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W.E. DAVIS CH. CLK.

Prepared by:
Butler, Snow, O'Mara, Stevens & Cannada, PLLC
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17th Floor, AmSouth Plaza
Post Office Box 22567
Jackson, MS 39225-2567
(601) 948-5711

To the Chancery Clerk of Desoto County, Mississippi:
The real property described herein is situated in the County of Desoto, State of Mississippi in Section 6, Township 3 South, Range 7 West.

LAND DEED OF TRUST

THIS LAND DEED OF TRUST (this "Deed of Trust") is made and entered into by and among Michael Gregory Hollingsworth and Cynthia Michelle Hollingsworth, whose address is 115 Green T. Boulevard West, Hernando, Mississippi 38632, as the grantors (the "Grantors"), and Blanchard E. Tual, whose address is Crescent Center, Suite 500, 6075 Poplar Avenue, Memphis, Tennessee 38119, as the trustee (the "Trustee"), and Jimmy C. Hollingsworth, 1633 Ferrell Park Drive, Memphis, Tennessee 38116, as the beneficiary (the "Beneficiary").

WITNESSETH:

WHEREAS, the Beneficiary has loaned One Hundred Twenty-One Thousand Six Hundred Eighty and 73/100 Dollars (\$121,680.73) to the Grantors, in order to enable the Grantors to purchase a principal residence, and such loan is evidenced by a promissory note of even date herewith (the "Promissory Note") by and among the Grantors, as maker and Beneficiary as holder.

WHEREAS, the Promissory Note provides for a fixed interest rate of five percent (5%) per annum. The Promissory Note is due and payable fifteen (15) years from the date of the Promissory Note. The Promissory Note also requires that equal monthly payments be made of Nine Hundred Sixty-Two Dollars and 24/100 (\$962.24) which are due and payable on the first day of each month. Such payments shall first be applied as payment of accrued interest and any excess shall then be used to reduce the principal; and

WHEREAS, the Grantors desire to secure payment of the indebtedness described above in the two immediately preceding paragraphs, according to its terms and any extensions thereof (the "Indebtedness").

NOW, THEREFORE, in consideration of the Indebtedness, the Grantors hereby convey and warrant unto the Trustee the land situated in the County of Desoto, State of Mississippi and more particularly described on Exhibit A attached hereto, together with all improvements now or hereafter erected on said land (all being herein collectively referred to as the "Property").

THIS CONVEYANCE, HOWEVER, IS IN TRUST to secure payment of the Indebtedness due by the Grantors to the Beneficiary under the provisions of this Deed of Trust. If the Grantors shall pay the Indebtedness when due and shall perform all covenants made by the

Grantors, then this conveyance shall be void and of no effect. If the Grantors shall be in default as provided in Section 3, then, in that event, the entire Indebtedness, together with all interest accrued thereon, shall, at the option of the Beneficiary, be and become at once due and payable without notice to the Grantors, and the Trustee shall, at the request of the Beneficiary, 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 (3) 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. The Grantors 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 the 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.

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

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

2. If all or any part of the Property, or an interest therein, is sold or transferred by the Grantors, 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 (3) years or less not containing an option to purchase, the Beneficiary may declare all the Indebtedness to be immediately due and payable. The Beneficiary shall be deemed to have waived such option to accelerate if, prior or subsequent to the sale or transfer, the Beneficiary and the Grantors' successor in interest reach agreement in writing that the credit of such successor in interest is satisfactory to the Beneficiary and that the successor in interest will assume the Indebtedness so as to become personally liable for the payment thereof. Upon the Grantors' successor in interest executing a written assumption agreement accepted in writing by the Beneficiary, the Beneficiary shall release the Grantors 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 the Beneficiary elects not to exercise such option, then any extension or modification of the terms of repayment from time to time by the Beneficiary shall not operate to release the Grantors or the Grantors' successor in interest from any liability imposed by this Deed of Trust or by the Indebtedness.

If the Beneficiary elects to exercise the option to accelerate, the Beneficiary shall send the Grantors' notice of acceleration by certified mail. Such notice shall provide a period of thirty (30) days from the date of mailing within which the Grantors may pay the Indebtedness in full. If the Grantors fail to pay such Indebtedness prior to the expiration of such thirty (30) days, the Beneficiary may, without further notice to the Grantors, invoke any remedies set forth in this Deed of Trust.

3. The Grantors shall be in default under the provisions of this Deed of Trust if the Grantors (a) shall fail to comply with any of the Grantors' 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 the Beneficiary in good faith deems itself insecure and its prospect of repayment seriously impaired.

4. The Beneficiary may at any time, without giving formal notice to the original or any successor Trustee, or to the Grantors, 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 the Beneficiary be a corporation or an unincorporated association, then any officer thereof may make such appointment.

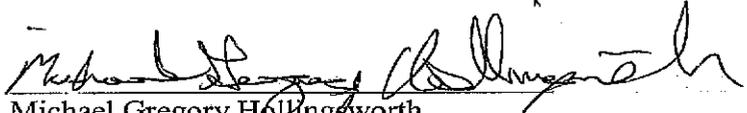
5. Each privilege, option or remedy provided in this Deed of Trust to the Beneficiary is distinct from every other privilege, option or remedy contained herein or afforded by law or equity, and may be exercised independently, concurrently, cumulatively or successively by the Beneficiary or by any other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

6. The words the "Grantors" or the "Beneficiary" 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 Section 8. If there be more than one Grantor, then the Grantors' 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 the Beneficiary to the Grantors shall be sent to the address of the Grantors shown in this Deed of Trust.

7. The Grantors acknowledge and agree that (a) this Deed of Trust shall secure all additional or future advances and readvances of principal under such note, (b) this Deed of Trust shall remain in full force and effect, without loss of priority, until the earlier of (i) the payment in full of the indebtedness and obligations secured hereby and the receipt by the Beneficiary of the Grantors' written request to terminate the line of credit evidenced by such Promissory Note and secured by this Deed of Trust, and the payment in full the indebtedness and obligations secured hereby, and (c) this Deed of Trust shall not be extinguished as a result of the indebtedness and obligations secured hereby having a zero balance from time to time (and, to the full extent permitted by applicable law, the Grantors hereby waive the operation of any applicable law, statutory or otherwise, having a contrary effect).

24 IN WITNESS WHEREOF, the Grantors have executed this Deed of Trust on the day of June, 2003.

INDIVIDUAL SIGNATURES


Michael Gregory Hollingsworth


Cynthia Michelle Hollingsworth

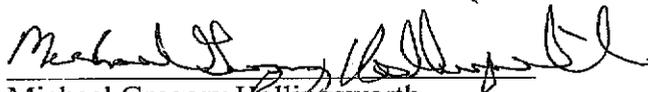
EXHIBIT A TO
LAND DEED OF TRUST

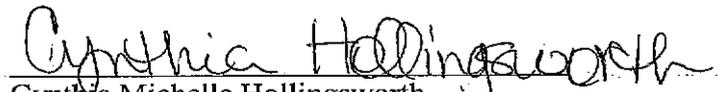
MICHAEL GREGORY HOLLINGSWORTH
AND
CYNTHIA MICHELLE HOLLINGSWORTH

Legal Description

The following real property and all improvements thereon are situated in the County of Desoto, State of Mississippi:

Lot 21, Section B, 1st Revision, Green T. Lake Subdivision, situated in Section 6, Township 3 South, Range 7 West, Desoto County, Mississippi, as per plat.


Michael Gregory Hollingsworth


Cynthia Michelle Hollingsworth

STATE OF MISSISSIPPI

COUNTY OF DESOTO

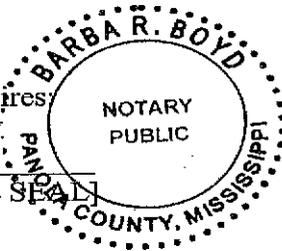
Personally appeared before me, the undersigned authority in and for the said County and State, on this 24 day of June, 2003, within my jurisdiction, the within named Michael Gregory Hollingsworth, who acknowledged that he executed the above and foregoing instrument.

Barba R. Boyd
NOTARY PUBLIC

My Commission Expires:

8-18-2006

[AFFIX NOTARIAL SEAL]



STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said County and State, on this 24 day of June, 2003, within my jurisdiction, the within named Cynthia Michelle, Hollingsworth, who acknowledged that she executed the above and foregoing instrument.

Barba R. Boyd
NOTARY PUBLIC

My Commission Expires:

8-18-2006

[AFFIX NOTARIAL SEAL]

