

PREPARED BY AND RETURN TO:

Anita I. Lotz
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1100 Ridgeway Loop Road, Suite 400
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1/03/06 11:50:17
BK 2,385 PG 13
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

PARTIAL RELEASE

WHEREAS, by a certain trust deed recorded in Book 1740, page 402 of record in the Chancery Clerk's Office of DeSoto County, Mississippi, Carol Nelson, Jr. conveyed to J. Patrick Caldwell, as Trustee for BancorpSouth Bank (the "Lender"), the real estate in said trust deed described, for the purpose of securing payment of an indebtedness evidenced by a note fully described in said trust deed; and

WHEREAS, a portion of the indebtedness owed under the note described in and secured by said trust deed has been paid;

NOW, THEREFORE, in consideration of the premises the undersigned Lender, as the legal owner and holder of the note secured by said trust deed, acknowledges the payment described above and hereby partially releases and discharges the lien of said trust deed, and to this end quitclaims and conveys unto the said Carl Nelson, all its right, title, and interest in and to the real estate described as follows:

Lot 1, Golden Oaks Commercial Subdivision, as situated in Section 29, Township 1 South, Range 7 West, City of Southaven, DeSoto County, Mississippi as per plat thereof recorded in Plat Book 63, Page 45, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The undersigned BancorpSouth Bank, covenants with the said Carl Nelson that it is the legal owner and holder of the note described in and secured by said trust deed, and that it has the lawful right to partially release and discharge the lien thereof as set forth above.

IN WITNESS WHEREOF the said BancorpSouth Bank has hereunto set its hand this the 9 day of December, 2005.

BancorpSouth Bank

By: [Signature]
Title: AVP

STATE OF Mississippi
COUNTY OF Desoto

Before me, a notary public of the state and county aforesaid, personally appeared Patrick Nixon with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged her/himself to be the assistant vice president of BancorpSouth Bank, the within named bargainer, and that she/he as such assistant vice president executed the foregoing instrument for the purposes therein contained by signing the name of BancorpSouth Bank by her/himself as such officer.



Witness my hand and notarial seal this 9th day of December, 2005.

MY COMMISSION EXPIRES:
DECEMBER 18, 2007

Notary Public

My Commission Expires:

[Signature]

Farris Mathews
an