BK 1933 PG 0504

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

(SINGLE NOTE)
LDC - 072

LAND DEED OF TRUST

This instrument prepared by
BANCORPSOUTH LOAN OPS.
PO BOX 4360
TUPELO, MS 38803-4360
662-620-3600

THIS INDENTURE, made and entered into this day by and between DAN A BROWN LAND COMPANY LLC

whose address is PO BOX 711 (Street No. or RFD No. and Box) OLIVE BRANCH (City)

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

J. PATRICK CALDWELL (Name) PO BOX 4360 TUPELO, MS 38803-4360 (Address) AS TRUSTEE,

and BANCORPSOUTH BANK, of PO BOX 4360 TUPELO, MS 38803-4360 (Address)

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

WHEREAS, Debtor is indebted to Secured Party in the full sum of SEVEN HUNDRED SEVENTY THOUSAND SEVEN HUNDRED FORTY FIVE DOLLARS AND 50 CENTS

Dollars ($ 770,745.50) 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 FEBRUARY 24, 2004 for SEVEN HUNDRED SEVENTY THOUSAND SEVEN HUNDRED FORTY FIVE DOLLARS AND 50 CENTS ($ 770,745.50) Dollars due and payable as follows:

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

☒ On FEBRUARY 24, 2005 ; 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)

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

☒ On AUGUST 24, 2004, 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)

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.

STATE MS.-DESOTO CO.
FILED
FEB 27 3 17 PM '04 LL LL

BK 1933 PG 504
DEL DAVIS CH. CLK.

EMSLDOT.PG1 12/21/1998
QFS v 9.2 01-12-2004

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.

From the proceeds of the sale Trustee shall first pay all costs of the sale including reasonable compensation to Trustee; then the Indebtedness due Secured Party by Debtor, including accrued interest and attorney's fees due for collection of the debt; then all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances; and then, lastly, any balance remaining to Debtor.

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 whether or not such future advances or future obligations are incurred for any purpose that was related or unrelated to the purpose of the promissory note(s) referenced above. 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 (including, without limitation, antecedent debt) 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 and regardless of whether any of the indebtedness is of the same nature or type as that described herein. 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 with 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 and in such amounts as Secured Party may reasonably require. 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 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 24TH day of FEBRUARY 2004.

CORPORATE, PARTNERSHIP OR ASSOCIATION SIGNATURE

DAN A. BROWN LAND COMPANY, LLC
Name of Debtor

By _____ managing member
Title

Attest: _____
Title

(Seal)

INDIVIDUAL SIGNATURES

_____

_____

_____

_____

_____

_____

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF MISSISSIPPI
COUNTY OF _____

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named _____ 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 _____ day of _____.

My Commission Expires _____

_____
NOTARY PUBLIC

CORPORATE, PARTNERSHIP OR ASSOCIATION ACKNOWLEDGEMENT

STATE OF MISSISSIPPI
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, _____

Dan A. Brown, Managing Member (Title) and _____ (Title)

respectively of Debtor, the above named DAN A. BROWN LAND COMPANY, LLC

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 24th day of February, 2004.

My Commission Expires 7-15-08

JAMES E. WOODS NOTARY PUBLIC DESOTO COUNTY, MS

_____
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.

EXHIBIT "A"

Survey of a 77.654 acre tract in the East Half of the Southeast 1/4 of Section 4, Township 3 South, Range 6 West, DeSoto County, Mississippi, being part of the William E. Bowen property as recorded in Quit Claim Deed in Book 384, Page 258 in the Chancery Clerk's Office of DeSoto County, being more particularly described as follows:

Beginning at a 3/8 inch rebar (found) at the Southeast corner of the Northwest 1/4 of said Section 4 per plat recorded in Deed Book 394, Page 30; thence South 89 degrees 27 minutes 12 seconds East 1324.51 feet to an old 3/4 inch iron pipe (found) at the Northwest corner of the East ½ of the Southeast 1/4 of said Section 4, said point being the true point of beginning of the hereafter described 77.654 acre tract; thence South 89 degrees 41minutes 27 seconds East along the south line of the Gerald C. Rickard, the John P. Cunningham, and the Tammy Enlow tracts as shown on plat of the Rickard lot as recorded in Plat Book 75, Page 19, a distance of 1296.75 feet to a 3/8 inch rebar with King cap (set) in the west right-of-way of Mississippi Highway #305 (Fed. Aid Proj. # S 146(1)); thence South 0 degrees 05 minutes 19 seconds East along the said right-of-way 2297.01 feet to a 3/8 inch rebar with King cap (set) at a point of curve at Highway Station 446+72.8; thence continuing along said right-of-way along a curve to the left with a delta angle of 15 degrees 24 minutes 56 seconds having a radius of 622.96 feet and an arc length of 167.61 feet, with a chord bearing and distance of South 7 degrees 47 minutes 47 seconds East 167.10 feet to a 3/8 inch rebar with King cap (set) in the east line of said Section 4; thence South 0 degrees 02 minutes 59 seconds East along the west line of said Section 4 a distance of 229.58 feet to a 3/8 inch rebar (set) at the Southeast corner of said Section 4, said point being South 89 degrees 52 minutes 25 seconds West 185.71 feet from the centerline of Mississippi Highway #305 at Station 451+08.7; thence South 89 degrees 52 minutes 25 seconds West along the south line of said Section 4 a distance of 1090.08 feet to a p.k. nail with Tom King washer (set); thence North 0 degrees 31 minutes 14 seconds West along the southward projection of and the east line of the William G. Henderson 2 acre tract as recorded in Warranty Deed Book 394, Page 27, a distance of 448.93 feet to a 3/8 inch rebar (found); thence North 89 degrees 41 minutes 45 seconds West along the north line of said 2 acre tract 208.65 feet to a 3/8 inch rebar (found); thence North 0 degrees 31 minutes 04 seconds West along the west line of the East ½ of the Southeast 1/4 as shown on plat in Deed Book 394, Page 30, a distance of 2251.62 feet to the point of beginning, containing 3,382,589.88 sq. ft. or 77.654 acres.

Subject to DeSoto County subdivision and zoning regulations. Subject to right-of-way in Vaiden Road along the South line and Mississippi Highway No. 305 along the east line. Subject to any easement for utilities.
The Southeast part of the property is located in a special flood hazard area (Zone A) as shown hereon according to flood insurance rate map 28033C0150 E revised June 19, 1997.

RJB
W.E.B.

957479.1/00931.07178