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State of Mississippi

Space Above This Line For Recording Data

Loan No.: 881455
Borrower: Edward Lee Talbot, Sr.
Assn.: Federal Land Bank Association of North Mississippi, FLCA
Branch: Senatobia branch office

REAL ESTATE DEED OF TRUST

This Security Instrument secures a line of credit. See Paragraph 30.

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is Aug. 8, 2008 and the parties, their addresses and tax identification numbers, if required, are as follows:

GRANTOR: Edward Lee Talbot, Sr., a married person
P.O. Box 364 Nesbit, MS 38651;

If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures and acknowledgments.

TRUSTEE: Gary Gaines
P.O. Box 667, Senatobia, MS 38668-0667

LENDER: Federal Land Bank Association of North Mississippi, FLCA
P.O. Box 667, Senatobia, MS 38668-0667

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, bargains and sells to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

See the attached "EXHIBIT A", describing 292.81 acres, more or less. For further clarification, see also the attached "EXHIBIT B" containing the survey performed on the 292.81 acres.

The property described herein constitutes no part of the Grantors' homestead.

This property is located in **De Soto, Tate Counties**, Mississippi.

Together with all rights, easements, appurtenances, royalties, surface, subsurface and/or mineral rights, now owned or after-acquired, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

Notwithstanding any other provision, reservation or exception contained herein or on any exhibit hereto, the lien created hereby shall cover all of Grantor's water rights including, but not limited to, rights to surface water, groundwater, underground water, percolating waters, rights to any water from lakes, streams or other bodies of water, adjudicated or permitted water rights, riparian and other water rights which are now owned or which are hereafter acquired by Grantor whether or not expressly excepted from the description of the Property.

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$575,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications, reamortizations, or substitutions.

One certain promissory note in the original principal sum of \$575,000.00, executed by Edward Lee Talbot, Sr. in favor of Lender, with principal and interest payable as provided therein and with a final contractual maturity date of January 01, 2024, which is identified as Loan No. 881455.

B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Security Instrument whether or not this Security Instrument is specifically referenced and whether or not such future advances or future obligations are incurred for any purpose that was related or unrelated to the purposes of the debt. Grantor, and each of them if more than one, agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

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- C. All obligations Grantor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any account agreement between Grantor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.
- E. Secondary to the payment of A., B., C., and D. above, all or any part of the indebtedness, obligations and liabilities of any type whatsoever owed by any Grantor named herein or any maker named in the note to any of Lender's affiliated institutions, or their respective successors or assigns (the "Affiliates"). Any lien created hereby for the benefit of an Affiliate shall be inferior and secondary to the lien created for the benefit of Lender.

All such debts, obligations and liabilities are secured by the Property regardless of whether they are due or to become due, are now or hereafter existing in favor of Lender or any of its Affiliates, are direct or indirect, primary, secondary, joint, several, joint and several, fixed or contingent, and regardless of whether such debts, obligations and liabilities were originally owing to Lender or were acquired by Lender or its assignees from any third party. It is contemplated that Lender and/or its Affiliates may make future advances to Grantor or to the maker of the note, and/or may transfer the note from one Affiliate to another and that this Deed of Trust shall further secure the payment to Lender and/or an Affiliate of any and all such future advances and other obligations.

Default in payment of such loans and advances or performance of such obligations shall constitute default under this Deed of Trust, and the holder herein shall be entitled to all rights and remedies provided in this Deed of Trust in the event of default.

5. **PAYMENTS.** Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
6. **WARRANTY OF TITLE.** Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, bargain and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **PRIORITY SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that creates a subordinate security interest or encumbrance on the Property, Grantor agrees:
- To make all payments when due and to perform or comply with all covenants.
 - To promptly deliver to Lender any notices that Grantor receives from the holder.
 - Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
8. **CLAIMS AGAINST TITLE.** Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payments. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.
9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
10. **TRANSFER OF AN INTEREST IN THE GRANTOR.** If Grantor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:
- A beneficial interest in Grantor is sold or transferred.
 - There is a change in either the identity or number of members of a partnership or similar entity.
 - There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.
- However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.
11. **ENTITY WARRANTIES AND REPRESENTATIONS.** If Grantor is an entity other than a natural person (such as a corporation or other organization), Grantor makes to Lender the following warranties and representations which shall continue as long as the Secured Debt remains outstanding:
- Grantor is duly organized and validly existing in the Grantor's state of incorporation or organization. Grantor is in good standing in all states in which Grantor transacts business. Grantor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Grantor operates.
 - The execution, delivery and performance of this Security Instrument by Grantor and the obligation evidenced by the Secured Debt are within the power of Grantor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
 - Other than previously disclosed in writing to Lender, Grantor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Grantor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.
12. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the

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Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

No portion of the Property (including timber, stone, gravel, minerals, geothermal energy or improvements) will be removed, demolished or materially altered without Lender's prior written consent except that Grantor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Grantor shall not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at a time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.

13. AUTHORITY TO PERFORM. If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

14. ASSIGNMENT OF LEASES AND RENTS. Grantor irrevocably grants, bargains and assigns to Trustee, in trust for the benefit of the Lender, as additional security all the right, title and interest in the following (all referred to as Property).

- A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (all referred to as Leases).
- B. Rents, issues and profits (all referred to as Rents), including but not limited to security deposits, minimum rent, percentage rent, additional rent, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Assignor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property.

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

Grantor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Grantor may collect, receive, enjoy and use the Rents so long as Grantor is not in default. Grantor will not collect in advance any Rents due in future lease periods, unless Grantor first obtains Lender's written consent. Upon default, Grantor will receive any Rents in trust for Lender and Grantor will not commingle the Rents with any other funds. When Lender so directs, Grantor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected shall be applied at Lender's discretion to the Secured Debt, the costs of managing, protecting and preserving the Property and to any other necessary expenses.

Grantor agrees that this Security Instrument is immediately effective between Grantor and Lender and effective as to third parties on the recording of this Assignment.

As long as this Assignment is in effect, Grantor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses, and landlords and tenants. Grantor, at its sole cost and expense, will keep, observe, and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Grantor or any party to the Lease defaults or fails to observe any applicable law, Grantor will promptly notify Lender. If Grantor neglects or refuses to enforce compliance with the terms of the Leases, then Lender or Trustee may, at Lender's option, enforce compliance. Grantor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so required) without Lender's consent. Grantor will not assign, compromise, subordinate, or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect, or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Grantor will indemnify Lender and hold Lender harmless for all liability, loss, or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

15. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium, time-share or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

16. DEFAULT. Grantor will be in default if any of the following occur:

- A. Any party obligated on the Secured Debt fails to make payment when due;
- B. A breach of any term or covenant in this Security Instrument or any other document executed for the purposes of creating, securing or guarantying the Secured Debt;

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- C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Grantor or any person or entity obligated on the Secured Debt;
- D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Grantor or any other person or entity obligated on the Secured Debt;
- E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
- F. A material adverse change in Grantor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt.

17. REMEDIES ON DEFAULT. In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents, including without limitation, the power to sell the Property.

In the event of default, Trustee shall, in addition to any other permitted remedy, at the request of Lender, advertise and sell the Property as a whole or in separate parcels as Trustee deems best, at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates. Trustee shall give notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by Mississippi Code § 89-1-55, in effect at the time of the proposed sale. Trustee shall sell either as a whole or in parcels, at his election, the provisions of Section 89-1-55, Mississippi Code of 1972, and Section 111, Mississippi Constitution of 1890 with respect to offering and selling real estate in parcels rather than as a whole, being hereby expressly waived in an attempt to satisfy the indebtedness hereby secured.

Upon sale of the Property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Grantor. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

18. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Grantor agrees to pay all of Lender's expenses if Grantor breaches any covenant in this Security Instrument. Grantor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Grantor agrees to pay for any recordation costs of such release.

19. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Except as previously disclosed and acknowledged in writing to Lender, Grantor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Grantor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Grantor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Grantor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Grantor or any tenant of any Environmental Law. Grantor will immediately notify Lender in writing as soon as Grantor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

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- E. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
- F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
- G. Grantor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
- H. Grantor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Grantor and any tenant are in compliance with applicable Environmental Law.
- I. Upon Lender's request and at any time, Grantor agrees, at Grantor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
- J. Lender has the right, but not the obligation, to perform any of Grantor's obligations under this section at Grantor's expense.
- K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Grantor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation cost, penalties and expense, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Grantor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.
- L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.
- 20. CONDEMNATION.** Grantor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the Proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
- 21. INSURANCE.** Grantor agrees to maintain insurance as follows:
- A. Grantor shall keep the Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.
- The proceeds of such insurance shall be paid by the Insurer directly to Mortgagee, which is hereby granted full power to settle and compromise claims under all policies, to endorse in the name of Grantor any check or draft representing the proceeds of any such insurance, and to demand, receive and give receipt in the name of Grantor for all sums coming due thereunder.
- All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor.
- Unless otherwise agreed in writing, all insurance proceeds shall be applied to restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of scheduled payment nor change the amount of any payments. Any excess will be paid to the Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.
- B. Grantor agrees to maintain comprehensive general liability insurance, as required by Lender, naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.
- C. Grantor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.
- 22. ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.
- 23. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.

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- 24. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Grantor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the heirs, successors and assigns of Grantor and Lender.
- 25. APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 26. SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor or substitute trustee without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon the Trustee by this Security Instrument and applicable law.
- 27. NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors.
- 28. WAIVERS.** Except to the extent prohibited by law, Grantor waives all appraisal relating to the property.
- WAIVER OF TRIAL BY JURY**
THE GRANTORS /DEBTORS/BORROWERS/MAKERS/GUARANTORS AND OTHER PARTIES BOUND UNDER THE LOAN DOCUMENTS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, AND THE LENDER/SECURED PARTY BY ITS ACCEPTANCE OF THE PROMISSORY NOTE AND THE SECURITY AGREEMENT/DEED OF TRUST/MORTGAGE AND OTHER LOAN DOCUMENTS IRREVOCABLY AND UNCONDITIONALLY WAIVES, ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO THE PROMISSORY NOTE, THE SECURITY AGREEMENT, THE DEED OF TRUST, THE MORTGAGE, GUARANTEE OR ANY OTHER LOAN DOCUMENT OR THE OBLIGATIONS THEREUNDER. ALL OF THE AFORESAID PARTIES SHALL HERINAFTER BE REFERRED TO AS THE "PARTIES HERETO." THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE PARTIES HERETO WITH FULL AWARENESS OF THE LEGAL CONSEQUENCES OF IT, AND THE PARTIES HERETO HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES HERETO ENTERING INTO THIS AGREEMENT. THE PARTIES HERETO ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. EACH PARTY HERETO FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL AND HAS VOLUNTARILY CHOSEN NOT TO DO SO.
- 29. U.C.C. PROVISIONS.** Grantor grants to Lender a security interest in allocated equities in Lender, if any, now owned or hereafter acquired. If checked the following are applicable to, but do not limit, this Security Instrument:
- Equities in Lender.** All of Grantor's interest in stock, participation certificates and/or other equity interests in Lender, including but not limited to all Grantor's interest in dividends, whether paid in cash or in stock or participation certificates, and in all allocated surplus or allocated equity in Lender, including but not limited to exchanged or converted equity, and all proceeds thereof to which Grantor may be entitled to receive on account of said property.
 - Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
 - Fixture Filing.** Grantor grants to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property.
 - Crops; Minerals; Rents, Issues, and Profits.** Grantor grants to Lender a security interest in all crops and minerals located on the Property as well as all rents, issues, and profits of them including but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").
 - Timber.** Grantor grants to Lender a security interest in all timber of any type or kind located on the property whether standing or otherwise, including timber to be cut pursuant to Miss. Code Ann. § 75-9-501. Grantor agrees that no timber

Loan No.: 881455

Borrower: Edward Lee Talbot, Sr.

Assn.: Federal Land Bank Association of North Mississippi, FLCA

Branch: Senatobia branch office

E.L.T.

contract or deed is currently outstanding on the property which has not been disclosed to Lender, and further agrees that no timber will be cut, removed or otherwise harvested or taken from the Property without the written consent of Lender.

Personal Property. Grantor grants to Lender a security interest in all personal property located on or connected with the Property, including all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Grantor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property (all of which shall also be included in the term "Property"). The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.

Filing as Financing Statement. Grantor agrees and acknowledges that this Security Instrument is sufficient as and is hereby filed as a Financing Statement pursuant to Miss. Code Ann. § 75-9-502 (1972, as amended).

Farm Products; Use of Social Security Number. If the Property includes farm products, Grantor will provide Lender with a list of buyers, commission merchants, and selling agents to or through whom the Grantor may sell the farm products and Grantor consents to the use of Grantor's Social Security or Tax Identification Number when notice of Lender's security interest is given to them. Grantor authorizes Lender to notify any additional parties regarding Lender's interest in Grantor's farm products, unless prohibited by law.

30. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:

Line of Credit. The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to zero balance, this Security Instrument will remain in effect until released pursuant to Miss. Code Ann. § 89-5-21.

Agricultural Property. Grantor covenants and warrants that the Property will be used principally for agricultural or farming purposes and that Grantor is an individual or entity allowed to own agricultural land as specified by law.

Renewal and Extension. This Deed of Trust is given and taken in renewal and extension of a deed of trust dated the ____ day of ____ and recorded in Book ____ County, Mississippi, and is in no way intended to void the said deed of trust or impair the security thereof.

Additional Terms.

Loan No.: 881455

Borrower: Edward Lee Talbot, Sr.

Assn.: Federal Land Bank Association of North Mississippi, FLCA

Branch: Senatobia branch office

SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Edward Lee Talbot Sr 8/8/08
Edward Lee Talbot, Sr. (Date)

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8th day of AUGUST, 2008 within my jurisdiction, the within named Edward Lee Talbot, Sr., who acknowledged that he/she/they executed the above and foregoing instrument.

My commission expires: 4/4/2010
(Notary Public) Marcia K. Parks



Loan No.: 881455

BK 2,935 PG 434

Borrower: Edward Lee Talbot, Sr.

Assn.: Federal Land Bank Association of North Mississippi, FLCA

Branch: Senatobia branch office

EXHIBIT "A"

Commencing at the common corners of Sections 3, 4, 9 and 10, Township 4 South, Range 9 West; thence S89°38'57"E, a distance of 518.01 feet to the old Coldwater River being the POINT OF BEGINNING; thence along the approximate center of said river the following calls: thence S13°25'55"E, a distance of 47.84 feet; thence S24°25'55"E, a distance of 137.90 feet; thence S41°25'55"E, a distance of 69.13 feet; thence S65°25'55"E, a distance of 130.45 feet; thence S80°25'55"E, a distance of 155.32 feet to the center of an old road bed; thence S01°20'00"E along said road bed, a distance of 1100.00 feet; thence S01°10'00"E, along said road bed, a distance of 1236.34 feet; thence N89°37'48"W, a distance of 969.85 feet; thence S00°20'02"W, a distance of 1318.35 feet to a cotton spindle in a 24" oak tree at a fence corner; thence N89°32'13"W, a distance of 1306.40 feet to the center of Bend Loop road; thence along said road the following calls: thence N01°06'41"W, a distance of 17.90 feet; thence N06°05'43"W, a distance of 51.67 feet; thence N13°37'44"W, a distance of 58.75 feet; thence N16°26'50"W, a distance of 89.51 feet; thence N15°22'33"W, a distance of 76.07 feet; thence N11°40'46"W, a distance of 83.64 feet; thence N07°35'45"W, a distance of 69.10 feet; thence N03°19'25"W, a distance of 70.50 feet; thence N00°10'32"W, a distance of 65.58 feet; thence N01°19'53"W, a distance of 63.80 feet; thence N02°38'12"W, a distance of 118.44 feet; thence N03°52'44"W, a distance of 97.78 feet; thence N02°40'57"W, a distance of 88.20 feet; thence N04°27'09"E, a distance of 76.03 feet; thence N12°36'35"E a distance of 71.43 feet; thence N18°30'14"E, a distance of 118.33 feet; thence N18°54'57"E, a distance of 49.28 feet; thence N25°35'06"E, a distance of 52.52 feet; thence N00°04'40"W, a distance of 24.96 feet leaving said road; thence N89°37'48"W, a distance of 1329.61 feet; thence N01°18'38"W, a distance of 41.57 feet; thence N89°43'19"E, a distance of 313.06 feet; thence N01°18'38"W, a distance of 417.42 feet; thence S89°43'19"W, a distance of 313.06 feet; thence N01°18'38"W, a distance of 1780.32 feet to the approximate center of said old river; thence N64°01'57"E, a distance of 279.79 feet; thence N83°34'05"E, a distance of 131.34 feet; thence N81°18'04"E, a distance of 139.84 feet; thence N77°34'05"E, a distance of 93.77 feet; thence N60°34'05"E, a distance of 137.22 feet; thence N22°32'56"E, a distance of 57.41 feet; thence N02°25'59"E, a distance of 93.88 feet; thence N13°48'00"W, a distance of 169.26 feet; thence N32°21'40"W, a distance of 136.45 feet; thence N24°25'55"W, a distance of 129.94 feet; thence N26°25'55"W, a distance of 63.01 feet; thence N29°25'55"W, a distance of 67.84 feet; thence N30°10'47"W, a distance of 302.94 feet to the approximate center of the new river channel; thence along said new river the following calls: thence N87°34'27"E, a distance of 178.80 feet; thence N82°24'37"E, a distance of 156.47 feet; thence N89°08'52"E, a distance of 246.80 feet; thence S80°42'35"E, a distance of 215.05 feet; thence S83°05'42"E, a distance of 1366.27 feet; thence S84°24'26"E, a distance of 220.46 feet; thence S88°06'23"E, a distance of 256.49 feet to the old river channel; thence along said old river the following calls: thence S26°00'50"E, a distance of 127.92 feet; thence continuing S26°00'50"E, along said line, a distance of 234.49 feet; thence S18°11'47"E, a distance of 227.63 feet; thence S13°25'55"E, a distance of 53 feet to the POINT OF BEGINNING; said described tract containing 292.81 acres, more or less.


Edward Lee Talbot, Sr. 8/8/18
(Date)

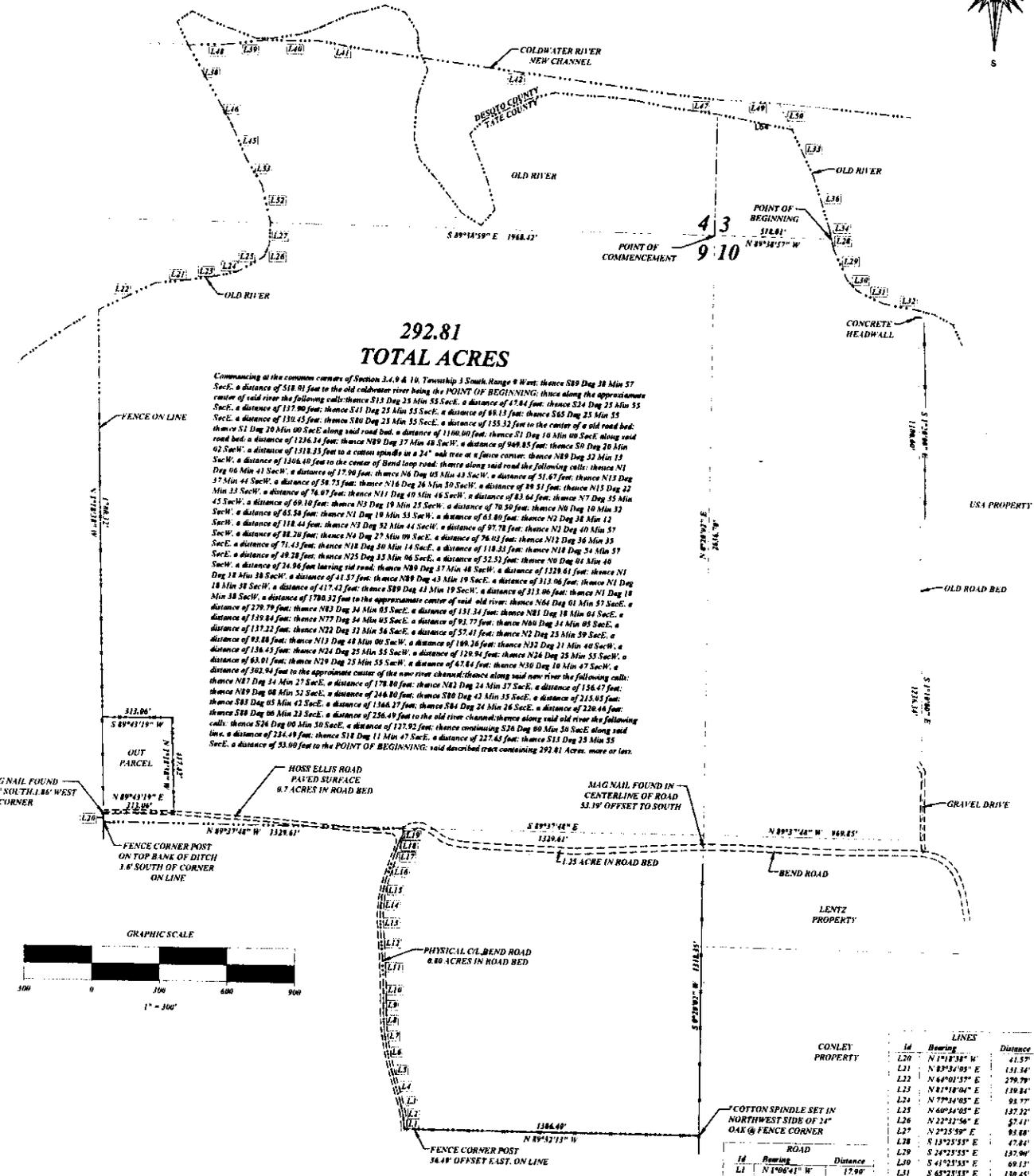
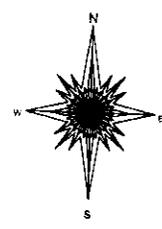
INDEXING INSTRUCTIONS: 292.81 acres located in part of the Southeast Quarter of Section 4, the Southwest Quarter of Section 3, the Northeast and Southeast Quarters of Section 9 and the Northwest Quarter of Section 10, all in Township 4 South, Range 9 West, Tate and DeSoto County, Mississippi.

Part of the SW 1/4 of Section 3, Township 4 South, Range 9 West and Part of the NW 1/4 of Section 4, Township 4 South, Range 9 West, DeSoto County, Mississippi.

“EXHIBIT B”

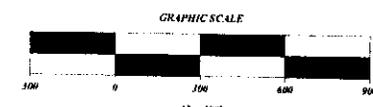
EL2

PART OF THE SOUTHEAST QUARTER OF SECTION 4, THE SOUTHWEST QUARTER OF SECTION 3, THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 9, AND THE NORTHWEST QUARTER OF SECTION 10, ALL IN TOWNSHIP 4 SOUTH, RANGE 9 WEST, TATE & DESOTO COUNTY, MISSISSIPPI



292.81
TOTAL ACRES

Commencing at the common corner of Section 3, 4, 9 & 10, Township 4 South, Range 9 West, thence S89°10'59" E 1948.43' to the center of said river the following call: thence S13 Deg 23 Min 53 Sec E, a distance of 47.84 feet; thence S24 Deg 25 Min 55 Sec E, a distance of 137.90 feet; thence S21 Deg 25 Min 55 Sec E, a distance of 155.32 feet to the center of a old road bed; thence S1 Deg 20 Min 00 Sec E along said road bed, a distance of 1100.00 feet; thence S1 Deg 10 Min 00 Sec E along said road bed, a distance of 1236.34 feet; thence N89 Deg 17 Min 48 Sec W, a distance of 949.85 feet; thence S0 Deg 26 Min 02 Sec W, a distance of 1518.33 feet to a corner spindly in a 24" oak tree at a fence corner; thence N89 Deg 32 Min 13 Sec W, a distance of 1346.40 feet to the center of Bend loop road; thence along said road the following call: thence N1 Deg 06 Min 41 Sec W, a distance of 17.90 feet; thence N6 Deg 05 Min 43 Sec W, a distance of 81.51 feet; thence N15 Deg 22 Min 33 Sec W, a distance of 56.73 feet; thence N16 Deg 26 Min 30 Sec W, a distance of 82.51 feet; thence N7 Deg 25 Min 45 Sec W, a distance of 76.97 feet; thence N11 Deg 40 Min 46 Sec W, a distance of 83.84 feet; thence N7 Deg 25 Min 45 Sec W, a distance of 69.18 feet; thence N3 Deg 19 Min 25 Sec W, a distance of 70.50 feet; thence N0 Deg 10 Min 32 Sec W, a distance of 45.54 feet; thence N1 Deg 18 Min 53 Sec W, a distance of 63.80 feet; thence N2 Deg 34 Min 12 Sec W, a distance of 118.44 feet; thence N2 Deg 32 Min 44 Sec W, a distance of 97.78 feet; thence N2 Deg 40 Min 35 Sec W, a distance of 82.20 feet; thence N4 Deg 27 Min 09 Sec E, a distance of 78.82 feet; thence N18 Deg 24 Min 57 Sec E, a distance of 71.43 feet; thence N18 Deg 30 Min 14 Sec E, a distance of 118.32 feet; thence N18 Deg 24 Min 57 Sec E, a distance of 49.28 feet; thence N25 Deg 33 Min 06 Sec E, a distance of 52.53 feet; thence N0 Deg 14 Min 40 Sec W, a distance of 24.94 feet leaving old road; thence N89 Deg 37 Min 48 Sec W, a distance of 1328.81 feet; thence N1 Deg 18 Min 28 Sec W, a distance of 41.57 feet; thence N89 Deg 43 Min 19 Sec E, a distance of 213.06 feet; thence N1 Deg 18 Min 28 Sec W, a distance of 417.43 feet; thence S89 Deg 43 Min 19 Sec E, a distance of 213.06 feet; thence N1 Deg 18 Min 28 Sec W, a distance of 1780.32 feet to the approximate center of said old river; thence N84 Deg 01 Min 57 Sec E, a distance of 279.79 feet; thence N82 Deg 34 Min 05 Sec E, a distance of 131.34 feet; thence N81 Deg 18 Min 04 Sec E, a distance of 139.84 feet; thence N77 Deg 34 Min 05 Sec E, a distance of 92.77 feet; thence N81 Deg 34 Min 05 Sec E, a distance of 131.22 feet; thence N24 Deg 23 Min 36 Sec E, a distance of 57.41 feet; thence N2 Deg 23 Min 59 Sec E, a distance of 81.88 feet; thence N19 Deg 48 Min 42 Sec E, a distance of 189.20 feet; thence N32 Deg 21 Min 40 Sec W, a distance of 136.45 feet; thence N24 Deg 25 Min 55 Sec W, a distance of 120.94 feet; thence N20 Deg 25 Min 55 Sec W, a distance of 47.84 feet; thence N20 Deg 10 Min 07 Sec W, a distance of 302.94 feet to the approximate center of the new river channel; thence along said new river the following call: thence N87 Deg 34 Min 27 Sec E, a distance of 178.80 feet; thence N82 Deg 24 Min 37 Sec E, a distance of 156.47 feet; thence N89 Deg 08 Min 53 Sec E, a distance of 1368.37 feet; thence S88 Deg 42 Min 35 Sec E, a distance of 215.05 feet; thence S88 Deg 06 Min 23 Sec E, a distance of 256.49 feet to the old river channel; thence along said old river the following call: thence S24 Deg 00 Min 30 Sec E, a distance of 127.92 feet; thence continuing S26 Deg 00 Min 30 Sec E along said line, a distance of 236.49 feet; thence S18 Deg 11 Min 47 Sec E, a distance of 227.45 feet; thence S13 Deg 23 Min 55 Sec E, a distance of 53.00 feet to the POINT OF BEGINNING; void described tract containing 292.81 Acres, more or less.



ROAD			LINES		
Id	Bearing	Distance	Id	Bearing	Distance
L1	N1°06'41" W	17.90	L20	N1°18'31" W	41.57
L2	N6°05'43" W	51.67	L21	N8°34'05" E	131.34
L3	N13°37'44" W	58.75	L22	N64°01'57" E	279.79
L4	N14°16'50" W	86.07	L23	N81°18'04" E	139.84
L5	N15°22'39" W	76.07	L24	N79°43'03" E	58.77
L6	N11°40'46" W	83.64	L25	N68°34'03" E	137.32
L7	N7°35'45" W	69.10	L26	N22°12'56" E	57.41
L8	N3°19'23" W	70.50	L27	N2°23'59" E	93.80
L9	N0°16'32" W	65.50	L28	S13°23'55" E	47.84
L10	N1°19'53" W	63.80	L29	S24°00'30" E	137.90
L11	N1°18'12" W	118.44	L30	S49°23'55" E	69.12
L12	N3°52'44" W	97.78	L31	S67°23'55" E	130.45
L13	N7°40'57" W	80.20	L32	S68°23'55" E	155.32
L14	N12°09'57" W	76.03	L33	S26°00'30" E	234.49
L15	N12°54'55" E	71.43	L34	S13°23'55" E	33.00
L16	N18°50'14" E	118.23	L35	S79°47'49" E	354.10
L17	N15°14'57" E	49.28	L36	S12°12'56" E	227.62
L18	N15°19'06" E	52.53	L37	S10°10'47" E	302.94
L19	N8°08'48" W	24.94	L38	S12°24'37" E	156.47
			L39	N89°08'52" E	246.80
			L40	S80°42'35" E	213.05
			L41	S38°03'42" E	186.27
			L42	S14°23'55" W	129.94
			L43	N8°23'55" W	67.84
			L44	S4°24'26" E	220.46
			L45	N87°34'27" E	178.80
			L46	S89°46'25" E	354.49
			L47	S24°00'30" E	137.90
			L48	N13°48'06" W	164.24
			L49	N32°21'48" W	136.47

HENLEY LAND SURVEYING
149 ARBUTHA-COLDWATER ROAD
COLDWATER, MS 38621
662-542-5185
SCALE 1" = 100'
CLASS "B" SURVEY, JULY 22, 2004
REVISED TO SHOW LAND IN SECTION 4 ON 12/1/04
NOTES:
1. THIS SURVEY IS SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY THAT MAY APPLY
2. 1/2" REBAR SET ON ALL CORNERS UNLESS OTHERWISE NOTED
3. BEARINGS ARE REFERENCED TO TRUE NORTH (GPS)
4. OLD RIVER LOCATIONS ARE AS PER ORIGINAL GLO MAPS AND PHYSICAL EVIDENCE