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
prl	4056	172	lot 171 ph 3 area 7 robinson crossing	10/09/2015	dm
prl	4073	168	lot 148 ph iii area 7 robinson crossing	11/16/2015	mc
prl	4088	761	Lot 155 Ph 3 Area 7 Robinson Crossing	12/23/2015	clc
prl	4097	93	lot 123 ph 3 area 7 robinson crossing	01/11/2016	dm
prl	4100	237	lot 149 ph 3 area 7 robinson crossing	1/19/2016	cao
PRL	4103	42	LOT 153 PH 3 AREA 7 ROBINSON CROSSING	1/26/2016	CAO
PRL	4103	48	LOT 124 PH3 AREA 7 ROBINSON CROSSING	1/26/2016	CAO
prl	4147	704	lot 170 ph 3 area 7 robinson crossing	04/27/2016	mc
prl	4153	257	lot 115 ph 2 area 6 robinson crossing	05/09/2016	ps
prl	4166	677	lot 152 ph 111 robinson crossing	06/01/2016	bf
prl	4182	589	lot 151 ph 3 area 7 robinson crossing	06/29/2016	cao
PRL	4214	240	LOT 158 PH III AREA 7 ROBINSON CROSSING	08/24/2016	MC
prl	4238	517	lot 96 ph 2 area 6 robinson crossing	10/05/2016	clc
prl	4244	355	lot 168 phase iii area 7 robinson crossing	10/17/2016	cao
PRL	4245	176	LOT 96 PH II AREA 6 ROBINSON CROSSING	10/18/2016	
PRL	4302	78	LOT 167 PH III AREA 7 ROBINSON CROSSING	02/09/2017	MC

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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
SAG	2,203	458		04/26/2005	BC
prl	2,411	286	Lot 7 Ph I Robinson Crossing PUD	02/14/2006	ps
prl	2,452	397	lot 66 ph 1 robinson crossing	04/17/2006	mh
prl	2,452	421	lot 89 ph 1 robinson crossing	04/17/2006	mh
prl	2,452	422	lot 78 ph 1 robinson crossing	04/17/2006	mh
prl	2,452	423	lot 46 ph 1 robinson crossing	04/17/2006	mh
prl	2,452	435	lot 80 ph 1 robinson crossing	04/17/2006	mh
prl	2,452	435	lot 83 ph 1 robinson crossing	04/17/2006	mh
prl	2,452	437	lot 57 ph 1 robinson crossing	04/17/2006	mh
prl	2,455	622	Lot 85 Ph I Robinson Crossing PUD	04/21/2006	ps
prl	2,455	621	Lot 79 PH I Robinson Crossing PUD	04/21/2006	ps
prl	2,460	613	Lot 56 Ph I Robinson Crossing PUD	04/28/2006	ps
prl	2,460	620	Lot 60 Ph I Robinson Crossing PUD	04/28/2006	ps
prl	2,460	620	Lot 84 Ph I Robinson Crossing PUD	04/28/2006	ps
prl	2,460	619	Lot 62 Ph I Robinson Crossing PUD	04/28/2006	ps
prl	2,460	618	Lot 58 Ph I Robinson Crossing PUD	04/28/2006	ps
prl	2,460	617	Lot 61 Ph I Robinson Crossing PUD	04/28/2006	ps
prl	2,460	616	Lot 86 Ph I Robinson Crossing PUD	04/28/2006	ps
prl	2,460	615	Lot 48 Ph I Robinson Crossing PUD	04/28/2006	ps
prl	2,460	615	Lot 75 Ph I Robinson Crossig PUD	04/28/2006	ps
prl	2,460	614	Lot 74 Ph I Robinson Crossing PUD	04/28/2006	ps
prl	2,460	622	Lot 69 Ph I Robinson Crossing PUD	04/28/2006	ps
PRL	2,467	149	LOT 68 PH I ROBINSON CROSSING PUD	05/08/2006	JRK
PRL	2,467	221	LOT 76 PH I ROBINSON CROSSING PUD	05/08/2006	JRK
PRL	2,467	221	LOT 77 PH I ROBINSON CROSSING PUD	05/08/2006	JRK
PRL	2,488	597	LOT 91 PH I ROBINSON CROSSING	06/06/2006	BC
prl	2,491	396	Lot 54 Ph I Robinson Crossing PUD	06/09/2006	ps
prl	2,491	396	Lot 59 Ph I Robinson Crossing PUD	06/09/2006	ps
prl	2,491	397	Lot 8 Ph I Robinson Crossing PUD	06/09/2006	ps
prl	2,491	397	Lot 72 Ph I Robinson Crossing PUD	06/09/2006	ps
prl	2,491	397	Lot 73 Ph I Robinson Crossing PUD	06/09/2006	ps

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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
prl	2,491	397	Lot 87 Ph I Robinson Crossing PUD	06/09/2006	ps
PRL	2,499	127	LOT 47 PH I ROBINSON CROSSING	06/19/2006	JRK
PRL	2,499	127	LOT 55 PH I ROBINSON CROSSING	06/19/2006	JRK
prl	2,522	572	Lot 92 PH I robinson Crossing PUD	07/24/2006	ps
prl	2,526	16	Lot 13 Ph I Robinson Crossing	07/27/2006	ps
PRL	2,539	604	LOT 92 PH 1 ROBIN CROSSING	08/14/2006	MLC
PRL	2,539	697	LOT 13 PH I ROBINSON CROSSING	08/14/2006	JRK
PRL	2,539	701	LOT 49 PH I ROBINSON CROSSING	08/14/2006	JRK
PRL	2,539	702	LOT 82 PH I ROBINSON CROSSING	08/14/2006	JRK
PRL	2,539	696	LOT 82 PH I ROBINSON CROSSING	08/14/2006	JRK
prl	2,543	594	lot 51 phase I robinson crossing	08/17/2006	mh
prl	2,543	594	lot 81 phase I Robinson Crossing	08/17/2006	mh
prl	2,554	271	lot 93 Phase I Robinson Crossing	09/01/2006	mh
prl	2,554	272	Lot 10 Phase I Robinson Crossing	09/01/2006	mh
prl	2,561	491	Lot 37 Ph I Robinson Crossing PUD	09/11/2006	ps
prl	2,561	491	Lot 40 Ph I Robinson Crossing PUD	09/11/2006	ps
prl	2,561	491	Lot 43 Ph I Robinson Crossing PUD	09/11/2006	ps
PRL	2,568	503	LOT 67 PH I ROBINSON CROSSING PUD	09/22/2006	JRK
PRL	2,568	521	LOT 8 PH I ROBINSON CROSSING PUD	09/22/2006	JRK
PRL	2,568	521	LOT 72 PH I ROBINSON CROSSING PUD	09/22/2006	JRK
PRL	2,568	521	LOT 73 PH I ROBINSON CROSSING PUD	09/22/2006	JRK
PRL	2,568	521	LOT 87 PH I ROBINSON CROSSING	09/22/2006	JRK
prl	2,599	647	LOT 15 PH I ROBINSON CROSSING	11/06/2006	MLC
prl	2,599	623	Lot 8 Ph I Robinson Crossing PUD	11/06/2006	ps
prl	2,599	623	Lot 72 Ph I Robinson Crossing PUD	11/06/2006	ps
prl	2,599	623	Lot 73 Ph I Robinson Crossing PUD	11/06/2006	ps
prl	2,599	623	Lot 87 Ph I Robinson Crossing PUD	11/06/2006	ps
prl	2,618	183	Lot 2 Phase I Robinson Crossing	12/04/2006	mh
PRL	2,626	174	LOT 4 PH I ROBINSON CROSSING PUD	12/15/2006	JRK
PRL	2,626	174	LOT 11 PH I ROBINSON CROSSING PUD	12/15/2006	JRK
Prl	2,689	548	Lot 1 Phase I Robinson Crossing	03/30/2007	mh

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

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PRL	2,699	77	LOT 63 PH I ROBINSON CROSSING PUD	04/13/2007	JRK
PRL	2,714	51	LOT 19 PH I ROBINSON CROSSING PUD	05/08/2007	JRK
PRL	2,714	84	LOT 21 PH I ROBINSON CROSSING PUD	05/08/2007	JRK
PRL	2,714	85	LOT 12 PH I ROBINSON CROSSING PUD	05/08/2007	JRK
PRL	2,714	85	LOT 15 PH I ROBINSON CROSSING PUD	05/08/2007	JRK
PRL	2,714	85	LOT 16 PH I ROBINSON CROSSING PUD	05/08/2007	JRK
PRL	2,714	85	LOT 17 PH I ROBINSON CROSSING PUD	05/08/2007	JRK
PRL	2,714	85	LOT 18 PH I ROBINSON CROSSING PUD	05/08/2007	JRK
PRL	2,714	85	LOT 20 PH I ROBINSON CROSSING PUD	05/08/2007	JRK
PRL	2,714	85	LOT 22 PH I ROBINSON CROSSING PUD	05/08/2007	JRK
PRL	2,714	85	LOT 24 PH I ROBINSON CROSSING PUD	05/08/2007	JRK
PRL	2,714	85	LOT 25 PH I ROBINSON CROSSING PUD	05/08/2007	JRK
PRL	2,714	85	LOT 34 PH I ROBINSON CROSSING PUD	05/08/2007	JRK
PRL	2,714	85	LOT 35 PH I ROBINSON CROSSING PUD	05/08/2007	JRK
PRL	2,714	85	LOT 38 PH I ROBINSON CROSSING PUD	05/08/2007	JRK
PRL	2,714	85	LOT 39 PH I ROBINSON CROSSING PUD	05/08/2007	JRK
PRL	2,714	85	LOT 42 PH I ROBINSON CROSSING PUD	05/08/2007	JRK
PRL	2,714	85	LOT 44 PH I ROBINSON CROSSING PUD	05/08/2007	JRK
prl	2,731	263	Lot 48 Ph I Robinson Crossing PUD	06/06/2007	ps
prl	2,731	275	Lot 6 Ph 1 Robinson Crossing	06/06/2007	ps
PRL	2,760	319	LOT 30 PH I ROBINSON CROSSING PUD	07/25/2007	JRK
PRL	2,760	317	LOT 27 PH I ROBINSON CROSSING PUD	07/25/2007	JRK
prl	2,765	674	Lot 102 Area 6 APh II Robinson Crossing PUD	08/02/2007	ps
prl	2,765	674	Lot 108 Area 6 Ph II Robinson Crossing PUD	08/02/2007	ps
prl	2,765	674	Lot 110 Area 6 Ph II Robinson CrossingPUD	08/02/2007	ps
prl	2,765	674	Lot 111 Area 6 Ph II Robinson Crossing PUD	08/02/2007	ps
prl	2,765	674	Lot 115 Area 6 Ph II Robinson Crossing PUD	08/02/2007	ps
prl	2,800	112	Lot 118 Robinson Crossing Phase II	10/05/2007	mh
prl	2,803	741	Lot 52 Phase I Robinson Crossing	10/12/2007	mh
PRL	2,832	260	LOT 41 PHASE 1 ROBINSON CROSSING PUD	08/04/2008	JRK
PRL	3,030	784	LOT 23 PH I ROBINSON CROSSING PUD	05/14/2009	MC

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

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PRL	3,030	785	LOT 32 PH I ROBINSON CROSSING PUD	05/14/2009	MC
PRL	3,042	760	LOT 28 PH I ROBINSON CROSSING PUD	06/10/2009	BC
prl	3,093	686	Lot 64 Phase 1 Robinson Crossing	10/22/2009	mh
prl	3,100	483	Lot 64 Phase 1 Robinson Crossing	11/09/2009	mh
prl	3,100	485	Lot 3 Phase 1 Robinson Crossing	11/09/2009	mh
PRL	3,234	265	LOT 29 PH I ROBINSON CROSSING PUR	10/29/2010	MC
prl	3,304	589	lot 94 ph 2 robinson crossind pud	05/23/2011	sls
PRL	3,365	502	LOT 122 PH 2 ROBINSON CROSSING PUD AREA 6	11/14/2011	MC
sag	3,387	270		01/09/2012	sls
prl	3,617	78	lot 45 ph 1 robinson crossing	04/03/2013	sls
PRL	3,617	124	LOT 70 PH 1 ROBINSON CROSSING PUD	04/03/2013	MC
PRL	3,741	326	LOT 26 PH I ROBINSON CROSSING	11/13/2013	BC
PRL	3,741	327	LOT 71 PH I ROBINSON CROSSING	11/13/2013	BC
PRL	3,741	328	LOT 45 PH I ROBINSON CROSSING	11/13/2013	BC
PRL	3,757	426	LOT 9 PH I ROBINSON CROSSING PUD	12/23/2013	MC
prl	3,787	146	lot 120 area 6 r10 lots ph2 robinson crossing	03/10/2014	ss
prl	3,793	648	lot 95 phase II area 6 robinson crossing pud	03/27/2014	mc
PRL;	3,794	200	LOT 119 PH II ROBINSON CROSSING ARE 6	03/28/2014	BF
PRL	3,801	107	LOT 53 PH I ROBINSON CROSSING PUD	04/14/2014	MC
prl	3,863	542	lot 97 ph I robinson crossing pud	08/20/2014	ls
prl	3,863	542	lot 89 ph I robinson crossing pud	08/20/2014	ls
prl	3,863	542	lot 101 ph I robinson crossing pud	08/20/2014	ls
prl	3,863	542	lot 106 ph I robinson crossing pud	08/20/2014	ls
prl	3,863	542	lot 109 ph I robinson crossing pud	08/20/2014	ls
PRL	3,863	717	LOT 97 ROBINSON CROSSING PH II AREA 6	08/21/2014	LS
PRL	3,863	717	LOT 98 ROBINSON CROSSING PH II AREA 6	08/21/2014	LS
PRL	3,863	717	LOT 101 ROBINSON CROSSING PH II AREA 6	08/21/2014	LS
PRL	3,863	717	LOT 106 ROBINSON CROSSING PH II AREA 6	08/21/2014	LS
PRL	3,863	717	LOT 109 ROBINSON CROSSING PH II AREA 6	08/21/2014	LS
PRL	3,924	460	lot 159 ph 111 area 7 robinson crossing	01/08/2015	BF
prl	4,056	170	lot 159 ph 111 area 7 robinson crossing	10/09/2015	dm

2/11/05 11:56:37
BK 2,158 PG 524
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

FILE NUMBER: 05-110
PREPARED BY AND RETURN TO:
DUDLEY B. BRIDGFORTH
1607 STATE LINE ROAD
POST OFFICE BOX 241
SOUTHAVEN, MS 38671
662-393-4450

LAND DEED OF TRUST

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

PLEASANT HILL LAND & DEVELOPMENT CO., INC. _____

_____ whose address is P. O. Box 241, Southaven, Mississippi 38671 _____,

as Grantor (herein designated as "Debtor"), and Taylor D. Buntin _____ as Trustee, and ___

BRIDGFORTH PROPERTIES, INC. _____ of Olive Branch _____, Mississippi as Beneficiary

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

WHEREAS, Debtor is indebted to Secured Party in the full sum of TWO MILLION NINE HUNDRED SIX THOUSAND TWO HUNDRED NINE AND 20/100 DOLLARS ($ 2,906,209.20) 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:

All unpaid Principal and Interest shall be due and payable one year from date.

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"

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 then 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; and then, lastly, any balance remaining due 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. 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 improvement 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 or 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.

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 8th day of February 2005.

PLEASANT HILL LAND & DEVELOPMENT CO., INC.

By: _____
Brian Hall Bridgforth - President

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid BRIAN HALL BRIDGFORTH of Debtor, the above named PLEASANT HILL LAND & DEVELOPMENT CO., INC. a Mississippi corporation, 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 8th day of February 2005.

My Commission Expires:

_____
Notary Public

JANET R. O'DANIEL, DESOTO COUNTY, MS
NOTARY PUBLIC
My Commission Expires April 27, 2007

EXHIBIT "A"

A 229.29, more or less, acre tract of land a portion of the 283.68 acre Bridgforth Properties, Inc, tract (deed book 430, page 788) being located in the west half and the southeast quarter of section 11, township 2 south, range 7 west of the Chickasaw Meridian, DeSoto County, Mississippi and being more particularly described as follows:

Commencing at the northwest corner of section 11, township 2 south, range 7 west of the Chickasaw Meridian; thence south 05 degree 05 minutes 31 seconds east, a distance of 53.00 feet to the true point of beginning of the herein described tract, said point being a 1/2" metal pipe (found) in the south right of way line of Church Road (right of way varies); thence, along said right of way line, south 89 degrees 56 minutes 10 seconds east, a distance of 1,120.29 feet to a 1/2" metal pipe (found); thence, continuing along said right of way line, south 00 degrees 03 minutes 50 seconds west, a distance of 20.00 feet; thence, continuing along said right of way line, south 89 degrees 56 minutes 10 seconds east, a distance of 600.00 feet to a 1/2" metal pipe (found); thence, continuing along said right of way line, north 00 degrees 03 minutes 50 seconds east, a distance of 20.00 feet to a 1/2" metal pipe (found); thence, continuing along said right of way line, south 89 degrees 56 minutes 10 seconds east, a distance of 944.18 feet to a 1/2" metal pipe (found); thence, departing said right of way line, south 00 degrees 13 minutes 55 seconds east, a distance of 2,595.55 feet to a 48" oak tree (found); thence south 89 degrees 38 minutes 09 seconds east, a distance of 86.12 feet to a point in a ditch; thence, along said ditch the following calls, south 44 degrees 26 minutes 06 seconds west, a distance of 122.31 feet; thence south 01 degrees 54 minutes 52 seconds east, a distance of 90.20 feet; thence south 37 degrees 15 minutes 22 seconds west, a distance of 174.97 feet; thence south 34 degrees 19 minutes 23 seconds east, a distance of 53.16 feet; thence south 20 degrees 14 minutes 10 seconds west, a distance of 121.87 feet; thence south 63 degrees 16 minutes 45 seconds west, a distance of 70.98 feet; thence south 09 degrees 52 minutes 42 seconds west, a distance of 125.59 feet; thence south 69 degrees 18 minutes 29 seconds west, a distance of 110.93 feet; thence south 21 degrees 04 minutes 22 seconds west, a distance of 99.91 feet; thence south 00 degrees 29 minutes 01 seconds west, a distance of 68.06 feet; thence south 36 degrees 15 minutes 36 seconds west, a distance of 69.16 feet; thence south 28 degrees 17 minutes 42 seconds west, a distance of 149.19 feet; thence south 73 degrees 52 minutes 30 seconds west, a distance of 98.75 feet; thence south 26 degrees 55 minutes 03 seconds west, a distance of 246.27 feet; thence south 36 degrees 49 minutes 22 seconds west, a distance of 108.09 feet; thence south 25 degrees 41 minutes 59 seconds west, a distance of 113.63 feet; thence south 21 degrees 43 minutes 20 seconds west, a distance of 213.82 feet; thence south 01 degrees 41 minutes 23 seconds west, a distance of 633.74 feet; thence south 11 degrees 52 minutes 36 seconds west, a distance of 41.12 feet to a point at the intersection of two ditches; thence, along said second ditch, north 68 degrees 33 minutes 01 seconds west, a distance of 191.69 feet; thence north 34 degrees 14 minutes 30 seconds west, a distance of 312.22 feet; thence south 84 degrees 13 minutes 12 seconds west, a distance of 52.81 feet; thence north 54 degrees 04 minutes 11 seconds west, a distance of 528.12 feet; thence north 04 degrees 24 minutes 02 seconds east, a distance of 103.31 feet; thence south 66 degrees 10 minutes 13 seconds west, a distance of 137.28 feet; thence north 07 degrees 55 minutes 16 seconds east, a distance of 114.34 feet; thence north 76 degrees 49 minutes 58 seconds west, a distance of 140.97 feet; thence north 03 degrees 58 minutes 21 seconds west, a distance of 265.53 feet; thence north 37 degrees 38 minutes 17 seconds west, a distance of 208.58 feet; thence south 63 degrees 01 minutes 47 seconds west, a distance of 70.75 feet; thence north 69 degrees 37 minutes 08 seconds west, a distance of 50.29 feet; thence north 08 degrees 31 minutes 15 seconds west, a distance of 87.29 feet; thence north 71 degrees 17 minutes 20 seconds west, a distance of 53.30 feet; thence north 22 degrees 10 minutes 00 seconds west, a distance of 79.25 feet; thence north 13 degrees 38 minutes 41 seconds east, a distance of 168.40 feet; thence north 50 degrees 51 minutes 53 seconds east, a distance of 77.95 feet; thence north 06 degrees 54 minutes 27 seconds east, a distance of 199.49 feet; thence north 04 degrees 03 minutes 18 seconds west, a distance of 327.46 feet; thence north 28 degrees 30 minutes 47 seconds east, a distance of 25.73 feet; thence north 13 degrees 38 minutes 55 seconds west, a distance of 132.61 feet; thence north 28 degrees 13 minutes 36 seconds east, a distance of 96.06 feet; thence north 34 degrees 30 minutes 25 seconds west, a distance of 189.27 feet; thence north 85 degrees 36 minutes 53 seconds west, a distance of 180.99 feet; thence north 33 degrees 57 minutes 26 seconds west, a distance of 155.36 feet; thence south 41 degrees 48 minutes 58 seconds west, a distance of 116.39 feet; thence north 70 degrees 19 minutes 28 seconds west, a distance of 48.64 feet to a point; thence north 00 degrees 05 minutes 31 seconds west, passing an 1/2" metal pipe (set) at 21.37 feet a distance of 2,305.66 feet to the point of beginning. Containing 229.2, more or less, acres and being subject to all codes, covenants, easements, revisions, restrictions, regulations, and rights of way of record.