

DEED OF TRUST

This Deed of Trust, this day made by the undersigned, **FLOYD SHANNON MCLEMORE**, hereinafter referred to as the "Debtor", to and in favor of **WILLIAM H. MCKENZIE, III**, as Trustee, hereinafter referred to as the "Trustee", for the benefit of First Security Bank as Successor Trustee of the **WILLIAM F. MCLEMORE MARITAL TRUST** established May 11, 2002), hereinafter referred to as the "Beneficiary", Witnesseth That:

Whereas, the Debtor is justly indebted to the Beneficiary in the principal sum of **SIXTY THOUSAND AND NO/100 DOLLARS, (\$60,000.00)**, together with interest thereon from and after the effective date hereof at the rate of eight (8%) per centum per annum, said principal and interest being due and payable as follows:

Principal and accrued interest due and payable October 14, 2010.

The Debtor reserves the right to prepay any or all of said indebtedness before maturity without penalty.

The aforesaid indebtedness is evidenced by a negotiable promissory note this day executed by the Debtor to and in favor of the Beneficiary, which said note contains a provision to the effect that any amount or installment due thereunder not paid at maturity shall bear interest thereafter at the rate of ten (10%) per centum per annum; and a further provision to the effect that if default is made in the payment of any amount or installment due thereunder at maturity and said note is placed in the hands of an attorney for collection, the Debtor will pay the Beneficiary an additional amount for reasonable attorney's fees and costs for collection; and,

Whereas, the Debtor has agreed to secure payment of said indebtedness at maturity, and the faithful performance of the agreements hereinafter set forth:

Now, Therefore, in consideration of the premises, the receipt and sufficiency of all of which being hereby acknowledged, the Debtor does hereby sell convey and warrant unto the Trustee all of the Debtor's undivided right, title and interest in and to the real estate lying and being situated in the DeSoto County, Mississippi as is more particularly described on **Exhibit "A"** attached hereto and made a part hereof, 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 real estate.

The Debtor certifies that no part of the real estate described on Exhibit "A" hereto constitutes any part of his homestead.

Austyn

This Deed of Trust also secures any further amounts that may be advanced and not herein mentioned. This provision, however, does not imply or infer any obligation or commitment by the Beneficiary to make any such further advances.

The Debtor agrees to pay to the Beneficiary all amounts due under the terms of said note promptly at maturity; to pay all taxes and assessments lawfully levied and assessed against the above described property before they become delinquent; to remove no improvements from said property and to permit no waste to be committed thereon; to keep the improvements now or hereafter located on said property in a reasonably good state of repair; to keep the insurable improvements, if any, now located on said property insured against loss or damage by fire or tornado in such amounts as the Beneficiary may reasonably require, such policy or policies of insurance to be issued by a responsible insurance company satisfactory to the Beneficiary and to contain a statutory mortgage clause making any loss or damage payable to the Beneficiary as the Beneficiary's interest may appear; to pay the premiums for such insurance; and to deliver such policy or policies of insurance to the Beneficiary.

In the event the Debtor shall fail to pay said taxes and assessments before they become delinquent, the Beneficiary may pay the same and all lawful penalties, interest and damages thereon; and in the event the Debtor should fail to comply with the foregoing provisions with reference to insurance, the Beneficiary may procure such insurance. All amounts expended by the Beneficiary on account of such taxes, assessments and insurance premiums shall be immediately due and payable by the Debtor to the Beneficiary with interest thereon at the rate of ten (10%) per centum per annum from the date of the expenditure by the Beneficiary until the Beneficiary is reimbursed, and the repayment of such amounts with said interest thereon shall be fully secured by the deed of trust.

In the event of default hereunder by the Debtor, or if at any time the Beneficiary shall reasonably deem said property endangered as security for said indebtedness, the Trustee may, at the request of the Beneficiary, take immediate possession of said property and hold the same for the benefit of all parties in interest until such time as said property is sold as hereinafter provided.

Upon default being made in the performance of any of the agreements herein contained, the entire indebtedness shall, at the option of the Beneficiary, become immediately due and payable. If the secured indebtedness is payable in installments, then, upon default being made in payment of any installment of principal or interest at maturity, the entire indebtedness shall, at the option of the Beneficiary, become immediately due and payable.

The Beneficiary is hereby given the right at any time to appoint a trustee to act in the place of the trustee herein named or in place of any succeeding trustee. Any such appointment may be made by means of an instrument of writing signed by the Beneficiary; and the effect of any such appointment shall be to vest immediately in such succeeding trustee all the title, rights and powers herein conferred upon or vested in the trustee herein named.

All rights herein conferred upon the Beneficiary shall inure to and may be exercised by the holder of said note in the event of a change of ownership of said note by assignment, bequest, inheritance or otherwise. If the Beneficiary or any subsequent holder of said note is a corporation, said rights may be exercised by such corporation acting by and through any officer or agent thereof.

This conveyance, however, is made in trust, and is subject to the following limitations and conditions, to-wit: If the Debtor shall faithfully and punctually keep and perform all the agreements herein contained, then this conveyance shall be void and of no further force and effect; but, if default shall be made by the Debtor in the observance and performance of any of said agreements, the Trustee shall, at the request of the Beneficiary, sell said property at public auction to the highest bidder for cash at such time and place as he may elect, after having given notice of the time, place and terms of sale in the manner and for the time now or hereafter required by the laws for the sale of lands under deeds of trust of the state in which the real estate herein described is located. The Trustee may sell said property either as a whole or in parcels, all statutory provisions in this regard being hereby expressly waived by the Debtor. The proceeds arising from such sale shall be applied by the Trustee as follows: first, to the payment of the cost and expense of such sale, including a reasonable attorney's fee; next, to the payment of the indebtedness then owing to the Beneficiary under the terms of said note and of this deed of trust; and, lastly, the balance, if any, shall be paid to the Debtor or his assigns.

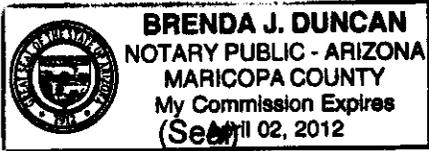
WITNESS the signature of the Debtor on this the 10th day of October, 2009.


FLOYD SHANNON MCLEMORE

STATE OF Az

COUNTY OF Maricopa

Personally appeared before me, the undersigned authority in and for the said State and County, on this 10th day of October, 2009, within my jurisdiction, the within named FLOYD SHANNON MCLEMORE, who acknowledged that he signed and delivered the above and foregoing Deed of Trust for the purposes mentioned on the day and year therein mentioned as his free and voluntary act and deed.



Brenda J. Duncan
Notary Public

My Commission Expires: 4-2-2012

Indexing Instructions: Lot 2, Lake Forrest Commercial Subdivision in Section 25, Township 1 South, Range 9 West; and,

Fraction NE-1/4 of Section 31 and North 60 feet of SW-1/4 of Section 31, Township 1 South, Range 8 West; and,

Fraction NW-1/4 of Section 31, Township 1 South, Range 8 West;

Debtor Address: 514 West Pierson St.
Phoenix, AZ 85013

Beneficiary Address: P. O. Box 1690
Batesville, MS 38606

Instrument Prepared by: First Security Bank
Trust Department
P. O. Box 1690
Batesville, MS 38606
662-563-9311

Exhibit A

PARCEL 1:

Part of the Northwest Quarter of Section 31 and North 60 feet of Southwest Quarter of Section 31, Township 1 South, Range 8 West, DeSoto County, Mississippi, and being more particularly described as follows:

Commencing from the northwest corner of Section 31, Township 1 South, Range 8 West, and running thence North $89^{\circ}58'$ East with the north line of Section 31 a distance of 307.64 feet to a point; thence South $00^{\circ}02'$ East 40.0 feet to the northeast corner of the Central Guardian Life Insurance Company property described in Book 112, Page 496; thence North $89^{\circ}58'$ East with the south line of Gordon Road 1938.79 feet to the northwest corner of the Marvin C. Franzen tract as described in Quit Claim Book 146, Page 22; thence South $00^{\circ}19'$ West with the west line of said Franzen tract 177.8 feet to the southwest corner thereof; thence North $89^{\circ}58'$ East with the south line of said Franzen tract 400.00 feet to a point in the west line of the William Bond, Inc. property as described in Book 81, Page 512; thence South $00^{\circ}19'$ West with the west line of the Bond property and with the half section line of Section 31, a distance of 2481.30 feet to an iron pin found; thence South $89^{\circ}58'$ West paralleling the half section line of Section 31 and 60 feet southwesterly therefrom a distance of 2651.75 feet to a point in the west line of Section 31; thence NORTH with the west line of Section 31 a distance of 2428.71 feet to a point; thence North $89^{\circ}58'$ East along the south line of the Central Guardian Life Insurance Company property 307.80 feet to the southeast corner thereof; thence North $00^{\circ}02'$ West with the east line of the Central Guardian Life Insurance Company 230.34 feet to the point of beginning, and containing 159.05 acres.

The above described property is part of the same property conveyed to Elvin A. Presley by Charles H. Davis, Trustee, as shown by Trustee's Deed dated May 15, 1972, and of record in Book 95, Page 606, of the Deed Records of DeSoto County, Mississippi, and also being the same property conveyed to Boyls Development Company by Elvin A. Presley as shown in Warranty Deed dated December 1, 1972 and of record in Book 101, Page 33 of the Deed Records of DeSoto County, Mississippi, and also being the same property described of record in Trustee's Deed recorded in book 142, Page 628, of the Deed Records of DeSoto County, Mississippi.

Floyd Shannen McHenry

Signed for Identification

Exhibit A

LESS AND EXCEPT:

PARCEL NO. 1

Begin at a point on the proposed Easterly right-of-way line of State Project No. 79-0030-01-009-10 that is 60.0 feet Easterly of and perpendicular to the centerline of said project at Station 147 + 72.83, said point being 706.6 feet North of and 66.8 feet East of the Southwest corner of the Northwest 1/4 of Section 31, Township 1 South, Range 8 West; from said point of beginning thence run South 00° 33' East along the proposed Easterly right-of-way line of said project, a distance of 1387.1 feet; thence run Southerly along a line that is 60.0 feet Easterly of and parallel with the centerline of said project, a distance of 372.7 feet; thence run South 08° 41' West along the last mentioned parallel line, a distance of 218.6 feet to the Southerly line of grantors property; thence run West along said Southerly property line, a distance of 52.0 feet to the present Easterly right-of-way line of Mississippi Highway No. 301; thence run North 00° 24' West along said present Easterly right-of-way line, a distance of 104.9 feet; thence run North 00° 10' West along said present Easterly right-of-way line, a distance of 1400.1 feet; thence run North 00° 14' West along said present Easterly right-of-way line, a distance of 472.6 feet; thence run North 89° 27' East along said present Easterly right-of-way line, a distance of 48.4 feet to the point of beginning, containing 2.43 acres, more or less, and

PARCEL NO. 2

Begin at a point that is 60 feet Easterly of and perpendicular to the centerline of State Project No. 79-0030-01-009-10 at Station 150 + 00, said point being 479.4 feet South of and 64.7 feet East of the Northwest corner of Section 31, Township 1 South, Range 8 West; from said point of beginning thence run North 00° 33' West along the present Easterly right-of-way line of Mississippi Highway No. 301, a distance of 209.7 feet to a Northerly line of grantors property; thence run North 88° 00' East along said Northerly property line, a distance of 10.0 feet to the proposed Easterly right-of-way line of said project; thence run South 00° 33' East along said proposed Easterly right-of-way line, a distance of 109.9 feet to a point that is 70.0 feet Easterly of and perpendicular to the centerline of said project at Station 151 + 00; thence run South 08° 03' West along said proposed Easterly right-of-way line, a distance of 100.3 feet to the point of beginning, containing 0.04 acres, more or less.

Floyd Shannon McGinnis

Signed for Identification

Exhibit A

TOWNSHIP 1 SOUTH, RANGE 1 WEST, DEBOTO COUNTY, MISSISSIPPI.

Section 11:

Begin at the point of intersection of an easterly line of Defendants property with the present southerly right-of-way line of Mississippi Highway No. 302 as shown on the plans for Federal Aid Project No. 44-0021-01-022-10, from said point of beginning run thence South 00° 20' West along said easterly property line, a distance of 18.7 feet; thence run South 84° 32' West, a distance of 244.8 feet; thence run North 03° 11' West, a distance of 181.3 feet to a point that is 80 feet southerly of and perpendicular to the centerline of survey of said project at Station 174+00; thence run South 89° 14' West, a distance of 168.3 feet; thence run South 89° 44' West, a distance of 388.8 feet; thence run South 76° 38' West, a distance of 129.0 feet; thence run North 88° 32' West, a distance of 30.0 feet; thence run North 77° 29' West, a distance of 148.1 feet to a point that is 80 feet southerly of and perpendicular to the centerline of survey of said project at Station 167+00; thence run North 89° 21' West, a distance of 100.0 feet; thence run South 87° 48' West, a distance of 100.1 feet; thence run North 86° 28' West, a distance of 100.1 feet; thence run North 89° 21' West, a distance of 328.0 feet to a point on said present southerly right-of-way line; thence run North 82° 04' East along said present southerly right-of-way line, a distance of 75.7 feet; thence run easterly along said present southerly right-of-way line, a distance of 1695.1 feet to the point of beginning, containing 0.88 acres, more or less.

All of the above being situated in and a part of the Northwest 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Northwest 1/4.

Floyd Lawrence McQueen

Signed for Identification

Exhibit A

NOT LESS AND EXCEPT BUT INCLUDING:

PARCEL 2

Boundary survey of S. 7957, more or less, acre tract of land being located in the northwest quarter of Section 31, Township 1 South, Range 8 West, DeSoto County, Mississippi, and is further described by metes and bounds as follows:

Begin at a "P.R. Nail" (found) at the Accepted Northwest corner of the Northwest quarter of Section 31, Township 1 South, Range 8 West; thence North 88 degrees 53 minutes 58 seconds West 4.58 feet to a point in the centerline of Goodman Road (Mississippi State Highway No. 382); thence North 89 degrees 27 minutes 58 seconds East 389.39 feet with said centerline of said Road to a point; thence South 89 degrees 33 minutes 58 seconds East 48.88 feet to a point; thence South 81 degrees 57 minutes 25 seconds East 28.88 feet to an iron stake (set) in the (New) southerly line of said Goodman Road (Mississippi State Highway No. 382), said stake being also the True Point of Beginning for the herein described tract; thence South 89 degrees 27 minutes 11 seconds West 68.28 feet with the southerly line of said Road to a "Hub & Tack" stake (found as staked by Mississippi State Highway Department) at the intersection of the southerly line of Goodman Road (Mississippi State Highway No. 382) and the (New) easterly line of Mississippi State Highway No. 381; thence South 43 degrees 58 minutes 58 seconds West 387.27 feet with the easterly line of said Highway No. 381 to a "Hub & Tack" stake (found as staked by the Mississippi State Highway Department); thence South 81 degrees 55 minutes 18 seconds East 63.82 feet with the easterly line of said Highway No. 381 to an iron stake (set) in an existing fence line; thence North 88 degrees 52 minutes 35 seconds East 213.86 feet to an iron stake (set); thence North 81 degrees 57 minutes 25 seconds West 218.36 feet to the point of beginning obtaining S. 7957, more or less, acres of land being subject to all codes, regulations and revisions, assessments and right-of-ways of record.

Floyd Maxine McHenry
Signed for Identification

Exhibit A

PARCEL NO. 3

Begin at a Northwest corner of grantors property, said point being 31.5 feet South of and 290.1 feet East of the Northwest 1/4 of Section 31, Township 1 South, Range 8 West; from said point of beginning thence run South 89° 46' East along the present southerly right-of-way line of Goodman Road, a distance of 109.8 feet; thence run North 89° 42' East along said present southerly right-of-way line of Goodman Road, a distance of 190.2 feet to a point that is 40 feet southerly of and perpendicular to the centerline of Goodman Road at Station 25 + 50 as shown on the plans for State Project No. 79-0030-01-009-10) thence run South 82° 07' West along the proposed easterly right-of-way line of said project, a distance of 151.6 feet; thence run along a line that is 60 feet southerly of and parallel with the centerline of Goodman Road, a distance of 109.9 feet to a westerly line of grantors property; thence run North 00° 14' East along said westerly property line, a distance of 20.0 feet to the point of beginning, containing 0.08 acres, more or less, and

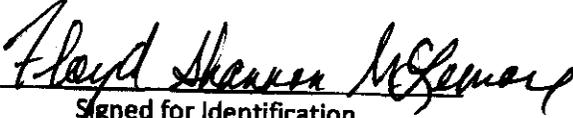
Parcels No. 1, 2 and 3 contain in the aggregate of 2.55 acres, more or less, and being situated in the West 1/2 of the Northwest 1/4 of Section 31, Township 1 South, Range 8 West, DeSoto County, Mississippi.

Floyd Warren McQuinn

Signed for Identification

Exhibit A

Lot 2, Lake Forrest Commercial Subdivision, in Section 25, Township 1 South, Range 9 West, DeSoto County, Mississippi, as shown by plat appearing of record in Plat Book 26, Page 25, in the office of the Chancery Clerk of DeSoto County, Mississippi.


Signed for Identification