

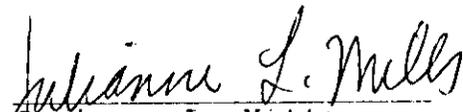
The Parcel ID Number is: 3081-1209.0-00089.00.

The Property Address is: 1185 Cross Creek Drive East, Hernando, MS 38632.

2-21-01



Aaron H. Mills



Julianne L. Mills

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 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.

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 21st day of February, 2001.

CORPORATE, PARTNERSHIP OR ASSOCIATION SIGNATURE

INDIVIDUAL SIGNATURES

Name of Debtor

X Aaron H. Mills

By _____

X Julianne L. Mills

Title

Attest: _____

(Seal) _____

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 Aaron H. Mills and wife, Julianne L. Mills who acknowledged that they 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 21st day of February, 2001.

My Commission Expires 11.01.03



[Signature]
Notary Public