

BK 1220PG0691

DEED OF TRUST

Record and Return to:
Tri-State Title & Escrow, Inc.
5901 Shelby Oaks Dr. # 180
Memphis, TN 38134
901-372-6679

Grantors: TAMMY D STIGALL

Lender: Norwest Financial Mississippi, Inc. 775 GOODMAN RD STE 3, SOUTHAVEN, MS 38671

Trustee: TRI-STATE TITLE & ESCROW, & INC.

This Deed of Trust, made this 12TH day of JUNE, 2000, witnesseth that Grantors named above are indebted to Lender named above on a certain Note of even date in the amount of \$69,600.00 (Total of Payments), evidencing a loan in the amount of \$35,900.10 (Amount Financed), made to Grantors by Lender. Said Note is payable in 120 monthly instalments. The first instalment due date is 07/14/00. Other instalments are payable on the same day of each succeeding month. The Agreed Rate of Charge per year applicable to said loan and Note is 15.00 %.

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 DESOTO County, State of MISSISSIPPI :

STATE MS.-DESOTO CO.
FILED

JUN 13 3 15 PM '00

Parcel # 1076 24-00.0-00014-01

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

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WELLS FARGO BANK

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 the day and year first above written.

Tammy D Stigall
GRANTOR

◀SIGN HERE

GRANTOR

◀SIGN HERE

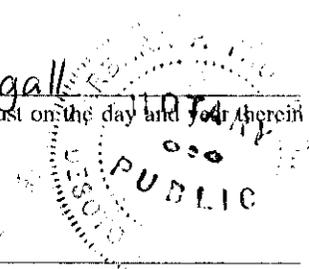
STATE OF MISSISSIPPI
COUNTY OF DESOTO } ss.

Personally appeared before me, the undersigned authority, the within named Tammy D. Stigall who acknowledged that he, she or they, as the case may be, signed and delivered the above foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal this 12th day of June, 2000.

My commission expires Barbara Thompson
NOTARY PUBLIC

This instrument was prepared by EVELYN H FOWLER of Norwest Financial Mississippi, Inc., 775 GOODMAN RD, STE 3, SOUTHAVEN, MS 38671, Mississippi 349-0229 (ADDRESS)



36984
12/13

4. The land referred to in this commitment is described as follows:

Lot No. 2 of the Luddie Sesley Subdivision filed in the office of the DeSoto County, Mississippi Chancery Clerk.

Beginning at the Northwest corner of the Northeast Quarter of Section 24, Township 1 South, Range 7 West, DeSoto County, Mississippi; thence East along the Section line 742 feet to a point; thence South 402.26 feet to an iron pin, being the point of beginning of the hereinafter described 1.5 acre tract; thence East 185.5 feet to an iron pin; thence South 352.24 feet to an iron pin; thence West 185.5 feet to an iron pin; thence North 352.24 feet to the point of beginning. *Also see Plat Book 27, Page 27 + Plat Book 32 + Page 31.*

Being the same property conveyed to Tammy Lewis Stigall by Deed from Luddie Sesley, dated 6-20-88, recorded 7-27-88, in Book 206, Page 418, in the Chancery Clerk's Office of DeSoto County, Mississippi.

Property known as 5665 Stateline Rd., Olive Branch, MS 39654

Tri-State Title and Escrow, Inc.

By: *Diane Lubarau*
Authorized Officer or Agent

Countersigned at Memphis
Commitment No. TST-31104

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Tammy L. Stigall

10 Jan 1989