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DK T BK 3,263 PG 147
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

_____ State of Mississippi _____ Space Above This Line For Recording Data

This document was prepared by: COVENANT BANK SOUTHAVEN BRANCH
ATTN: Todd Quinton, SVP Loan Officer, 232 GOODMAN RD W SOUTHAVEN, MS 38671. (662) 536-2016
(name, address, phone number)

* Return to: Covenant Bank, 232 Goodman Rd W., Southaven MS 38671

INDEXING INSTRUCTIONS: The real property described herein is situated as follows: Lot 4, 1st Revision To Lot 3 Church Venture Subdivision quarter of Section 12, Township 2 South, Range 8 West of the 1st Judicial District of Desoto County, Mississippi in Plat Book 109, Page 23. Deed of trust Book 3175 Page 400.

LANDLORD'S/MORTGAGEE'S CONSENT AND DISCLAIMER

(For Use With Real or Personal Property)

WHEREAS, COVENANT BANK

_____, (hereinafter referred to as "Bank"), is about to enter into a
Loan Agreement dated August 26, 2010 with
FILLIN STATION GRILLE, LLC

whose address is 4075 CHALICE DR SOUTHAVEN, MS 38672

_____, (hereinafter referred to as "Borrower"), wherein
Bank is granted a security interest in Borrower's goods, equipment and other personal property described on Exhibit A and made a part hereof, together with all parts, fittings, accessories, renewals and replacements of all or any part thereof, (hereinafter referred to as "Equipment"), located at premises briefly described as

said premises being more particularly described on Exhibit A, and made a part hereof, of which the Undersigned is either the owner and landlord, or the mortgagee, as identified beneath the signature undersigned; and

WHEREAS, Bank is willing to enter into said Loan Agreement only if the Undersigned will consent to Bank's security interest in said Equipment being superior to that of the Undersigned.

NOW THEREFORE, in consideration of mutual covenants and agreements herein contained, and in order to induce Bank to extend financial accommodations for the benefit of the Borrower, the Undersigned, intending to be legally bound, hereby agrees as follows;

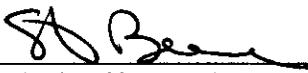
The Undersigned consents to Bank's security interest in said Equipment being superior to the interest of the Undersigned therein. Pursuant to Mississippi Uniform Commercial Code

_____, as applicable, the Undersigned disclaims any interest in said Equipment as fixtures. This consent and disclaimer is to continue so long as any sum remains owing from Borrower to Bank; and during said time, Bank may enter said premises or any other premises where the said Equipment may be found and remove it; or, in the case of accessions, remove said Equipment from the "Whole" to which it may be affixed or in which it may be installed, without liability on Bank for damage to the realty or to the "Whole". Said Equipment shall at all times be considered personal property and shall not constitute fixtures or

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be considered part of said premises or part of the "Whole", and shall not be subject to the lien of the Undersigned's deed of trust or security interest. The Undersigned will not seek to levy execution on said Equipment, and will notify any assignee of its deed of trust or security interest of the existence of this disclaimer. The Undersigned agree to waive and release any and all right of distraint, levy or execution against the Equipment for any rent or other sums due or to become due under any lease of the premises or otherwise during the terms of the Bank's security interest and any renewal, extension or modification thereof. The Undersigned agrees to make this disclaimer known to any transferee of the premises and any person who may have any interest or right in the premises or the Equipment, and further agrees to notify Bank promptly of any default under its lease, security interest or deed of trust which affects the Equipment. This disclaimer shall be binding upon the executors, administrators, successors, and assignees of the Undersigned, and shall inure to the benefit of the successors and assigns of the Bank.

IN WITNESS WHEREOF, the Undersigned has executed this Consent and Disclaimer this the _____
26th day of August 2010

By: 
(Landlord or Mortgagee)

(Acknowledge here if the Landlord or Mortgagee who signed above is an individual)

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, within my jurisdiction, the within named _____, who acknowledged that (he) (she) (they) executed the above and foregoing instrument.

NOTARY PUBLIC

My commission expires: _____

(SEAL)

(Acknowledge here if the Landlord or Mortgagee who signed above is a Corporation)

STATE OF Mississippi
COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 19th day of November 2010, within my jurisdiction, the within named Steve Beene, who acknowledged that (he) (she) is Chief manager + member of Fillin Station Grille, LLC, a MS LLC corporation, and that for and on behalf of the said corporation, and as its act and deed (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Michaela Roberts
NOTARY PUBLIC

My commission expires: 12-3-13



EXHIBIT A

LOT 4, FIRST REVISION TO LOT 3 OF LOTS 2 & 3 CHURCH VENTURE SUBDIVISION, IN SECTION 12, TOWNSHIP 2 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 109, PAGE 23, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI. Deed of Trust Book 3175 Page 400.