

State of Mississippi Space Above This Line For Recording Data

This document was prepared by (name, address, phone): Kathy Davidson
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Return to: BancorpSouth Loan Ops.
P.O. Box 4360 Tupelo, MS 38803-4360 662-620-3600

INDEXING INSTRUCTIONS

Per Miss. Code Ann. § 89-5-33, you are instructed to index this document in the Northeast, Northwest, Southeast, and Southwest Quarters of all Quarter Section(s) or Section(s) mentioned in the legal description contained herein which states the Section(s), Township(s) and Range(s). The quarter-quarter sections cannot be determined by the preparer of this instrument. Therefore, the lands described herein could possibly be located in any of the quarter-quarter sections noted above.

REAL ESTATE DEED OF TRUST

This Security Instrument secures a line of credit.

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is 7/25/2011 and the parties, their addresses and phone numbers are as follows:

GRANTOR: FIRST BAPTIST CHURCH OF OLIVE BRANCH INC
9235 PIGEON ROOST RD
OLIVE BRANCH DESOTO COUNTY MS 386542419
Bus. Phone: 662-895-5481

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

TRUSTEE: J. PATRICK CALDWELL
PO BOX 4360
TUPELO, MS 38803-4360

LENDER: BANCORPSOUTH BANK
PO BOX 4360
TUPELO, MS 38803-4360

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6955 Goodman Rd
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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 Exhibit A annexed hereto and made a part hereof as if copied herein verbatim.

The property is located in DESOTO _____ at _____
(County)

9235 PIGEON ROOST RD _____, OLIVE BRANCH _____, Mississippi 38654 _____
(Address) (City) (Zip Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, 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").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ UNLIMITED IN AMOUNT _____. 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(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)*
A loan dated 7/25/2011 in the principal amount of \$222,989.26 that matures on 8/05/2014
Given by FIRST BAPTIST CHURCH OF OLIVE BRANCH INC
- 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 purpose of the debt. If more than one person signs this Security Instrument, each Grantor 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

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EXHIBIT A

Being the First Baptist Church of Olive Branch, Inc. properties consisting of Lot 16, a portion of Lots 1, 15 and 17, all being within Block 14 of the Town of Olive Branch as shown on the Town of Olive Branch map recorded in Plat Book 1, Page 24 in the Office of the Chancery Clerk of DeSoto County, Mississippi being contained entirely within the northwest quarter of Section 34, Township 1 South, Range 6 West, Town of Olive Branch, DeSoto County, State of Mississippi being more particularly described by metes and bounds as follows:

Commencing at a point being the physical centerline intersection of Pigeon Roost Road and Blocker Street; thence North 38 degrees 27 minutes 13 seconds West along the centerline of said Pigeon Roost Road a distance of 1233.86' to a point; thence departing from and perpendicular to said centerline of Pigeon Roost Road, South 51 degrees 32 minutes 47 seconds West a distance of 16.00' to a point on the existing curb line (found crow's foot), said point being on the southwest right of way line of said Pigeon Roost Road (16' from centerline), said point being the north corner of the City of Olive Branch property as recorded in Book 278, Page 134 in said Chancery Clerk's Office, said point also being the **TRUE POINT OF BEGINNING**; thence along an existing retaining wall being the northwest line of said City of Olive Branch property, said line also being the southeast line of Lot 1, Block 14 as shown on the Town of Olive Branch map recorded in Plat Book 1, Page 24 in said Chancery Clerk's Office and the northwest line of Lot 2, Block 14 of the Town of Olive Branch map, South 33 degrees 49 minutes 59 seconds West a distance of 192.79' to a point, said point being the south corner of said Lot 1, the west corner of said Lot 2, and on the east line of Lot 16, Block 14 of the Town of Olive Branch map; thence along an existing retaining wall being the southwest line of said City of Olive Branch property, said line also being the southwest line of said Lot 2, and the east line of said Lot 16, South 36 degrees 56 minutes 38 seconds East a distance of 198.43' to a point, said point being 10.00' from the southeast corner of said Lot 16; thence departing from said east line of Lot 16, South 29 degrees 56 minutes 14 seconds West a distance of 9.96' to a point on the south line of said Lot 16, said point being 11.00' west of said southeast corner of Lot 16; thence along said south line of Lot 16, North 86 degrees 39 minutes 58 seconds East a distance of 11.00' to a point being said southeast corner of Lot 16, said point also being the south corner of said City of Olive Branch property; thence along the southeast line of said City of Olive Branch property being the southeast line of said Lot 2, North 53 degrees 53 minutes 27 seconds East a distance of 198.30' to a point on said southwest right of way line of Pigeon Roost Road; thence along said southwest right of way line of Pigeon Roost Road, South 38 degrees 27 minutes 13 seconds East a distance of 10.01' to a point, said point being on the most northerly line of Lot 3, Block 14 of the Town of Olive Branch map; thence departing from said southwest right of way line of Pigeon Roost Road along said most northerly line of Lot 3, South 53 degrees 53 minutes 27 seconds West a distance of 195.49' to a point, said point being an angle point in the west line of said Lot 3; thence along the most westerly line of said Lot 3, South 17 degrees 47 minutes 52 seconds West a distance of 481.19' to a found "W" iron pin representing the south corner of said Lot 3, said point being 242.0' north along the east line of Lot 15, Block 14 from the southeast corner of said Lot 15; thence South 87 degrees 21 minutes 59 seconds West a distance of 364.91' to a found iron post on the west line of said Lot 15 being common with the southeast line of Lot 17, Block 14 of the Town of Olive Branch map; thence along said southeast line of said Lot 17 and the west line of said Lot 15, South 17 degrees 13 minutes 38 seconds West a distance of 112.24' to a point being the northeast corner of the Jayne Payne Herrington property as recorded in Book 153, Page 277 in said Chancery Clerk's Office (found disturbed iron rod 1.3' east), said point being North 17 degrees 13 minutes 38 seconds East a distance of 128.34' from a found iron rod representing the southeast corner of said Lot 17; thence departing from said east line of Lot 17 and said west line of Lot 15 along the north line of said Jayne Payne Herrington property North 89 degrees 32 minutes 32 seconds West a distance of 214.18' to a point on the east line of Lot 18, Block 14 of said Town of Olive Branch map and the west line of said Lot 17, said point being the southeast corner of H. W. Winders, Jr. property as recorded in Book 24, page 501 in said Chancery Clerk's Office (found iron pin); thence departing from said north line of the Jayne Payne Herrington property and said southeast corner of the H. W. Winders, Jr. property along said east line of Lot 18, said west line of Lot 17, the east line of said H. W. Winders, Jr. property and the east line of the Northcentral Mississippi Electric Power Association property as recorded in Book 72, Page 383 in said Chancery Clerk's Office, North 09 degrees 07 minutes 15 seconds West a distance of 608.44' to a point being the southwest corner of the Quinton D. Winders property as recorded in Book 36, Page 576 in said Chancery Clerk's Office; thence departing from said east line of Lot 18 and said west line of Lot 17 along the south line of said Quinton D. Winders property, North 84 degrees 48 minutes 51 seconds East a distance of 196.00' to a point being the southeast corner of said Quinton D. Winders property; thence along the east line of said Quinton D. Winders property, North 09 degrees 28 minutes 54 seconds West a distance of 19.37' to a point (found disturbed iron rod on line), thence along said east line of the Quinton D. Winders property and the east line of the Bessie Bell Coleman property as recorded in Book 251, Page 442 in said Chancery Clerk's Office, North 08 degrees 24 minutes 30 seconds West a distance of 258.22' to a point in the south right of way line of Highland Street (16.50' from centerline); thence departing from said east line of the Bessie Bell Coleman property along said south right of way line of Highland Street, North 86 degrees 36 minutes 08 seconds East a distance of 422.53' to a point of curvature; thence continuing along said south right of way line of Highland Street in a northeasterly direction along the arc of a curve to the left having a radius of 2108.50' (Long Chord = North 85 degrees 53 minutes 41 seconds East, 52.05') an arc distance of 52.06' to a point; thence continuing along said south right of way line of Highland Street, North 85 degrees 11 minutes 15 seconds East a distance of 64.87' to a point of curvature; thence continuing along said south right of way line of Highland Street in a northeasterly direction along the arc of a curve to the left having a radius of 351.68' (Long Chord = North 73 degrees 56 minutes 13 seconds East, 137.23') an arc distance of 138.11' to a point; thence continuing along said south right of way line of Highland Street, North 62 degrees 41 minutes 10 seconds East a distance of 6.76' to a point of curvature; thence in a southeasterly direction along the arc of a curve in the right having a radius of 15.00' (Long Chord = South 77 degrees 53 minutes 01 seconds East, 19.05') an arc distance of 20.65' to a point in said southwest right of way of Pigeon Roost Road; thence along said southwest right of way line of Pigeon Roost Road, South 38 degrees 27 minutes 13 seconds East a distance of 119.05' to the **TRUE POINT OF BEGINNING**.

Containing 603,291 square feet or 13.850 Acres, more or less.

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EXHIBIT A (CONT.)

House and lot described as BEGINNING at a point 507 feet East of the intersection of Highland Street and Cockrum Road; thence running South 150 feet to a point; thence West 70 feet to a point; thence North 150 feet to a point on Highland Street; thence East 70 feet parallel with Highland Street to the point of beginning, being located and described as being part of Lot 17, Block 14, as shown by the official map of the City of Olive Branch, also part of the Northwest Quarter of Section 34, Township 1, Range 6 West, DeSoto County, Mississippi and being the same property described of record in Deed Book 48, Page 186, Land Deed Records, DeSoto County, Mississippi and being all of the property owned by Mary Lucille Payne in the City of Olive Branch, at the time of her death.

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.

- 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 deposit 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.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

- 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. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:
 - A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Grantor receives from the holder.
 - C. 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 payment. 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 all or any part 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. A beneficial interest in Grantor is sold or transferred.
 - B. There is a change in either the identity or number of members of a partnership or similar entity.
 - C. 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.

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- 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:
- A. 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.
 - B. 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.
 - C. 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 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 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 the 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 assigns, grants and bargains to Lender as additional security all the right, title and interest in the following (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 but not limited to, any extensions, renewals, modifications or replacements (Leases).

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- B. Rents, issues and profits, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Grantor 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 (Rents).

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 will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and 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 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 require) 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; TIME-SHARES; 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 purpose of creating, securing or guarantying the Secured Debt;
 - 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;

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- 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; or
- G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

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.

If there is a 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 589-1-55, in effect at the time of the proposed sale.

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 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.
- 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.

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- 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 costs, penalties and expenses, 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. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. 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.
- 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 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.
- 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 the 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 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 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. WAIVER.** Except to the extent prohibited by law, Grantor waives all appraisal rights relating to the Property.
- 29. U.C.C. PROVISIONS.** If checked, the following are applicable to, but do not limit, this Security Instrument:
- 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.

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- Crops; Timber; Minerals; Rents, Issues and Profits.** Grantor grants to Lender a security interest in all crops, timber, 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").
- 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 also suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.

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 a 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 05th day of January, 2005 and recorded in Book 2,141 page 261 deed records DeSoto County, Mississippi, and is in no way intended to void the said deed of trust or impair the security thereof.
- Separate Assignment.** The Grantor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.
- Additional Terms.**

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.

Entity Name: FIRST BAPTIST CHURCH OF OLIVE BRANCH INC

Ken Hadley
(Signature) KEN HADLEY, TRUSTEE (Date)

Jay Nowell 7/25/11
(Signature) JAY NOWELL, TRUSTEE (Date)

Entity Name: _____

(Signature) _____ (Date)

(Signature) _____ (Date)

ACKNOWLEDGMENT:

STATE OF Mississippi, COUNTY OF Desoto } ss.
(Individual) Personally appeared before me, the undersigned authority in and for the said county and state, on this 25 day of July, 2011, within my jurisdiction, the within named Ken Hadley and Jay Nowell, who acknowledged that he/she/they executed the above and foregoing instrument.
My commission expires:

Theresa Branson
(Notary Public)



(Business or Entity Acknowledgment)

STATE OF Mississippi, COUNTY OF Desoto } ss.
Personally appeared before me, the undersigned authority in and for the said county and state, on this 25 day of July, 2011, within my jurisdiction, the within named Ken Hadley and Jay Nowell, who acknowledged that he/she/they are Trustees of First Baptist Church of Olive Branch Inc.

My commission expires:

Theresa Branson
(Notary Public)



Date of Real Estate Document: 7/25/2011

Additional Parties Type: Entity

Name and Address of Parties: _____

FIRST BAPTIST CHURCH OF OLIVE BRANCH INC
9235 PIGEON ROOST RD
OLIVE BRANCH DESOTO COUNTY MS 386542419
Bus. Phone: 662-895-5481

SIGNATURES. By signing, the undersigned agree to the terms contained in the named real estate document. The undersigned also acknowledge receipt of a copy of this named real estate document.

FIRST BAPTIST CHURCH OF OLIVE BRANCH INC
Entity Name

Entity Name


Signature TOMMY TAYLOR, TRUSTEE

Signature


Signature DUKE ROGERS, TRUSTEE

Signature

Signature

Signature

Signature

Signature

ACKNOWLEDGMENT.

(Individual)

STATE OF _____, COUNTY OF _____ } ss.
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.
My commission expires:

(Notary Public)

(Individual)

STATE OF _____, COUNTY OF _____ } ss.
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.
My commission expires:

(Notary Public)

(Business or Entity Acknowledgment)

STATE OF _____, COUNTY OF _____ } ss.
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 is _____

My commission expires:

(Notary Public)

(Business or Entity Acknowledgment)

STATE OF MISSISSIPPI, COUNTY OF DESOTO } ss.
Personally appeared before me, the undersigned authority in and for the said county and state, on this 25 day of July, 2011, within my jurisdiction, the within named Tommy Taylor and Duke Rogers

who acknowledged that ~~he/she~~ is they are Trustees of First Baptist Church of Olive Branch Inc.

My commission expires:



Theresa Blumson
(Notary Public)