

DEED OF TRUST - MISSISSIPPI

BOOK 895 PAGE 436

Grantors: WILLIE HINES AND WIFE SHIRLEY HINES
Lender: Norwest Financial Nevada, Inc. TENNESSEE INC. 1275 WINCHESTER RD., MEMPHIS, TN, 38116
Trustee: Richard Raeside
Total of Payments: \$ 21480.00 Finance Charge: \$ 7011.43 Amount Financed: \$ 14098.14 Number of Monthly Instalments: 60 First Instalment Due Date: 04/26/97 18 Annual Percentage Rate: 18.00 %
Agreed Rate of Interest: 18.00 %

This Deed of Trust, made this 21st day of March, 1997, witnesseth that Grantors named above are indebted to Lender named above on a certain Note of even date in the amount stated above as "Total of Payments", evidencing a loan with the "Amount Financed" stated above, made to Grantors of Lender. Said Note is payable in the number of monthly instalments above stated. The first instalment due date is stated above. Other instalments are payable on the same day of each succeeding month. The finance charge and agreed rate of interest applicable to said loan and Note are above stated.

In consideration of the aforesaid indebtedness and in order to secure the prompt payment of said Note and any future note or notes executed and delivered to Lender by Grantors at any time before said Note shall be paid in full, evidencing either a future loan by said Lender or a refinancing of any unpaid balance of said Note or renewal thereof, or both such future loans and refinancing, but not exceeding in the aggregate at any one time an unpaid amount of \$100,000, the Grantors hereby sell, convey, and warrant unto the Trustee named above the following described real estate located in

DeSota County, State of Mississippi

PREPARED BY:
RECORD & RETURN TO:
STATE TITLE & ESCROW, INC.
3003 Shelby Oaks Dr., #128
Memphis, TN 38134
901-372-6679

"See Attachment"

To have and to hold the same unto the said Trustee, and unto his heirs in trust and assigns, forever.

But this is a Trust Deed, and this conveyance is in trust for the following purposes and none other: If the Grantors shall well and truly pay and discharge the indebtedness secured hereby, according to the terms of the instrument or instruments evidencing the same, then this instrument and conveyance shall be void and of no further force and effect. But if Grantors default in payment of any indebtedness hereby secured, or default in any term or condition of any other obligation, agreement, or indebtedness owing to Lender, or default in any term or condition of any other obligation, agreement, or indebtedness secured by the above-described real estate owing to any party whatsoever, then the Trustee may upon demand of the holder of the Note declare immediately due and payable all indebtedness then remaining unpaid and secured hereby, and the Trustee, or his successor, is hereby authorized and empowered to enter and take possession of said real estate, and before or after such entry, to advertise the sale of said real estate once each week for three consecutive weeks, giving notice of the time, place, and terms of sale in a newspaper published in the county in which said real estate is located, and to sell the same to the highest bidder for cash at the Court House in said county free from equity of redemption, homestead, dower, and all other exemptions, all of which are hereby expressly waived, and said Trustee shall execute a conveyance and deliver possession to the purchaser, or the Trustee may sell the real estate described herein for cash in such other manner as may be provided or permitted by law.

The Lender, its successors and assigns may in writing appoint successive or substitute trustees in the place of the Trustee named herein or any successor Trustee if from any cause said Trustee or any successor Trustee shall not be present, able and willing to act hereunder or if said Lender or its successors or assigns shall for any reason desire to do so.

In case of sale under this Deed of Trust, the proceeds will be applied by the Trustee as follows: first, to the payment of necessary expenses of this trust and its execution, and second, to the indebtedness secured hereby, and the surplus, if any, shall be paid to the Grantors.

Wherever used herein the plural number shall be construed to include the singular, the singular the plural, and the use of any gender shall include all genders.

In Witness Whereof the Grantors have hereunto set their hands and seals the 21st day of March, 1997.

Handwritten signatures of Willie Hines and Shirley Hines. Notary seal for BSW.E. DAVIS CH. CLK. with date MAR 28 10 27 AM '97. 'NO SIGN HERE' stamp.

STATE OF MISSISSIPPI

COUNTY OF DeSota

Personally appeared before me, the undersigned authority, the within named Willie Hines and Shirley Hines

acknowledged that he, she or they, as the case may be, signed and delivered the above foregoing Deed of Trust on the 21st day of March, 1997.

Given under my hand and official seal this the 21st day of March, 1997.

My commission expires My Commission Expires 7-11-99

This instrument was prepared by Frieda A. Gardner

Financial Nevada, Inc., Tennessee Inc., 1275 Winchester Rd., Memphis, TN 38116

(ADDRESS)

Handwritten initials and date 3/27/97

## CONTINUATION SHEET

The North one-half acre of land, together with the old dwelling house thereon located, and being the North one-half of the following described one acre tract of land, to-wit:

One (1) acre in the South part of the Southeast Fourth of the Southeast Quarter of Section Sixteen (16), Township One (1), Range Eight (8) West, and with said one acre being described as follows: Beginning at a point 140 yards East and 70 yards North of the Southwest corner of a 35 acre tract which was conveyed to Matt Lee Glover by deed dated February 21, 1911, of record in Book 15, Page 514, of the Deed Records of said County; thence from said beginning point East along Harvey Leonard's north line a distance of 70 yards to a stake; thence North 70 yards to a stake; thence West 70 yards to a stake; thence South 70 yards to the beginning, and together with the easement and right of way across the former lands of Matt Lee Glover from said one acre to Tulane Public Road( formerly known as Jacob Road).

Being the same property conveyed to Willie Hines by Deed from U. S. Hines and wife, Lizzie Hines, dated 6-23-83, recorded 6-23-83, in Book 165, Page 327, in the Register's Office of DeSoto County, Mississippi, Less and Except that portion sold in Book 66, Page 412.

Property known as: 9109 Tulane Rd.  
Southaven, MS 38671

*SKH* W.S.H

