

FILE NUMBER: 03-1430
PREPARED BY AND RETURN TO:
DUDLEY B. BRIDGFORTH
1607 STATE LINE ROAD
POST OFFICE BOX 241
SOUTHAVEN, MS 38671

BK 184 | PG 0559

STATE MS. - DESOTO CO.
FILED

Oct 3 3 26 PM '03

LAND DEED OF TRUST

BK 184 | PG 559
W.E. DAVIS CH. CLK.

THIS INDENTURE, made and entered into this day by and between _____
REEVES-WILLIAMS, L.L.C. whose address is 8727
Northwest Drive, Southaven, Mississippi 38671
_____, as Grantor (herein designated as "Debtor"), and FMLS,
INC. as Trustee, and AMSOUTH BANK
of 6000 Poplar Avenue, Memphis, Tennessee 38119 as Beneficiary (herein
designated as "Secured Party"), WITNESSETH:

WHEREAS, Debtor is indebted to Secured Party in the full sum of TWO HUNDRED THREE
THOUSAND THREE HUNDRED NINETY-TWO AND NO/100 DOLLARS (\$203,392.00) evidenced by one
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 demand, or if no demand shall have previously been made, on September 23, 2004,
with interest being due and payable every month beginning November 10, 2003, and
on the 10th day of each month thereafter, with the principal and all unpaid interest
being due and payable on September 23, 2004.

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 County of DeSoto
_____ State of Mississippi:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

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 24th day of September 2003.

REEVES-WILLIAMS, L.L.C.

By: [Signature]
Clay M. Lane - President

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 Clay M. Lane who acknowledged that as President of Reeves-Williams, L.L.C., he executed the foregoing instrument, after having been authorized so to do.

[Signature]
NOTARY PUBLIC

My Commission expires:

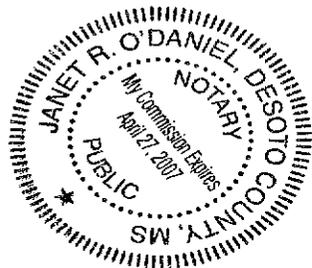


EXHIBIT "A"

LOT 170, PHASE II, SECTION "E", NORTHWOOD HILLS SUBDIVISION, LOCATED IN SECTION 12, TOWNSHIP 3 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI, AS RECORDED IN BOOK 80, PAGE 46, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

LOT 76, SECTION "B", PECAN RIDGE SUBDIVISION, LOCATED IN SECTION 26, TOWNSHIP 1 SOUTH, RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI, AS RECORDED IN PLAT BOOK 82, PAGES 48-49, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.