



W. E. DAVIS III, P.A.  
ATTORNEY AT LAW  
P.O. BOX 276  
HERNANDO, MS 38602-0276

THIS INDENTURE, made and entered into this day by and between

TALMADGE H. LANE AND MARY DEAN LANE

whose address is 5555 MCCRACKEN ROAD HERNANDO (City)  
(Street No. or RFD No. and Box)

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

T. HARRIS COLLIER III

as Trustee, and Trustmark National Bank

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

WHEREAS, Debtor is indebted to Secured Party in the full sum of

Sixty Three Thousand Two Hundred Seventy Seven And 82/100

Dollars (\$ 63,277.82 ) evidenced by 1 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:

ON THE 13TH DAY OF JULY, 2003, AND ON THE SAME DAY IN EACH AND EVERY MONTHLY PERIOD THEREAFTER, THE SUM OF \$1,263.77 TO BE APPLIED FIRST TO INTEREST ON THE UNPAID BALANCE AND THE REMAINDER TO BE APPLIED ON PRINCIPAL, UNTIL THE 13TH DAY OF JUNE, 2008, ON WHICH DATE THE BALANCE OF THE PRINCIPAL AND INTEREST THEN REMAINING UNPAID SHALL BE DUE AND PAYABLE.

STATE MS.-DESOTO CO.  
FILED  
JUN 20 3 39 PM '03  
BK 1748 PG 66  
W.E. DAVIS CH. CLK.

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 \_\_\_\_\_ County of DESOTO State of Mississippi:

REAL PROPERTY DESCRIBED ON THE ATTACHED EXHIBIT "C".

INDEXING INSTRUCTIONS:

TRACT 1: LOT 304, SECTION "A", DESOTO VILLAGE S/D, SECTION 34, T1S, R8W & TRACT 2: PART NE 1/4, SECTION 32, T3S, R7W, ALL IN DESOTO COUNTY, MISSISSIPPI

CDP

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.

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 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 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

TRACT 1:

Lot 804, Section "A", DeSoto Village Subdivision, situated in Section 34, Township 1 South, Range 8 West, in DeSoto County, Mississippi, as shown on Plat of record in Plat Book 7, Pages 9-14, in the Office of the Chancery Clerk of DeSoto County, Mississippi, to which Plat reference is made for a more particular description.

TRACT 2:

PROPERTY LOCATED IN DESOTO COUNTY, MISSISSIPPI, TO-WIT:

Beginning at a point in south right of way of Slocum Road, said point being 80.4 feet south of Northwest corner of northeast quarter Section 32, Township 3 South, Range 7 West and also being the northwest corner of the WVIM radio lot; thence S 5° 13' E along west line said radio lot 273.4 feet to southwest corner; thence S 84° 39' W and parallel to south right of way of said road 65 feet to a point; thence N 5° 13' W 273.4 feet to a point in said right of way; thence N 84° 39' E along said right of way to the point of beginning and containing 0.4 acres, more or less. All bearings are magnetic.

SIGNED FOR IDENTIFICATION PURPOSES ON THIS THE 13<sup>TH</sup>, DAY OF JUNE, 2003.

*Talmadge H. Lane*  
TALMADGE H. LANE

BY: MARY DEAN LANE, ATTORNEY IN FACT

*Mary Dean Lane*  
MARY DEAN LANE

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 13th day of June 2003.

Name of Debtor \_\_\_\_\_  
By \_\_\_\_\_ Title \_\_\_\_\_  
Attest: \_\_\_\_\_ Title \_\_\_\_\_

INDIVIDUAL SIGNATURES  
Talmadge H. Lane  
TALMADGE H. LANE  
BY: MARY DEAN LANE, ATTORNEY IN FACT  
Mary Dean Lane  
MARY DEAN LANE

Prepared By:  
Trustmark National Bank  
DEWAYNE FLAGG/VICE PRESIDENT  
  
PO BOX 328  
HERNANDO MS 38632  
662-429-5251

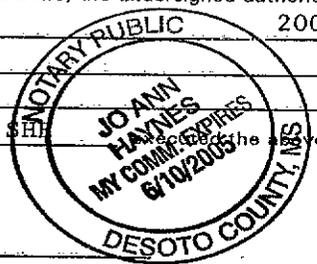
ACKNOWLEDGMENT

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 13TH day of JUNE 2003, within my jurisdiction, the within named MARY DEAN LANE

who acknowledged that \_\_\_\_\_ the above and foregoing instrument.

My Commission Expires: \_\_\_\_\_



CDP Jo Ann Haynes  
Notary Public

ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, within my jurisdiction, the within named \_\_\_\_\_

who acknowledged that \_\_\_\_\_ (is/are) \_\_\_\_\_, respectively, of \_\_\_\_\_, a \_\_\_\_\_, and that for and on behalf of the said \_\_\_\_\_, and as its act and deed \_\_\_\_\_ executed the above and foregoing instrument, after first having been duly authorized by said \_\_\_\_\_ so to do.

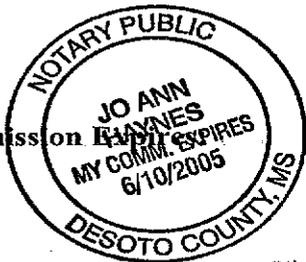
My Commission Expires: \_\_\_\_\_

Notary Public

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 13<sup>TH</sup> day of JUNE, 2003, within my jurisdiction, the within named MARY DEAN LANE, who acknowledged that she is ATTORNEY IN FACT for TALMADGE H. LANE and that in said representative capacity she executed the above and foregoing instrument, after first having been duly authorized so to do.

Given under my hand and official seal of office, this the 13<sup>TH</sup> day of JUNE, 2003.



*Jo Ann Haynes*  
NOTARY PUBLIC

My Commission Expires \_\_\_\_\_

LAND DEED OF TRUST

from

to

Trustee \_\_\_\_\_

Filed for Record \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_ 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 \_\_\_\_\_, 19\_\_\_\_ and was duly recorded the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, on page \_\_\_\_\_, Book No. \_\_\_\_\_ in my office.

Witness my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, Clerk \_\_\_\_\_, D.C. \_\_\_\_\_



BK 1748PG0071  
**DURABLE POWER OF ATTORNEY**

**COPY**

I, TALMADGE H. LANE, of Southaven, MS, appoint MARY DEAN LANE of Southaven, Mississippi, as my attorney-in-fact (agent) with the following powers to be exercised in my name and for my benefit:

1. **General Grant of Power.** To exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the following specifically enumerated powers. I grant to my agent full power and authority to do everything necessary in exercising any of the powers granted here as fully as I might or could do if personally present, with full power of substitution or revocation, ratifying and confirming all that my agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers granted here;
2. **Collection Powers.** To forgive, request, demand, sue for, recover, collect, receive, hold all such sums of money debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, insurance and other contractual benefits and proceeds, all documents of title, all property, real or personal, intangible or tangible property and property rights, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, or due, owing, payable or belonging to me or in which I have or may hereafter acquire an interest; to have, use, and take all lawful means and equitable and legal remedies and proceedings in my name for the collection and recovery of them, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same;
3. **Real Property Powers.** To bargain, contract, agree for, option, purchase, acquire, receive, improve, maintain, repair, insure, plat, partition, safeguard, lease, demise, grant, bargain, sell, assign, transfer, remise, release, exchange, convey, mortgage and hypothecate real estate and any interest in it (and including any interest which I hold with any other person as joint tenants with full rights of survivorship, or as tenants by the entireties), lands, tenements and hereditaments, for such price, upon such terms and conditions, as my agent shall determine;
4. **Personal Property Powers.** To bargain, contract, agree for, purchase, option, acquire, receive, improve, maintain, repair, insure, safeguard, lease, assign, sell, exchange, redeem, transfer, mortgage, hypothecate and in any and every way and manner deal in and with goods, wares, merchandise, furniture and furnishings, automobiles, bills, notes, debentures, bonds, stocks, limited partnership interests, certificates of deposit, commercial paper, money market instruments, and other securities, choses in action and other tangible or intangible personal property in possession or in action, for such price, upon such terms and conditions, as my

agent shall determine;

4.5. Gift Power. To make such gifts as my attorney-in-fact may deem proper either outright, in trust, and in custodianship, (including gifts to my attorney-in-fact) and including charitable gifts and charitable pledges, all in the sole discretion of my attorney-in-fact;

5. Contract Powers. To make, do, and transact every kind of business of whatever nature, and also for me and in my name, and as my act and deed, to sign, seal, execute, deliver and acknowledge such stock certificates, stock powers, assignments separate from certificate, deeds, conveyances, leases and assignments of leases, covenants, indentures, options, letters of intent, contracts, agreements, closing agreements, certificates, mortgages, hypothecations, bills of lading, bills, bonds, debentures, notes, receipts, evidence of debts, releases and satisfaction of mortgage, judgments and other debts, waivers of statutes of limitation, and such other documents and instruments in writing of whatever kind and nature as may be necessary or proper in the premises, as fully as I might do if done in my own capacity;

6. Banking Powers. To make, draw, sign in my name, deliver and accept checks, drafts, receipts for moneys, notes, or other orders for the payment of money against, or otherwise make withdrawals from any commercial or personal checking or savings account which I may have in my sole name or in joint name with other person(s), in any bank or financial institution, for any purpose which my agent may think necessary, advisable or proper; and to endorse and negotiate in my name and deliver checks, drafts, notes, bills, certificates of deposit, commercial paper, money market instruments, bills of exchange or other instruments for the payment of money and to deposit same, as cash or for collection, and cash into any commercial, checking or savings account which I may have in my sole name or in joint name with other person(s), in any bank or financial institution; and to carry on all my ordinary banking business;

7. Tax Returns. To prepare, execute and file reports, returns, declaration, forms and statements for any and all tax purposes including income, gift, real estate, personal property, intangibles tax, single business tax, or any other kind of tax whatsoever, to pay such taxes and any interest or penalty or additions to make and file objections, protests, claims for abatement, refund or credit in relation to any such tax proposed, levied or paid; to signify, as may be required by Section 2513 of the United States Internal Revenue Code of 1954, as amended, or any corresponding section of any future United States law, my consent to having one-half of any gift(s) made by my spouse considered as made by me; to represent me and to institute and prosecute proceedings in court or before any administrative authority to contest any such tax in whole or in part or for recovery of any amount paid in respect of any such tax, to defend or settle any amount paid in respect of any such tax, to give full and final receipt for any refund or credit and to endorse and collect any check or other voucher; to pay any and all such taxes and any interest, penalty or other additional amounts, to employ attorneys, accountants or other representatives and grant powers of attorney or letters of appointment for any of the purposes stated above;

8. Safe Deposit Box. To have access to any safe deposit box of which I am a tenant or cotenant with full power to withdraw or change from time to time the contents of it; and to exchange or surrender the box and keys to it, renew any rental contract for it, and to do all things which any depository, association or bank or its agents may require, releasing the lessor from all liability in connection with it;

9. Employ Agents. To employ and compensate agents, accountants, attorneys, real estate brokers and other professional assistance and to retain and compensate such persons for services rendered; to waive any attorney-client privilege;

10. Motor Vehicles. To apply for a Certificate of Title upon, and endorse and transfer title, for any automobile, or other motor vehicle, and to represent in such transfer assignment that the title to the motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment;

11. Settlement Powers. To adjust, settle, compromise or submit to arbitration any accounts, debts, claims, demands, disputes or matters which are now subsisting or may hereafter arise between me or my agent and any other person or persons, or in which any property, right, title, interest or estate belonging to or claimed by me may be concerned;

12. Legal Actions. To commence, prosecute, enforce or abandon, or to defend, answer, oppose, confess, compromise or settle all claims, suits, actions, or other judicial or administrative proceedings in which I am or may hereafter be interested, or in which any property, right, title, interest or estate belonging to, coming to or claimed by me may be concerned;

13. Dividends. To receive all dividends which are or shall be payable on any and all shares of stock in any corporation which may stand in my name on the books of such corporation or to which I may be, in equity or otherwise, beneficially entitled; or to elect to reinvest such dividend, all as my agent may deem appropriate;

14. Vote Stock. To vote at all stockholder meetings of corporations and otherwise to act as my proxy or representative in respect of any shares now held or which may hereafter be acquired by me and for that purpose to sign and execute any proxies or other instruments in my name and on my behalf;

15. Transfer Stock. To sell, assign, transfer, and deliver all and any shares of stock standing in my name on the books of any corporation, or to which I may be, in equity or otherwise, beneficially entitled, and for the purpose to make and execute all necessary acts of assignment and transfer;

16. Insurance and Employee Benefit Plans. To redeem, surrender, borrow, extend, cancel, amend, pledge, alter or change, including change of beneficiary of any insurance policies in which I may have an interest, as my agent may deem proper and expedient, and for such

purpose to sign and execute any documents, affidavits or forms required in my name and on my behalf, except however, my agent shall have no power and authority over life insurance policies I may own on my agent's life; and to exercise all powers and options involving retirement programs, compensation plans, pension, profit sharing and other employee benefit plans;

17. Social Security and Government Benefits. To make application to any governmental agency for any benefit or government obligation to which I may be entitled; to endorse any checks or drafts made payable to me from any government agency for my benefit, including any Social Security checks;

18. Business Interests. To continue to conduct or participate in any business in which I may be engaged or to carry out, modify or amend any agreement to which I may be a party, and to sell, exchange, modify or terminate such interest to or with such person or persons as my agent may deem proper and on such terms and with such security as my agent may deem appropriate; execute partnership agreements, and amendments; incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; elect or employ officers, directors and agents; carry out the provisions of any agreement for the sale of any business interest or the stock in it;

19. Borrow. To borrow from time to time such sums of money and upon such terms as my attorney may think expedient for or in relation to any purpose or object which my agent may deem proper or expedient, unsecured or upon the security of any of my property, whether real or personal or otherwise, and for such purpose to give, execute in my name, deliver, and acknowledge promissory notes and/or renewals of, mortgages, pledges and guaranties with such powers and provisions as my agent may think proper or requisite;

20. Debts and Expenses. To pay, compromise, and settle any and all bills, loans, notes or other forms of indebtedness owed by me at the present time, or which may be owed by me or incurred by my agent for my benefit at any time in the future, and to incur and pay from any of my assets or property all reasonable expenses in connection with the control, management, and supervision of my property and the maintenance, support, care, and comfort of myself and those dependent upon me, including reasonable compensation for the services of my agent, and including the fees and charges of such agents, attorneys, accountants or others as my agent may, in the exercise of discretion, employ in the management of any of my affairs;

21. Investments. To invest and reinvest in loans, stocks, bonds, including United States Bonds purchased at a discount but redeemable at face value, securities, real estate, life insurance, annuities or endowment policies or combinations of them, or in any other investment which my agent may deem proper; to reduce the interest rate at any time and from time to time on any mortgage or land contract; to deal with and give instructions to any brokerage firm with respect to the purchase, sale or other disposition of securities and other assets, add assets to or withdraw assets from any account in my name, and sign any representation, certification or agreement, including agreements regarding margin, option

trading, or commodities accounts, that my agent deems advisable;

22. Restrictions on Agent's Powers. My agent cannot execute a will or codicil on my behalf.

23. Interpretation and Governing Law. This instrument is to be construed and interpreted as a general durable power of attorney. The enumeration of specific powers here is not intended to, nor does it, limit or restrict the general powers granted here to my agent. Paragraph headings are for convenience only and are not to be deemed to be part of this instrument. The laws of the state of Mississippi shall govern all questions as to the validity of this power and the construction of its provisions;

24. Third-Party Reliance. Third parties may rely upon the representation of my agent as to all matters relating to any power granted to my agent, and no person who may act in reliance upon the representations of my agent or the authority granted to my agent shall incur any liability to me or my estate as a result of permitting my agent to exercise any power, and for the purpose of inducing third parties to rely on this power of attorney, I warrant that, if this power of attorney is revoked by me or otherwise terminated, I will indemnify and save such third party harmless from any loss suffered or liability incurred by such third party in good faith reliance on the authority of my agent prior to such third party's actual knowledge of revocation or termination of this power of attorney whether such termination is by operation of law or otherwise. This warranty shall bind my heirs, devisees and personal representatives;

25. Disability of Principal. This power of attorney shall not be affected by my disability. The authority of my agent shall be exercisable notwithstanding my later disability or incapacity or later uncertainty as to whether I am alive. Any act done by my agent during any period of my disability or incompetency or during any period of uncertainty as to whether I am alive shall have the same effect as though I were alive, competent and not disabled, and shall inure to the benefit of and bind me, my heirs, devisees and personal representatives;

26. Disclaimer. To execute and deliver disclaimers, either partial or complete, of any rights or interests I now or hereafter may have;

27. Support of Dependents. To disburse funds as may be necessary in the sole discretion of my agent for my proper maintenance and support, to continue any support that I may be giving to others and to meet any emergencies which happen to me or persons dependent in whole or in part upon me;

28. Flower Bonds. To purchase United States Treasury Bonds which may be redeemed at par for the payment of federal estate tax which may be imposed on my estate. My agent is authorized to borrow funds for the purpose of purchasing such bonds, and is authorized to secure any such borrowing by a pledge of the bonds purchased, or by any other security arrangement which my agent determines to be feasible;

trading, or commodities accounts, that my agent deems advisable;

22. Restrictions on Agent's Powers. My agent cannot execute a will or codicil on my behalf.

23. Interpretation and Governing Law. This instrument is to be construed and interpreted as a general durable power of attorney. The enumeration of specific powers here is not intended to, nor does it, limit or restrict the general powers granted here to my agent. Paragraph headings are for convenience only and are not to be deemed to be part of this instrument. The laws of the state of Mississippi shall govern all questions as to the validity of this power and the construction of its provisions;

24. Third-Party Reliance. Third parties may rely upon the representation of my agent as to all matters relating to any power granted to my agent, and no person who may act in reliance upon the representations of my agent or the authority granted to my agent shall incur any liability to me or my estate as a result of permitting my agent to exercise any power, and for the purpose of inducing third parties to rely on this power of attorney, I warrant that, if this power of attorney is revoked by me or otherwise terminated, I will indemnify and save such third party harmless from any loss suffered or liability incurred by such third party in good faith reliance on the authority of my agent prior to such third party's actual knowledge of revocation or termination of this power of attorney whether such termination is by operation of law or otherwise. This warranty shall bind my heirs, devisees and personal representatives;

25. Disability of Principal. This power of attorney shall not be affected by my disability. The authority of my agent shall be exercisable notwithstanding my later disability or incapacity or later uncertainty as to whether I am alive. Any act done by my agent during any period of my disability or incompetency or during any period of uncertainty as to whether I am alive shall have the same effect as though I were alive, competent and not disabled, and shall inure to the benefit of and bind me, my heirs, devisees and personal representatives;

26. Disclaimer. To execute and deliver disclaimers, either partial or complete, of any rights or interests I now or hereafter may have;

27. Support of Dependents. To disburse funds as may be necessary in the sole discretion of my agent for my proper maintenance and support, to continue any support that I may be giving to others and to meet any emergencies which happen to me or persons dependent in whole or in part upon me;

28. Flower Bonds. To purchase United States Treasury Bonds which may be redeemed at par for the payment of federal estate tax which may be imposed on my estate. My agent is authorized to borrow funds for the purpose of purchasing such bonds, and is authorized to secure any such borrowing by a pledge of the bonds purchased, or by any other security arrangement which my agent determines to be feasible;

29. Personal and Medical Care. To make each and every judgment necessary for the proper and adequate care and custody of me and my family; to hire, employ, pay for and discharge such domestic help, nursing services, and practical and/or registered nurses as my agent may determine to be in the best interests of my health, and the power to give an informed consent or an informed refusal on my behalf with respect to my physical or mental health care and comfort, including specifically, by way of illustration only and not by way of limitation:

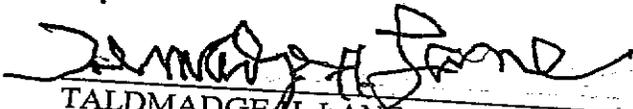
- a. Any medical care, diagnosis, surgical procedure, therapeutic procedure and/or other treatment of any type or nature;
- b. Any physical rehabilitation program;
- c. Any dental procedure;
- d. Any psychiatric or psychological care or treatment;
- e. The admission to any hospital, medical center, nursing home, or mental institution;
- f. The use of any drugs, medication, therapeutic devices, or other medicines or items related to my health;
- g. The execution of waivers, medical authorizations and such other approval as may be required to permit or authorize care which I may need;
- h. The waiver of any doctor-patient privilege;

and the power in general to take and authorize all acts with respect to my health and well being, and to expend all amounts in connection therewith, to the same extent as I could, if mentally competent to do so. The prices, costs, expenses and compensation incurred in furtherance of the foregoing are all to be within the sole and absolute discretion of my attorney;

30. Terminate Life Support Systems. To determine whether and when life support shall be withdrawn from me;

31. Photographic Copies. Photographic or other facsimile reproductions of this executed power may be made and delivered by my agent, and may be relied upon by any person to the same extent as though the copy were an original. Anyone who acts in reliance upon any representation or certificate of my agent, or upon a reproduction of this power, shall not be liable for permitting my agent to perform any act pursuant to this power.

I have signed and delivered this general durable power of attorney, this 4<sup>th</sup> day of September, 2002.

  
TALDMADGE H. LANE

Witnesses:

BK 1748PG0078

I hereby witness this declaration and attest that:

- (1). I personally know the Declarant and believe the Declarant to be of sound mind.
- (2). To the best of my knowledge, at the time of the execution of this declaration, I:
  - (a). Am not related to the Declarant by blood or marriage,
  - (b). Do not have any claim on the estate of the Declarant, and
  - (c). Am not entitled to any portion of the Declarant's estate by any will or by operation of law.

WITNESS #1

Jessica Renee Berryhill

ADDRESS

6745 Embassy Circle  
Horn Lake, MS 38637

SOCIAL SECURITY NUMBER

427-61-5194

WITNESS #2

Paul M. Adams

ADDRESS

715 Cypress Ridge  
Lake Country, MS 38441

SOCIAL SECURITY NUMBER

431-80-2314

STATE OF TENNESSEE

COUNTY OF SHELBY

Personally came and appeared before me the undersigned authority at law, in and for the jurisdiction aforesaid, the within named, TALMADGE H. LANE who acknowledged that he executed and delivered the above and foregoing DURABLE POWER OF ATTORNEY for the purpose of appointing his wife, MARY DEAN LANE as his agent as stated in the above document, therein named which was witnessed by Jessica Renee Berry h.v and David M. Davis

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this, 4th day of September,

2002.



Evelyn A. Morgan  
NOTARY PUBLIC Evelyn A. Morgan

My Commission Expires:

10-29-2002