MARGINAL NOTATION FORM

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DeSoto County Chancery Clerk's Office
W.E. "Sluggo" Davis, Chancery Clerk

Instrument Type	Book	Page	Lot & SD	Date	Deputy Clerk
REL	2,218	594		05/18/2005	MLC
rel	2,476	501		05/22/2006	ps
prl	2,548	424	Lot 235 Sec D Asbury Place	08/24/2006	ps
prl	2,548	424	Lot 236 Sec D Asbury Place	08/24/2006	ps
prl	2,548	424	Lot 241 Sec D Asbury Place	08/24/2006	ps
prl	2,548	424	Lot 242 Sec D Asbury Place	08/24/2006	ps
prl	2,548	424	Lot 250 Sec D Asbury Place	08/24/2006	ps
prl	2,548	424	Lot 251 Sec D Asbury Place	08/24/2006	ps
prl	2,548	424	Lot 269 Sec D Asbury Place	08/24/2006	ps
prl	2,548	424	Lot 270 Sec D Asbury Place	08/24/2006	ps
prl	2,548	424	Lot 271 Sec D Asbury Place	08/24/2006	ps
prl	2,548	424	Lot 275 Sec D Asbury Place	08/24/2006	ps
prl	2,548	424	Lot 276 Sec D Asbury Place	08/24/2006	ps
prl	2,548	424	Lot 279 Sec D Asbury Place	08/24/2006	ps
MOD	2,567	69		09/20/2006	JRK
prl	2,738	369	3.11 acres more or less	06/19/2007	mh
PRL	2,875	521	LOT 233 ASBURY PLACE SEC D	03/28/2008	MC
PRL	2,875	521	LOT 234 ASBURY PLACE SEC D	03/28/2008	MC
PRL	2,875	521	LOT 237 ASBURY PLACE SEC D	03/28/2008	MC
PRL	2,875	521	LOT 243 ASBURY PLACE SEC D	03/28/2008	MC
PRL	2,875	521	LOT 244 ASBURY PLACE SEC D	03/28/2008	MC
PRL	2,875	521	LOT 246 ASBURY PLACE SEC D	03/28/2008	MC
PRL	2,875	521	LOT 247 ASBURY PLACE SEC D	03/28/2008	MC
PRL	2,875	521	LOT 253 ASBURY PLACE SEC D	03/28/2008	MC
PRL	2,875	521	LOT 254 ASBURY PLACE SEC D	03/28/2008	MC
PRL	2,875	521	LOT 256 ASBURY PLACE SEC D	03/28/2008	MC
PRL	2,875	521	LOT 257 ASBURY PLACE SEC D	03/28/2008	MC
PRL	2,875	521	LOT 280 ASBURY PLACE SEC D	03/28/2008	MC
PRL	2,875	522	LOT 239 ASBURY PLACE SEC D	03/28/2008	MC
PRL	2,875	522	LOT 240 ASBURY PLACE SEC D	03/28/2008	MC
PRL	2,875	522	LOT 248 ASBURY PLACE SEC D	03/28/2008	MC

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Instrument Type	Book	Page	Lot & SD	Date	Deputy Clerk
PRL	2,875	522	LOT 249 ASBURY PLACE SEC D	03/28/2008	MC
PRL	2,875	522	LOT 258 ASBURY PLACE SEC D	03/28/2008	MC
PRL	2,875	522	LOT 259 ASBURY PLACE SEC D	03/28/2008	MC
PRL	2,875	522	LOT 274 ASBURY PLACE SEC D	03/28/2008	MC
PRL	2,875	522	LOT 277 ASBURY PLACE SEC D	03/28/2008	MC
PRL	2,875	522	LOT 278 ASBURY PLACE SEC D	03/28/2008	MC
PRL	2,889	348	LOT 235 ASBURY PLACE SEC D	04/25/2008	JRK
PRL	2,889	348	LOT 236 ASBURY PLACE SEC D	04/25/2008	JRK
PRL	2,889	348	LOT 241 ASBURY PLACE SEC D	04/25/2008	JRK
PRL	2,889	348	LOT 242 ASBURY PLACE SEC D	04/25/2008	JRK
PRL	2,889	348	LOT 250 ASBURY PLACE SEC D	04/25/2008	JRK
PRL	2,889	348	LOT 251 ASBURY PLACE SEC D	04/25/2008	JRK
PRL	2,889	348	LOT 269 ASBURY PLACE SEC D	04/25/2008	JRK
PRL	2,889	348	LOT 270 ASBURY PLACE SEC D	04/25/2008	JRK
PRL	2,889	348	LOT 271 ASBURY PLACE SEC D	04/25/2008	JRK
PRL	2,889	348	LOT 275 ASBURY PLACE SEC D	04/25/2008	JRK
PRL	2,889	348	LOT 276 ASBURY PLACE SEC D	04/25/2008	JRK
PRL	2,889	348	LOT 279 ASBURY PLACE SEC D	04/25/2008	JRK
REL	2,942	479		09/03/2008	MH
REL	2,946	711		09/16/2008	MC

STATE MS.-DESOTO CO.
AUG 31 9 08 AM '04
BK 2059 PG 217
CH. CLK.

This instrument Prepared by and Return to:
Mark B. Miesse & Associates, P.C.
7518 Enterprise Ave.
Germantown, TN 38138
901-759-3900

DEED OF TRUST

This Indenture made and entered into this 23rd day of August, 2004 , by and between
Ivy Trails, LLC, a MS Limited Liability Company Party of the first part, and
L. Hunt Campbell, a resident of Shelby County, Tennessee , Trustee, Party of the second part,

WITNESSETH: That for and in consideration of Five Dollars Cash in hand paid by the party of the second part to the party of the first part, and the debt and trusts hereinafter mentioned, said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate situated and being in Desoto, County, Tennessee, to wit:

See Attached Exhibit A

TO HAVE AND TO HOLD, the aforesaid real estate, together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the said party of the second part, his successors and assigns, in fee simple forever, and the said party of the first part does hereby covenant with the said party of the second part, his successors and assigns, that he is lawfully seized in fee of the aforesaid real estate; that he has a good right to sell and convey the same; that the same is unencumbered, and that the title and quiet possession thereto he will and his heirs and personal representatives shall warrant and forever defend against the lawful claims of all persons.

But this is a Deed of Trust, and is made for the following uses and purposes, and none other; that is to say; the said party of the first part is justly indebted to **First Alliance Bank** or the holder of the notes hereinafter mentioned, in the sum of ($1,436,400.00) One Million Four Hundred Thirty Six Thousand Four Hundred and 00/100 Dollars, evidenced by

Promissory Note of even date herewith with interest thereon and payable in accordance with the terms of the aforesaid note with a Maturity Date of August 23, 2006.

The principal balance from time to time outstanding hereunder shall become immediately due and payable at the option of the holder of the note if the mortgagor or any subsequent owner of the mortgaged premises should sell, convey, or further encumber such premises, without prior written consent of the holder. Said option may be exercised at any time after such conveyance without holder's prior approval and the acceptance of one or more monthly installments made by the new owner shall not constitute a waiver of the holder's option. Holder's approval of a transferee or failure to exercise said option shall not be construed as a waiver of the provisions hereof as regards any subsequent owner.

The party of the first part desires to secure and make certain the payment of said indebtedness, and of any and all renewals and extensions thereof. Now, therefore, the party of the first part agrees and binds himself that so long as any part of the indebtedness aforesaid shall remain unpaid, he will pay all taxes and assessments against said property promptly when due, and deposit all tax receipts with the holder of the greater portion of the outstanding indebtedness secured hereby; will insure the buildings on said property for not less than the lesser of (1) the insurable value thereof or (2) the total indebtedness secured by mortgages, deeds of trust or other security instruments encumbering the aforedescribed real estate against loss or damage by fire and the perils against which insurance is afforded by extended coverage endorsement in some insurance company or companies approved by the holder of the greater portion of the outstanding indebtedness secured hereby, cause said policies to contain a standard mortgage clause in favor of the holder of said indebtedness and deposit said policies with the holder of the greater portion of the outstanding indebtedness secured hereby as further security for the said debt; will protect the improvements on said property by proper repairs and maintain them in good repair and condition; will not do anything or suffer or permit anything to be done whereby the lien of this Deed of Trust might or could be impaired; will pay such expenses and fees as may be necessary in the protection of the property and the maintenance and execution of this trust, including, but not being limited to, expenses incurred by the Trustee in any legal proceeding to which he is made or becomes a party. The net proceeds resulting from the taking of all or any part of the property by eminent domain, or from any sale in lieu thereof, shall be applied upon the indebtedness in inverse order of its maturity; and in the event of the destruction of the improvements by fire or other casualty, the net proceeds of the insurance shall be applied upon the indebtedness secured hereby in inverse order of its maturity , or at the option of the party of the first part, his heirs and assigns, such proceeds may be used to restore the improvements to their former condition.

The owner of any part of the indebtedness aforesaid may, at his discretion, advance and pay such sums as

may be proper to satisfy taxes, maintain insurance and repairs, and protect and preserve the property; and such amount so paid shall be held and treated as part of the expense of administering this trust, shall be repaid on demand with interest at the highest rate legally chargeable on the date of the advance, and shall be secured by lien of this Deed of Trust.

If the said party of the first part shall pay said indebtedness when due, and shall pay such sums as shall be necessary to discharge taxes and maintain insurance and repairs and the costs, fees and expenses of making, enforcing and executing this trust, when that shall severally be due and payable, then this conveyance shall become null and void, and the owner of the indebtedness shall execute proper deed of release or enter marginal satisfaction on the record of this deed of trust, or in the alternative, the Trustee shall reconvey by quit claim deed the property herein described, all at expense of said party of the first part.

But if said party of the first part shall fail to pay any part of said indebtedness, whether principal or interest, promptly when the same becomes due, or shall fail to pay any sum necessary to satisfy and discharge taxes and assessments before they become delinquent, or to maintain insurance or repairs, or the necessary expense of protecting the property and executing this trust, then, or in either event, all of the indebtedness herein secured shall, at the option of the owner of any of said indebtedness and without notice, become immediately due and payable, principal and interest, and the said Trustee is hereby authorized and empowered to enter and take possession of said property, and before or after such entry to advertise the sale of said property for twenty one days by three weekly notices in some newspaper published in Memphis, Tennessee, if the land described in this Deed is situated in Shelby County, Tennessee, or in some newspaper published in the County of Counties in which the land described in this Deed of Trust is situated, of other than Shelby County, Tennessee, and sell the said property for cash to the highest bidder, free from equity or redemption, statutory right of redemption, homestead, dower, and all other rights and exemptions of every kind, all of which are hereby expressly waived, and said Trustee shall execute a conveyance to the purchaser in fee simple, and deliver possession to the purchaser, which the party of the first part binds himself shall be given without obstruction, hindrance or delay.

The owners of any part of the indebtedness hereby secured may become the purchaser at any sale under this conveyance.

If the notes secured hereby are placed in the hands of an attorney for collection, by suit or otherwise, or to enforce their collection by foreclosure or to protect the security for their payment, the party of the first part will pay all costs of collection and litigation, together with an attorney's fee as provided in said notes, or, if none is so provided, a reasonable attorney's fee, and the same shall be a lien on the premises herein conveyed and enforced by a sale of the property and herein provided.

The proceeds of any sale shall be applied as follows: first to the payment of the expenses of making, maintaining and executing this trust, the protection of the property, including the expense of any litigation and attorney's fees, and the usual commissions to the Trustee; second, to the payment of the indebtedness herein secured or intended so to be, without preference or priority of any part over any other part, and any balance of said indebtedness remaining unpaid shall be the subject of immediate suit; and third, should there by any surplus, the Trustee will pay it to the party of the first part, or his assigns. In the event of the death, refusal, or of inability for any cause, on the part of the Trustee named herein, or of any successor trustee, to act hereunder, or for any other reason satisfactory to the owner of the said indebtedness, the owner or owners of the majority of the outstanding indebtedness aforesaid are authorized either in their own name or through an attorney or attorneys in fact appointed for that purpose by written instrument duly register, to name and appoint a successor or successors to execute this trust, such appointment to be evidenced by writing, duly acknowledged and when such writing shall have been registered, the substituted trustee named therein shall thereupon be vested with all the right and title, and clothed with all the power of the Trustee named herein and such like power of substitution shall continue so long as any part of the indebtedness secured hereby remains unpaid. The party of the first part, for himself, his heirs, representatives, successors and assigns, covenants and agrees that at any time after default in payment of any of the indebtedness hereby secured, or upon failure to perform any of the covenants to be kept and performed by him, said Trustee may enter upon and take possession of said property and collect the rents and profits therefrom with payment of such to the Trustee after default being full acquittance to the tenant, by the Trustee shall be required to account only for the net rents received by him; and from and after the conveyance of said property under this Deed of Trust, the party of the first part, and all persons under him, shall, at the option of the purchaser, be and become the tenants at will of the purchaser, at a reasonable monthly rental, commencing with the date of delivery of the Trustee's Deed.

In the event that more than one Trustee be named herein, any one of such Trustees shall be clothed with full power to act when action hereunder shall be required, and to execute any conveyance of said property. In the event that more than one Trustee be named herein and the substitution of a trustee shall become necessary for any reason, the substitution of one trustee in the place of those or any of those named herein shall be sufficient. The term "Trustee" shall be construed to mean "Trustee" whenever the sense requires. The necessity of the Trustee herein named, or any successor in trust, making oath or giving bond, is expressly waived.

WC

No waiver by the party of the second part or by the holder of the indebtedness secured hereby shall be construed as a waiver of a subsequent similar default or any other default by the party of the first part.

The singular number may be construed as plural, and the plural as singular, and pronouns occurring herein shall be construed according to their proper gender and number, as the context of this instrument may require.

IN WITNESS WHEREOF, the party of the first part has executed, or has caused to be executed, this instrument on the day and year first above written.

Ivy Trails, LLC

By: W. Terry Edwards, President
EDCO Properties, Inc, Member

By: Quinn Houston, Chief Manager
Houston Investment, Inc., Member

STATE OF TENNESSEE
COUNTY OF SHELBY

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned of the state and county aforesaid, personally appeared W. Terry Edwards, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be president (or other officer authorized to execute the instrument) of Edco Properties, Inc., a TN Corporation and member of Ivy Trails, LLC a MS Limited Liability Company, the within named bargainor, and that he as such president, executed the foregoing instrument for the purpose therein contained, by signing the name of Edco Properties, Inc. by himself as president of the corporation and that Edco Properties, Inc. executed this document on behalf of the limited liability company.

WITNESS my hand and seal at office on this the 23 day of August, 2004.

Notary Public

MARK B. MIESSE
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY
My Comm. Exp. 12-05-2006

My Commission Expires:

_____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned of the state and county aforesaid, personally appeared Quinn Houston, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be president (or other officer authorized to execute the instrument) of Houston Investment, Inc.., a corporation, and member of Ivy Trails, LLC a MS Limited Liability Company, the within named bargainor, and that he as such president, executed the foregoing instrument for the purpose therein contained, by signing the name of Houston Investment, Inc. by himself as president of the member corporation and that Houston Investment, Inc. executed this document of behalf of the limited liability company.

WITNESS my hand and seal at office on this the 23 day of August, 2004.

Notary Public

MARK B. MIESSE
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY
My Comm. Exp. 12-05-2006

My Commission Expires:

_____

EXHIBIT A

TRACT #1

A legal description of a 18.84 acre, more or less, tract of land being located in the Northwest quarter of the Southwest quarter of Section 19, Township 1 South, Range 6 West, Olive Branch, DeSoto County, Mississippi and being more particularly described as follows:

Commencing a the Southwest corner of the Northwest quarter of Section 19, Township 1 South, Range 6 West, Olive Branch, DeSoto County, Mississippi; thence North 89 degrees 55 minutes 30 seconds East for a distance of 37.78 feet to a fence rail found to the True Point of Beginning for the herein described tract of land; thence South 89 degrees 56 minutes 19 seconds East for a distance of 2,631.68 feet to a axle found; thence South 00 degrees 51 minutes 22 seconds East for a distance of 402.39 feet to a fence rail found; thence North 89 degrees 26 minutes 16 seconds West for a distance of 1,491.28 feet to a iron pin found being the southwest corner of Tract #2; thence North 00 degrees 16 minutes 50 seconds east along the East line of said tract for a distance of 184.73 feet to a fence rail found being the Northeast corner of same said tract; thence North 89 degrees 41 minutes 49 seconds West along the North line of said Tract #2 for a distance of 1,148.19 feet to a fence rail found being the Northwest corner of the aforementioned tract; thence North 00 degrees 13 minutes 23 seconds east for a distance of 199.73 feet to a fence rail found to the True Point of Beginning and containing 820,803 square feet or 18.84 acres, more or less.

TRACT #2

A legal description of a 4.00 acre, more or less, tract of land being located in the Northwest quarter of the Southwest quarter of Section 19, Township 1 South, Range 6 West, Olive Branch, DeSoto County, Mississippi and being more particularly described as follows:

Commencing at the Southwest Corner the Northwest quarter of the Southwest quarter of Section 19, Township 1 South, Range 6 West, Olive Branch, DeSoto County, Mississippi; thence North 89 degrees 55 minutes 30 seconds East along an East line of Tract #1 for a distance of 37.78 feet to a fence rail found being the Northwest corner of said tract; thence South 00 degrees 13 minutes 23 seconds West for a distance of 199.73 feet to a fence rail found being a Southwest Corner of same said tract as well as being the True Point of Beginning for the herein described tract of land; thence South 89 degrees 41 minutes 49 seconds East for a distance of 1,148.19 feet to a fence rail found being a Southwest corner of Tract #1; thence south 00 degrees 16 minutes 50 seconds west for a distance of 184.73 feet to a iron pin found being a southwest corner of Tract #1; thence north 89 degrees 42 minutes 53 seconds west for a distance of 867.77 feet to a point; thence north 00 degrees 18 minutes 11 seconds east for a distance of 135.00 feet to a point; thence north 89 degrees 41 minutes 49 seconds west for a distance of 280.00 feet to a point; thence north 00 degrees 15 minutes 24 seconds west for a distance of 50.00 feet to a fence rail found to the true point of beginning and containing 174,425 square feet or 4.00 acres, more or less.