

*** AmSouth Bank is now Regions Bank ***

State of MISSISSIPPI

Desoto County



DEED OF TRUST

5/21/07 10:28:23
BK 2,721 PG 73
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

THIS INDENTURE is made and entered into on February 1, 2007, by and between Heritage Acquisition Company LLC (hereinafter called "Mortgagor," whether one or more), Carl L. Gorday, not individually but as trustee (hereinafter called "Trustee") for the benefit of AmSouth Bank (hereinafter called "Mortgagee").

WHEREAS, Heritage Acquisition Company LLC (the "Borrower", whether one or more) is (are) or may become justly indebted to the Mortgagee in the principal sum of Two Million One Hundred Seventy Five Thousand and 00/100 Dollars dollars (\$ 2,175,000.00) as evidenced by (check as applicable):

- Note for Business and Commercial Loans of even date herewith, executed by Heritage Acquisition Company LLC, as maker, in favor or Mortgagee, its successors and assigns, as payee;
- Guaranty Agreement of even date herewith, executed by _____, as guarantor to Mortgagee, its successors and assigns, as beneficiary, guaranteeing payment and performance by _____ the Debtor, of the obligations referenced in said Guaranty Agreement;
- Note for Business and Commercial Loans of even date herewith, pursuant to which Mortgagee has agreed to make advances to _____ as maker, as long as said maker complies with all the terms of such note. Advances may be made, repaid and remade, from time to time, subject to the total outstanding principal sum stated above, with payment in full, if not sooner made, due on the Maturity Date;

together, in any case, with interest as provided therein, attorney's fees in the event of default, and all costs of collection. The final maturity date of the indebtedness secured by this Mortgage is 05/02/2007 (the "Maturity Date").

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged and to secure (i) the payment of the debt evidenced by said note or guaranty and any and all extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such extensions and renewals, (ii) the payment and performance of the Borrower's obligations under any agreement (the "master agreement") between the Mortgagee and the Borrower which provides for an interest rate or commodity swap, cap, floor, collar, forward foreign exchange transaction, currency swap, cross currency rate swap, currency option, or any combination of or option with respect to, these or similar transactions for the purpose of hedging Borrower's exposure to fluctuations in interest rates, currency valuations or commodity prices, including without limitation any ISDA Master Agreement or any similar agreement, and (iii) if the Real Property is not a consumer's principal dwelling within the meaning of the Truth in Lending Act, 15 USC Sections 1601 et seq., the payment and performance of all other indebtedness, obligations and liabilities owing by any borrower, any guarantor or the Mortgagor to the Mortgagee, whether now existing or hereafter incurred or arising, whether absolute or contingent, and whether incurred as maker or guarantor, (the aggregate amount of such debt and obligations described in the foregoing clauses (i), (ii) and (iii) and interest thereon, including any extensions and renewals and the interest thereon, is hereinafter collectively called "Debt") and the compliance with all the stipulations herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Trustee, with power of sale, for the benefit of the Mortgagee, its successors and assigns, the following described real estate, situated in

Desoto County, Mississippi (said real estate being hereinafter called "Real Estate"):

SEE EXHIBIT "A"

THIS INSTRUMENT WAS PREPARED BY: Kenda Ferguson
RETURN TO: AMSOUTH BANK
4270 I-55 NORTH, SUITE 201
JACKSON, MS 39211
601-368-2712

Prepared

5

Together with all the rights, privileges, tenements, appurtenances and fixtures appertaining to the Real Estate, all of which shall be deemed Real Estate and shall be conveyed by this mortgage.

TO HAVE AND TO HOLD the Real Estate unto the Trustee, its successors and assigns forever but in trust, subject to the terms of this Mortgage. The Mortgagor covenants with the Mortgagee and the Trustee that the Mortgagor is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all encumbrances, unless otherwise set forth above; and the Mortgagor will warrant and forever defend the title to the Real Estate unto the Mortgagee and the Trustee, against the lawful claims of all persons.

For the purpose of further securing the payment of the Debt, the Mortgagor agrees to: (1) pay all taxes, assessments, and other liens taking priority over this mortgage (hereinafter jointly called 'Liens'), and if default is made in the payment of the Liens, or any part thereof, the Mortgagee, at its option, may pay the same; (2) keep the Real Estate continuously insured, in such manner and with such companies as may be satisfactory to the Mortgagee, against loss by fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsement, and against loss by such other perils as the Mortgagee may from time to time reasonably determine is prudent or is then required by applicable law, with loss, if any, payable to the Mortgagee, as its interest may appear, such insurance to be in an amount at least equal to the full insurable value of the improvements located on the Real Estate unless the Mortgagee agrees in writing that such insurance may be in a lesser amount. The original insurance policy and all replacements therefor, shall be delivered to and held by the Mortgagee until the Debt is paid in full. The original insurance policy and all replacements therefor must provide that they may not be canceled without the insurer giving at least fifteen days' prior written notice of such cancellation to the Mortgagee. In the event of foreclosure of this mortgage or other transfer of title to the Real Estate in extinguishment of indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

The Mortgagor hereby assigns and pledges to the Mortgagee, as further security for the payment of the Debt, each and every policy of hazard insurance now or hereafter in effect which insures said improvements, or any part thereof, together with all the right, title and interest of the Mortgagor in and to each and every such policy, including but not limited to all of the Mortgagor's right, title and interest in and to any premiums paid on such hazard insurance, including all rights to return premiums. If the Mortgagor fails to keep the Real Estate insured as specified above then, at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire Debt due and payable and this mortgage subject to foreclosure, and this mortgage may be foreclosed as hereinafter provided; and regardless of whether the Mortgagee declares the entire Debt due and payable and this mortgage subject to foreclosure, the Mortgagee may, but shall not be obligated to, insure the Real Estate for its full insurable value (or for such lesser amount as the Mortgagee may wish) against such risks of loss, for its own benefit, the proceeds from such insurance (less cost of collecting same), if collected, to be credited against the Debt, or, at the election of the Mortgagee, such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate. All amounts spent by the Mortgagee for insurance or for the payment of Liens shall become a debt due by the Mortgagor to the Mortgagee and at once payable, without demand upon or notice to the Mortgagor, and shall be secured by the lien of this mortgage, and shall bear interest from date of payment by the Mortgagee until paid at the rate provided in the promissory note or notes referred to herein above.

As further security for the payment of the Debt, the Mortgagor hereby assigns and pledges to the Mortgagee the following described property, rights, claims, rents, profits, issues and revenues:

1. all rents, profits, issues, and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to the Mortgagor, so long as the Mortgagor is not in default hereunder, the right to receive and retain such rents, profits, issues and revenues;
2. all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real Estate, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Estate, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets, and all payments made for the voluntary sale of the Real Estate, or any part thereof, in lieu of the exercise of the power of eminent domain. The Mortgagee is hereby authorized on behalf of, and in the name of, the Mortgagor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. The Mortgagee may apply all such sums so received, or any part thereof, after the payment of all the Mortgagee's expenses in connection with any proceeding or transaction described in this subparagraph 2, including court costs and attorneys' fees, on the Debt in such manner as the Mortgagee elects, or, at the Mortgagee's option, the entire amount or any part thereof, so received may be released or may be used to rebuild, repair or restore any or all of the improvements located on the Real Estate.

(Complete if applicable) This mortgage is junior and subordinate to the following mortgage or mortgages:

Date _____, Recorded in _____ Book _____, Page _____, Desoto County, Mississippi.
Date _____, Recorded in _____ Book _____, Page _____, _____ County, Mississippi.

The Mortgagor hereby authorizes the holder of a prior mortgage encumbering the Real Estate, if any, to disclose to the Mortgagee the following information: (1) the amount of indebtedness secured by such mortgage; (2) the amount of such indebtedness that is unpaid; (3) whether any amount owed on such indebtedness is or has been in arrears; (4) whether there is or has been any default with respect to such mortgage or the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby which the Mortgagee may request from time to time.

If this mortgage is subordinate to a prior mortgage, the Mortgagor expressly agrees that if default should be made in the payment of principal interest or any other sum payable under the terms and provisions of such prior mortgage, or if any other event of default (or event which upon the giving of notice or lapse of time, or both, would constitute an event of default) should occur thereunder, the Mortgagee may, but shall not be obligated to, cure such default, without notice to anyone, by paying whatever amounts may be due, or taking whatever other actions may be required under the terms of such prior mortgage so as to put the same in good standing.

As used in this mortgage, the term 'Hazardous Substances' shall mean and include, without limitation, any asbestos, urea formaldehyde foam insulation, flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related or unrelated substances or materials defined, regulated, controlled, limited or prohibited in any local, state or federal law, rule or regulation, whether now or hereafter in effect and as may be amended from time to time, pertaining to environmental regulations, contamination, clean-up or disclosure, including, without limitation the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Superfund Amendments and Reauthorization Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, and the rules and regulations of the Occupational Safety and Health Administration pertaining to occupational exposure to asbestos. The Mortgagor covenants, warrants and represents and shall be deemed to continually covenant, warrant and represent during the term of this mortgage that, except as has been heretofore disclosed in writing to the Mortgagee with specific reference to this paragraph, (a) there are not now and shall not in the future be any Hazardous Substances on or under the Real Estate or in the improvements on the Real Estate, and no Hazardous Substances have been or will be stored upon or utilized in operations on the Real Estate or utilized in the construction of the improvements on the Real Estate, (b) there are no underground storage tanks, whether in use or not in use, located in, on or under any part of the Real Estate, (c) there are no pending claims or threats of claims by private or governmental or administrative authorities relating to Hazardous Substances, environmental impairment, conditions, or regulatory requirements with respect to the Real Property, (d) the Real Estate and its use fully complies with all applicable building and zoning codes and other land use regulations, any applicable environmental laws or regulations, and any other applicable laws or regulations, (e) no part of the Real Estate has been artificially filled, and (f) Mortgagor shall give immediate oral and written notice to Mortgagee of its receipt of any notice of a violation of any law, rule or regulation covered by this paragraph, or of any notice of any other claim relating to Hazardous Substances or the environmental condition of the Real Estate, or of its discovery of any matter which would make the representations, warranties and/or covenants herein false or misleading in any respect. Mortgagor represents, warrants and covenants that, with respect to any release of a Hazardous Substance on or under the Real Estate or any contiguous property, the Mortgagor will: (a) cooperate fully, assist and provide access to persons who are authorized by the appropriate governmental agency to conduct response and cleanup activities at the Real Estate; (b) comply with any land use controls or restrictions established or relied on in connection with the response action at a facility and not impede the effectiveness or integrity of any institutional control employed at the facility in connection with the response action; (c) exercise appropriate care in response to any such release, which shall include without limitation, taking reasonable steps to stop the release and prevent future releases, notifying appropriate governmental agencies of the situation and erecting and maintaining signs or fences to prevent or limit human, environmental or natural resource exposure to Hazardous Substances; and (d) comply with all information requests from the appropriate governmental agencies.

Mortgagor hereby agrees to indemnify and hold Mortgagee and Trustee harmless from all loss, cost, damage, claim and expense incurred by Mortgagee or Trustee on account of (i) the violation of any representation, warranty or covenant set forth in the preceding paragraph, (ii) Mortgagor's failure to perform any obligations of the preceding paragraph, (iii) Mortgagor's or the Real Estate's failure to fully comply with all environmental laws, rules and regulations, or with all occupational health and safety laws, rules and regulations, or (iv) any other matter related to environmental conditions or Hazardous Substances on, under or affecting the Real Estate. This indemnification shall survive the closing of the loan secured by this mortgage, payment of the Debt, the exercise of any right or remedy under this mortgage or any other document evidencing or securing such loan, any subsequent sale or transfer of the Real Estate, and all similar or related events or occurrences.

The Mortgagor hereby waives and relinquishes any and all rights the Mortgagor may now or hereafter have to any notice, notification or information from the Mortgagee, other than or different from such as specifically are provided for in this mortgage (including in this waiver and relinquishment, without limitation, notification of the Borrower's financial condition, the status of the Note, or the fact of any renewal(s) or extension(s) of the Note).

Mortgagee may, at Mortgagee's discretion, inspect the Mortgaged Property, or have the Mortgaged Property inspected by Mortgagee's servants, employees, agents or independent contractors, at any time and Mortgagor shall pay all costs incurred by Mortgagee in executing any such inspection.

The Mortgagor agrees to take good care of the Real Estate and all improvements located thereon and not to commit or permit any waste thereon and at all times to maintain such improvements in as good condition as they now are, reasonable wear and tear excepted.

Notwithstanding any other provision of this mortgage or the note or notes evidencing the Debt, the Debt shall become immediately due and payable, at the option of the Mortgagee, upon the conveyance of the Real Estate, or any part thereof or any interest therein.

The Mortgagor agrees that no delay or failure of the Mortgagee to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in the mortgage may be waived, altered or changed except by a written instrument signed by the Mortgagor and signed on behalf of the Mortgagee by one of its officers.

After default on the part of the Mortgagor, the Mortgagee, upon bill filed or other proper legal proceeding shall be entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, issues and profits of the Real Estate, with power to lease and control the Real Estate, and with such other powers as may be deemed necessary.

UPON CONDITION, HOWEVER, that if the Mortgagor pays the Debt (which Debt includes (i) the indebtedness evidenced by the promissory note or notes referred to herein before and any and all extensions and renewals thereof and all interest on said indebtedness and on any and all such extensions and renewals, (ii) the Borrower's obligations under the master agreement, and (iii) if the Real Property is not a consumer's principal dwelling within the meaning of the Truth in Lending Act, 15 USC Sections 1601 et seq., all other indebtedness, obligations and liabilities owing by the Borrower, any guarantor or the Mortgagor to the Mortgagee, whether now existing or hereafter incurred or arising, whether absolute or contingent, and whether incurred as maker or guarantor) and reimburses the Mortgagee for any amounts the Mortgagee has paid in payment of Liens or insurance premiums, and interest thereon, and fulfills all of its obligations under this mortgage, this conveyance shall be null and void. But if: (1) any warranty or representation made in this mortgage is breached or proves false in any material respect; (2) default is made in the due performance of a covenant or agreement of the Mortgagor under this mortgage; (3) default is made in the payment to the Mortgagee of any sum paid by the Mortgagee under the authority of any provision of this mortgage; (4) the Debt, or any part thereof, remains unpaid at maturity, whether by acceleration or otherwise; (5) any installment of principal or interest due on the Debt, or any deposit for taxes and assessments or Insurance premiums due hereunder, or any other sums to be paid by the Mortgagor hereunder or under any other instrument securing the Debt is not paid, as and when due and payable, or, if a grace period is provided, within such applicable grace period; (6) default is made in the payment or performance of the Borrower's obligations under the master agreement; (7) the interest of the Mortgagee in the Real Estate becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon; (8) any statement of lien is filed against the Real Estate, or any part thereof, under the statutes of Mississippi relating to the liens of mechanics and materialmen (without regard to the existence or nonexistence of the debt or the lien on which such statement is based); (9) any law is passed imposing or authorizing the imposition of any specific tax upon this mortgage or the Debt or permitting or authorizing the deduction of any such tax from the principal or interest of the Debt, or by virtue of which any tax, lien or assessment upon the Real Estate shall be chargeable against the owner of this mortgage; (10) any of the stipulations contained in this mortgage is declared invalid or inoperative by any court of competent jurisdiction; (11) any Mortgagor, the Borrower, the guarantor or any of them (a) shall apply for or consent to the appointment of a receiver, trustee or liquidator thereof or of the Real Estate or of all or a substantial part of such party's assets, (b) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy, (c) fail or admit in writing such party's inability generally, to pay such party's debts as they come due, (d) make a general assignment for the benefit of creditors, (e) file a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law, or (f) file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against such party in any bankruptcy, reorganization or insolvency proceedings; or (12) an order for relief or other judgment or decree shall be entered by any court of competent jurisdiction, approving a petition seeking liquidation or reorganization of any Mortgagor, the Borrower, any guarantor, or any of them if more than one, or appointing a receiver, trustee or liquidator of any such party or of the Real Estate or of all or a substantial part of the assets of such party; then, upon the happening of any one or more of said events, at the option of the Mortgagee, the unpaid balance of the Debt shall at once become due and payable and this mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; Mortgagee may direct the Trustee to sell the Real Estate, or any part thereof, after having first given notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972, as amended. If the Real Estate is situated in two or more counties or in two judicial districts of the same county or different counties, the Trustee shall have full power to select in which county or judicial district the advertisement and sale of all or any part of the Real Estate shall be made. The Trustee shall have authority to set the day, hour, terms and place of sale and may conduct any sale personally or through an agent whose appointment need not be recorded. Mortgagor waives objection of law which restricts or limits the right of the Trustee to offer more than 160 acres at one time and the trustee may offer the Real Estate in parcels as a whole or in any order Trustee may deem best, regardless of the manner in which the Real Estate may be described. No portion of the property being sold shall be located at the place of sale. In the event any portion of the collateral being sold is subject to the provisions of the Uniform Commercial Code ("UCC"), the Trustee shall have the same authority, rights and obligation with respect to such property as to all other Real Estate. The trustee may sell real and personal property separately in accordance with applicable provisions of the UCC or coordinate the sales in any manner deemed advisable by the Trustee or as directed by the Mortgagee. Any notice necessary under the UCC for a sale or sales shall be satisfied by ten days prior notice. Mortgagor agrees to pay a reasonable attorneys' fee and trustee's fee for the foreclosure of this Mortgage and all costs and expenses of sale, should the same be so foreclosed, said fees, costs and expenses to be a part of the debt hereby secured. Trustee may adjourn from time to time any sale by it to be made under or by virtue of this mortgage by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and, except as otherwise provided by any applicable provision of law, Trustee, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned. Upon the completion of any sale or sales made by the Trustee under or by virtue of this mortgage, Trustee shall execute and deliver to the accepted purchaser or purchasers a good and sufficient instrument or instruments conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold without warranty of title. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Mortgagee may bid for and acquire the Real Estate or any part thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the debt secured by this Mortgage the net sales price after deducting therefrom the expenses of the sale and the costs of the action and any other sums which mortgagee is authorized to deduct under this Mortgage. Trustee shall apply the proceeds of sale as follows: first, to the expense of advertising, selling, securing, storing and preparing the Real Estate for sale and foreclosing this mortgage, including payment of auctioneers, attorneys, and other fees, second to the payment of any amounts that have been spent, or that Trustee may deem necessary to spend, in paying insurance premiums, taxes, Liens or other encumbrances, with interest thereon; third, to the payment in full of the balance of the Debt, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale except on any deficiency remaining unpaid; and fourth, the balance, if any is to be paid to the party or parties legally entitled thereto. In the event of dispute with regard to application of excess proceeds, the Trustee may interplead funds and the costs of interpleader shall be payable out of the funds deposited in the action.

The Mortgagor agrees to pay all costs, including reasonable attorneys' fees, incurred by the Mortgagee in collecting or securing or attempting to collect or secure the Debt, or any part thereof, or in defending or attempting to defend the priority of this mortgage against any lien or encumbrance on the Real Estate, unless this mortgage is herein expressly made subject to any such lien or encumbrance; and/or all costs incurred in the foreclosure of this mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by the Mortgagee shall be a part of the Debt and shall be secured by this mortgage. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money.

The Mortgagor agrees to pay all costs and expenses associated with the release or satisfaction of this mortgage. Trustee may resign by written instrument executed by Trustee, containing reference to this Mortgage. Until recordation of an appointment of a successor or substitute trustee, the last Trustee of record shall be presumed to be the current Trustee. Mortgagee may, without notice or cause and in Mortgagee's sole discretion, substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Mortgage or may fill a vacancy in the position of trustee hereunder. Upon such appointment, and with out conveyance to the successor Trustee, the successor or successors shall be vested with the title, powers and duties conferred upon any trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed and acknowledged by Mortgagee, containing reference to this Mortgage and its place of record, which, when recorded in the office in which this mortgage is recorded, shall be conclusive proof of the proper appointment of such successor Trustee. This right shall be a continuing right and shall not be exhausted by one or more appointments. Any substitution of Trustee or other action taken by Mortgagee may be taken by any officer of Mortgagee. Trustee shall not be liable for any act taken or not taken in good faith, except for actions or failure to act constituting willful misconduct or gross negligence. Trustee shall not be required to incur any expense until adequate provision is made for reimbursement.

Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this mortgage, whether one or more natural persons, corporations, associations, partnerships or other entities. All covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned, and every option, right and privilege herein reserved or secured to the Mortgagee, shall inure to the benefit of the Mortgagee's successors and assigns.

In witness whereof, the undersigned Mortgagor has (have) executed this instrument on the date first written above.

ATTEST:

Heritage Acquisition Company LLC

BY: _____ (SEAL)

BY: _____ (SEAL)

ITS _____

GEORGE R. WALKER, III, MEMBER

BY: _____ (SEAL)

BY: _____ (SEAL)

ITS _____

BY: _____ (SEAL)

BY: _____ (SEAL)

ITS _____

Acknowledgment for Limited Liability Company

STATE OF MISSISSIPPI

COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 1st day of February, 2007, within my jurisdiction, the within named George R. Walker III, duly identified before me, who acknowledged that he/she is the Member of Member Heritage Acquisition LLC, a limited liability company organized under the laws of the State of Mississippi, and that for and on behalf of said limited liability company and as its act and deed, he/she executed the foregoing instrument, after first having been duly authorized by the limited liability company so to do.

Kenda R. Ferguson
NOTARY PUBLIC



My Commission Expires _____

This document prepared by:
AmSouth Bank
Attn: Kenda Ferguson
4270 I-55 North, Suite 201
Jackson, MS 39211
601-368-2712

Indexing Instructions:
The real property is located in
SE Corner, SW 1/4, Section 27, Township 1 South,
Range 6 W
Olive Branch, Desoto County, Mississippi

<p>I hereby certify that the within mortgage was filed in this office for record on the _____ day of _____, _____ at _____ o'clock _____ M., and was duly recorded in Volume _____ of Mortgages, at page _____, and examined.</p> <p style="text-align: right;">Chancery Clerk</p>	<p style="text-align: center;">DEED OF TRUST</p> <p>STATE OF MISSISSIPPI</p> <p>Office of the Chancery Clerk</p> <p>County _____</p> <p>TO _____</p>
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IDENTIFICATION OF THE PROPERTY

The project is located north of the existing apartments known as The Vineyard, south of the US Highway 302 Bypass, east of Rail Road Avenue and west of a vacant parcel.

Address: Highway 302 Bypass at Rail Road Avenue
Olive Branch, Mississippi 38654

Legal Description:**OVERALL DESCRIPTION OF COMBINED PARCELS:**

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 6 WEST, CITY OF OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI AND RUN THENCE NORTH FOR 1703.03 FEET TO A FOUND IRON PIN; THENCE RUN WEST FOR 132.98 FEET AND THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING, RUN THENCE ALONG THE NORTH LINE OF SEMINARY 1-LOT SUBDIVISION AS RECORDED IN THE OFFICE OF THE CHANCERY CLERK OF SAID COUNTY THE FOLLOWING TWO (2) CALLS: THENCE N85°28'11"W FOR 352.42 FEET TO A SET 1/2" REBAR; THENCE S87°33'48"W FOR 400.47 FEET TO A FOUND IRON PIN; THENCE RUN S00°44'39"E FOR 145.37 FEET; THENCE RUN S85°31'18"W FOR 217.37 FEET; THENCE RUN S04°43'03"E FOR 60.86 FEET; THENCE RUN S39°51'06"W FOR 338.30 FEET; THENCE RUN S89°33'18"W FOR 197.99 FEET; THENCE RUN S24°56'16"W FOR 165.64 FEET; THENCE RUN N62°10'33"W FOR 19.37 FEET; THENCE RUN N53°14'43"W FOR 98.11 FEET; THENCE RUN N32°44'51"E FOR 18.88 FEET TO A FOUND IRON PIN; THENCE RUN N42°13'29"W FOR 1.87 FEET TO A FOUND IRON PIN; THENCE RUN N85°16'54"W FOR 418.75 FEET TO A FOUND IRON PIN; THENCE RUN S39°28'22"W FOR 299.07 FEET TO A FOUND IRON PIN LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF MISSISSIPPI STATE HIGHWAY NUMBER 302; THENCE RUN ALONG SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING COURSES AND DISTANCES: THENCE N14°51'52"W FOR 311.93 FEET TO A FOUND IRON PIN; THENCE N41°03'01"E FOR 664.73 FEET TO A FOUND CONCRETE RIGHT OF WAY MONUMENT; THENCE N56°46'41"E FOR 335.28 FEET TO A FOUND CONCRETE RIGHT OF WAY MONUMENT; THENCE N72°57'38"E FOR 421.78 FEET TO A SET 1/2" REBAR; THENCE CONTINUE N72°57'38"E FOR 125.56 FEET TO A FOUND CONCRETE RIGHT OF WAY MONUMENT; THENCE N63°45'28"E FOR 837.06 FEET TO A FOUND CONCRETE RIGHT OF WAY MONUMENT; THENCE, LEAVING SAID RIGHT OF WAY LINE, RUN S05°00'29"E FOR 710.00 FEET BACK TO THE POINT OF BEGINNING, CONTAINING 1,492,900 SQUARE FEET OR 34.27 ACRES, MORE OR LESS, AND BEING SITUATED IN THE NORTH HALF OF THE SOUTHWEST QUARTER AND ALSO THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, BOTH IN SECTION 27, TOWNSHIP 1 SOUTH, RANGE 6 WEST, CITY OF OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI.

and

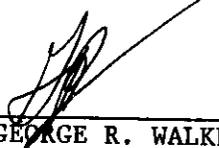
LEGAL DESCRIPTION OF PROPOSED ACCESS EASEMENT:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 6 WEST, CITY OF OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI AND RUN THENCE WEST FOR 2341.71 FEET; THENCE RUN NORTH FOR 1170.96 FEET TO A POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF RAILROAD AVENUE AND THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING, RUN THENCE N61°10'03"W FOR 80.00 FEET, THENCE RUN N38°44'20"E FOR 244.63 FEET, THENCE RUN S14°51'52"E 99.39 FEET, THENCE RUN S38°44'20"W 185.79 FEET BACK TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 0.40 ACRES MORE OR LESS, AND BEING SITUATED IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 6 WEST, CITY OF OLIVE BRANCH, DESOTO COUNTY, MS.

Signed for Identification:

HERITAGE ACQUISITION COMPANY LLC


BY: GEORGE R. WALKER, MEMBER