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This Instrument Prepared By & Should be Returned To:
Cindy Lubiani, Loan Administrator
Mississippi Land Bank, FLCA
P.O. Box 667
Senatobia, MS 38668
(662) 562-9664

Loan No.: 857191
Name: Herbert H. Hawks
Branch: Senatobia

INDEXING INSTRUCTIONS: **SECTION 25, T-3-S, R-7-W:** The NE $\frac{1}{4}$ of the Northeast Quarter and **SECTION 30, T-3-S, R-6-W:** The NW $\frac{1}{4}$ of the Northwest Quarter. All lying in DeSoto County, Mississippi.

PARTIAL RELEASE

THE STATE OF MISSISSIPPI §
COUNTY OF DESOTO §

KNOW ALL MEN BY THESE PRESENTS:

THAT, the Mississippi Land Bank, ACA, (hereinafter "LENDER") is the owner and holder of certain indebtedness, evidenced by promissory note(s) and secured by deed of trust/mortgage lien(s), respectively, either as original payee and mortgagee therein, or as assignee and/or transferee by instrument of record (or held unrecorded) in the county in which the land is situated, which note(s) and deed(s) of trust/mortgage(s) are particularly referred to herein as follows:

Amount of Note	Date of Deed of Trust or Mortgage	Executed By & Address	Recorded in Volume/ Book	Page
\$422,000	3/10/06	Herbert H. Hawks, Trustee of the Herbert H. Hawks Revocable Living Trust	2428	272

of the Chancery Clerk, Records of DeSoto County, Mississippi to which deed(s) of trust/mortgage(s) and the record thereof reference is here made for all pertinent purposes.

WHEREAS, the mortgagor(s) or assign(s) desire a release of the lien(s) above set forth insofar ONLY AND NO FURTHER as is concerned that certain tract of land or interest therein, located in DeSoto County, Mississippi and described as follows:

15.278 acres located in Sections 25 and 30, Township 3 South, Range 6 West and 7 West, in DeSoto County, Mississippi, and more particularly described in the attached "EXHIBIT A".

NOW, THEREFORE, for a valuable consideration the receipt of which is hereby acknowledged, the LENDER, as mortgagee ONLY, acting herein by its duly authorized officers, does by these

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present release from the lien(s) above described, and to which it as mortgagee may be entitled, such tract or interest in land which is particularly described above.

IT IS EXPRESSLY UNDERSTOOD, AND BY THE ACCEPTANCE OF THIS INSTRUMENT THE MORTGAGOR(S) OR THEIR ASSIGNS AGREE, that this is a partial release ONLY of the tract or interest in land above particularly described, and shall not and does not in any manner whatsoever release, change, modify, or affect the deed of trust/mortgage lien(s), contracts, covenants and powers of sale on the remaining lands and premises described in such deed(s) of trust/mortgage(s) and the same shall for all purposes exist and continue in full force and effect and to the extent and for the purposes therein set forth, the same as if this partial release had not been executed.

IN WITNESS WHEREOF, the Mississippi Land Bank, ACA has executed this instrument on the **16th** day of **November, 2010**.

By: Joseph L. Hill
Joseph L. Hill, Vice President
Mississippi Land Bank, ACA

(See attached regarding name of lender)

THE STATE OF MISSISSIPPI §

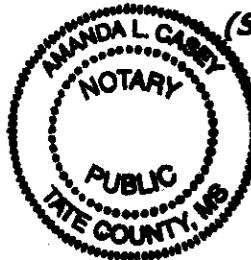
COUNTY OF TATE §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Joseph L. Hill, whose name as Vice President of the Mississippi Land Bank, ACA, as Agent and Attorney-In-Fact for the MISSISSIPPI LAND BANK, ACA, a federally chartered corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation .

Given under my hand and official seal this **16th** day of **November, 2010**.

Amanda L. Casey
Notary Public

My Commission Expires: Dec 19, 2010



(SEAL)

Notary Public State of Mississippi
At Large
My Commission Expires
December 19, 2010
BONDED THRU
HEIDEN, BROOKS & GARLAND, INC.

THE STATE OF _____ §

COUNTY OF _____ §

THIS CERTIFIES that the foregoing instrument of writing, with its certificate of authentication, was filed for record in my office on the _____ day of _____, 2010, at _____ o'clock __.m., and duly recorded by me on the _____ day of _____, 2010, in Vol./Book _____, Page _____, of the _____ Records of _____ County, _____.

Clerk of Said County

By: _____, Deputy

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"EXHIBIT A"
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BEING A LEGAL DESCRIPTION OF PART OF THE HERBERT H. HAWKS, TRUSTEE FOR THE HERBERT H. HAWKS REVOCABLE LIVING TRUST PROPERTY IN WARRANTY DEED OF RECORD AT BOOK 327-PAGE 19 AT THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, SAID PART TO BE KNOWN FOR THE PURPOSES OF THIS DESCRIPTION AS 'PARCEL 04', SAID HERBERT H. HAWKS, TRUSTEE, PROPERTY BEING SITUATED IN DESOTO COUNTY, MISSISSIPPI AND SAID PARCEL 04 BEING DESCRIBED AS:

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 3, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PERMANENT RIGHT OF WAY REQUIRED:

COMMENCE AT A FOUND REBAR AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 3, RANGE 7 WEST; THENCE NORTH 89 DEGREES 33 MINUTES 19 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 25 A DISTANCE OF 4871.36 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST - 444.51 FEET TO A POINT LYING IN THE PROPOSED NORTHERLY RIGHT OF WAY LINE OF HOLLY SPRINGS ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT LYING IN THE EASTERLY DEED LINE OF THE CLYDE C. ROGERS ESTATE PROPERTY (WARRANTY BOOK 85 - PAGE 381), HAVING MISSISSIPPI GRID WEST COORDINATES OF NORTH 1928820.20 FEET AND EAST 2431231.04 FEET, SAID POINT ALSO LYING ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1,512.39 FEET; THENCE SOUTHEASTWARDLY ALONG SAID CURVE AND ALONG SAID PROPOSED NORTHERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 57.23 FEET (DELTA ANGLE OF 02 DEGREES 10 MINUTES 05 SECONDS, CHORD BEARING OF SOUTH 60 DEGREES 19 MINUTES 05 SECONDS EAST, CHORD DISTANCE OF 57.23 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 59 DEGREES 14 MINUTES 01 SECONDS EAST CONTINUING ALONG THE PROPOSED NORTHERLY RIGHT OF WAY LINE OF HOLLY SPRINGS ROAD - 464.37 FEET TO A POINT IN THE WESTERLY DEED LINE OF THE HERBERT H. HAWKS AND WIFE MARJORIE H. HAWKS PROPERTY (BOOK 327 PAGE 437); THENCE SOUTH 00 DEGREES 21 MINUTES 58 SECONDS EAST ALONG SAID WESTERLY DEED LINE - 186.92 FEET TO A POINT ON THE PROPOSED SOUTHERLY RIGHT OF WAY LINE OF HOLLY SPRINGS ROAD; THENCE NORTH 59 DEGREES 14 MINUTES 01 SECONDS WEST ALONG THE PROPOSED SOUTHERLY RIGHT OF WAY LINE OF HOLLY SPRINGS ROAD - 561.01 FEET TO A POINT LYING ON A CURVE TO THE LEFT HAVING A RADIUS OF 1,352.39 FEET; THENCE NORTHWESTWARDLY ALONG SAID CURVE AN ARC DISTANCE OF 55.46 FEET; (DELTA ANGLE OF 02 DEGREES 20 MINUTES 58 SECONDS, CHORD BEARING OF NORTH 60 DEGREES 24 MINUTES 30 SECONDS WEST, CHORD DISTANCE OF 55.46 FEET) TO A POINT IN THE EASTERLY DEED LINE OF THE CLYDE C. ROGERS ESTATE; THENCE NORTH 30 DEGREES 07 MINUTES 56 SECONDS EAST ALONG SAID EASTERLY DEED LINE -160.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 91,046 SQUARE FEET OR 2.090 ACRES, MORE OR LESS.

AND ALSO THE FOLLOWING TRACT OF LAND:

BEING A LEGAL DESCRIPTION OF PART OF THE HERBERT H. HAWKS, TRUSTEE FOR THE HERBERT H. HAWKS REVOCABLE LIVING TRUST PROPERTY IN QUIT CLAIM DEED OF RECORD AT BOOK 327-PAGE 37 AT THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, SAID PART TO BE KNOWN FOR THE PURPOSES OF THIS DESCRIPTION AS 'PARCEL 05', SAID HERBERT H. HAWKS, TRUSTEE PROPERTY BEING SITUATED IN DESOTO COUNTY, MISSISSIPPI AND SAID PARCEL 04 BEING DESCRIBED AS:

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 3, RANGE 6 WEST, DESOTO COUNTY MISSISSIPPI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PERMANENT RIGHT OF WAY REQUIRED:

COMMENCE AT A FOUND REBAR AT THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 3, RANGE 6 WEST; THENCE SOUTH 89 DEGREES 29 MINUTES 06 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 30 A DISTANCE OF 5,330.96 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST - 713.88 FEET TO A POINT LYING IN THE PROPOSED NORTHERLY RIGHT OF WAY LINE OF HOLLY SPRINGS ROAD SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION SAID POINT LYING IN THE EASTERLY DEED LINE OF THE HERBERT H. HAWKS, TRUSTEE, PROPERTY (BOOK 327 - PAGE 19), HAVING MISSISSIPPI GRID WEST COORDINATES OF NORTH 1928554.32 FEET AND EAST 2431679.77 FEET, THENCE SOUTH 59 DEGREES 14 MINUTES 01 SECONDS EAST ALONG THE PROPOSED NORTHERLY RIGHT OF WAY LINE OF HOLLY SPRINGS ROAD -772.84 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY LINE; THENCE NORTH 30 DEGREES 45 MINUTES 59 SECONDS EAST - 45.00 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY LINE; THENCE SOUTH 59 DEGREES 14

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"EXHIBIT A"
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MINUTES 01 SECONDS EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE 113.31 FEET TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 1,020.93 FEET; THENCE SOUTHEASTWARDLY ALONG SAID CURVE AND ALONG SAID NORTHERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 558.21 FEET (DELTA ANGLE OF 3 DEGREES 19 MINUTES 39 SECONDS, CHORD BEARING OF SOUTH 74 DEGREES 53 MINUTES 30 SECONDS EAST, CHORD DISTANCE OF 551.28 FEET) TO AN ANGLE POINT IN SAID NORTHERLY RIGHT OF WAY LINE; THENCE SOUTH 00 DEGREES 33 MINUTES 40 SECONDS EAST - 20.00 FEET TO AN ANGLE POINT IN SAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 89 DEGREES 26 MINUTES 20 SECONDS EAST - 23.89 FEET TO A POINT IN THE WESTERLY DEED LINE OF THE BONNIE GREER MEREDITH PROPERTY (DEED BOOK 421-PAGE 358); THENCE SOUTH 00 DEGREES 30 MINUTES 22 SECONDS EAST ALONG SAID WESTERLY DEED LINE - 15.00 FEET TO A POINT IN THE SOUTHERLY DEED LINE OF THE GREER PROPERTY; THENCE NORTH 89 DEGREES 26 MINUTES 20 SECONDS EAST ALONG SAID SOUTHERLY DEED LINE - 1,337.10 FEET TO A POINT IN THE WESTERLY DEED LINE OF THE WILLIAM L. McDERMOTT PROPERTY; THENCE SOUTH 00 DEGREES 38 MINUTES 45 SECONDS EAST ALONG SAID WESTERLY DEED LINE - 445.00 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 15 SECONDS WEST - 55.00 FEET; THENCE NORTH 00 DEGREES 38 MINUTES 45 SECONDS WEST - 160.00 FEET TO AN ANGLE POINT; THENCE SOUTH 89 DEGREES 21 MINUTES 15 SECONDS WEST - 15.00 FEET TO AN ANGLE POINT; THENCE NORTH 00 DEGREES 38 MINUTES 45 SECONDS EAST - 105.00 FEET TO A POINT IN THE PROPOSED SOUTHERLY RIGHT OF WAY LINE OF HOLLY SPRINGS ROAD; THENCE SOUTH 89 DEGREES 26 MINUTES 20 SECONDS WEST - 487.63 FEET TO AN ANGLE POINT; THENCE SOUTH 00 DEGREES 33 MINUTES 40 SECONDS WEST - 15.00 FEET TO AN ANGLE POINT; THENCE SOUTH 89 DEGREES 26 MINUTES 20 SECONDS WEST - 804.41 FEET TO AN ANGLE POINT; THENCE SOUTH 00 DEGREES 33 MINUTES 40 SECONDS EAST - 20.00 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1,270.92 FEET; THENCE NORTHWESTWARDLY ALONG SAID CURVE AND ALONG SAID PROPOSED SOUTHERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 694.90 FEET (DELTA ANGLE OF 31 DEGREES 19 MINUTES 39 SECONDS, CHORD BEARING OF NORTH 74 DEGREES 53 MINUTES 50 SECONDS WEST, CHORD DISTANCE OF 686.28 FEET) TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 59 DEGREES 14 MINUTES 01 SECONDS WEST - 113.31 FEET TO AN ANGLE POINT; THENCE NORTH 30 DEGREES 45 MINUTES 59 SECONDS EAST - 45.00 FEET TO AN ANGLE POINT; THENCE CONTINUING ALONG SAID PROPOSED SOUTHERLY RIGHT OF WAY LINE NORTH 59 DEGREES 14 MINUTES 01 SECONDS WEST - 676.20 FEET TO A POINT IN THE EASTERLY DEED LINE OF THE HERBERT H. HAWKS, TRUSTEE, PROPERTY; THENCE NORTH 00 DEGREES 21 MINUTES 58 SECONDS WEST ALONG SAID EASTERLY DEED LINE - 186.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 574,462 SQUARE FEET OR 13.188 ACRES, MORE OR LESS.

11/16/10
 Date



 Joseph L. Hill, Vice President
 Mississippi Land Bank, ACA



Charter

Mississippi Land Bank, FLCA Tate County, Mississippi

The Farm Credit Administration, in accordance with the Farm Credit Act of 1971, as amended (Act), hereby amends and restates the charter for the Federal Land Bank Association of North Mississippi, FLCA, whose name is changed to Mississippi Land Bank, FLCA (Association). The Association is a federal land credit association, which is a federal land bank association possessing authority to make and participate in long-term real estate mortgage loans. The Association is a subsidiary of Mississippi Land Bank, ACA, and is affiliated with the Farm Credit Bank of Texas. The location of the principal office of the Association is in the city of Senatobia, county of Tate, state of Mississippi. The Association is a Farm Credit institution and a federally chartered instrumentality.

By this amended and restated federal charter, the Farm Credit Administration hereby reauthorizes said Association to exercise all powers conferred on the Association under the Act and the regulations of the Farm Credit Administration within the following territory:

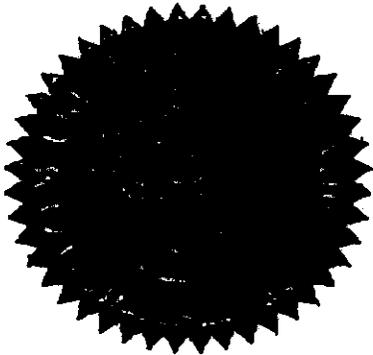
In the state of Mississippi, the counties of Alcorn, Attala, Benton, Bolivar, Calhoun, Chickasaw, Choctaw, Clay, Coahoma, De Soto, Itawamba, Lafayette, Lee, Lowndes, Marshall, Monroe, Noxubee, Oktibbeha, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Webster, Winston, and Yalobusha.

The Association is subject to the Conditions of Approval imposed by the Farm Credit Administration.

IN WITNESS WHEREOF, the Chairman of the Farm Credit Administration has executed this amended and restated charter and caused the seal of the Farm Credit Administration to be affixed this fourth day of January 2010. This charter shall be effective January 4, 2010.

Charter No. 7842

FARM CREDIT ADMINISTRATION
McLean, Virginia



Leland A. Strom
Chairman

Attest

Roland E. Smith
Secretary to the Board

**CONDITIONS OF APPROVAL FOR CHARTERING
MISSISSIPPI LAND BANK, ACA WITH TWO WHOLLY OWNED SUBSIDIARIES,
MISSISSIPPI, PCA AND MISSISSIPPI LAND BANK, FLCA**

The Farm Credit Administration (FCA) imposes these Conditions of Approval (Conditions) under 12 U.S.C. § 2261 in connection with FCA's approval of the request by the Federal Land Bank Association of North Mississippi, FLCA to consolidate with a newly formed production credit association, to be known as Mississippi, PCA (PCA), and form Mississippi Land Bank, ACA (ACA) with two wholly owned subsidiaries, PCA and Federal Land Bank Association of North Mississippi, FLCA, which will be renamed Mississippi Land Bank, FLCA (FLCA). These Conditions are effective on the date the charters for ACA and PCA and the amended charter for FLCA become effective. These Conditions will remain in effect until the FCA amends, waives, or terminates them. If, at any time, the FCA believes it appropriate to take any action affecting ACA, FLCA, or PCA, (collectively "the Associations"), nothing in these Conditions prevents the FCA from doing so.

CONDITION I

The Associations will comply, on a combined or consolidated basis, with those requirements of the Farm Credit Act of 1971, as amended (Act), and regulations issued under the Act that are applicable to Farm Credit System (System) associations, including, but not limited to, board of director requirements, capital requirements, assessment obligations, lending limits, and reporting requirements, except when the FCA determines that compliance in such manner is not appropriate. When the FCA determines that to effect the intent of the Act or regulations issued thereunder it is not appropriate for the Associations to comply with a statutory or regulatory requirement on a combined or consolidated basis, the FCA will notify the Associations of such and each of the Associations will comply with the statutory or regulatory requirement as provided in the notice.

CONDITION II

Any General Financing Agreement and other financing agreement or arrangement between one or more of the Associations and the Farm Credit Bank of Texas (FCB), or other System institution, will require that all the current and future assets of each of the Associations be available to collateralize and secure any and all loans made by FCB, or other System institution.

CONDITION III

The Associations will by written agreement between and among the Associations guarantee and, at a minimum, pledge all current and future assets of each of the Associations to collateralize and secure each debt and other legal obligation that any of the Associations owe to any individual or legal entity, including, but not limited to, FCB, other creditors, and members or borrowers of one or more of the Associations. The effective date of the written agreement will be the date these Conditions become effective.

CONDITION IV

- A. FLCA and PCA will irrevocably transfer to ACA the voting rights that FLCA or PCA may have or acquire as a stockholder of FCB or other System bank.
- B. In votes that are cast on the basis of the number of an association's voting stockholders, ACA will cast for ACA, FLCA, and PCA only one vote assigned a weight proportional to the number of voting stockholders of ACA.
- C. In votes that are cast on the basis of the number of shares owned by an association, ACA will cast the votes for each class of equities of ACA, FLCA, or PCA, entitled to vote, on a combined basis.

CONDITION V

ACA, FLCA, or PCA will not, without the prior written approval of the FCA, issue, sell, transfer, contribute, or otherwise convey ownership of any shares of the voting stock of FLCA or PCA to any individual or legal entity, except to ACA.