

DEED OF TRUST

Record and Return to:
Tri-State Title & Escrow, Inc.
5601 Shelby Oaks Dr # 180
Memphis, TN 38134
901-372-8679

Grantors: THELMA M. SMITH
Lender: Wells Fargo Financial Mississippi, Inc., 775 GOODMAN RD STE 3 SOUTHAVEN, MS, 38671
Trustee: TRI STATE TITLE

This Deed of Trust, made this 9TH day of APRIL, 2001, witnesseth that Grantors named above are indebted to Lender named above on a certain Real Estate COD Revolving Loan Agreement of even date, evidencing a loan made to Grantors by Lender. Said Real Estate COD Revolving Loan Agreement is payable in monthly instalments. The Agreed Rate of Charge per year applicable to said loan and Real Estate COD Revolving Loan Agreement is 18.00%.

In consideration of the aforesaid indebtedness and in order to secure the prompt payment of said Real Estate COD Revolving Loan Agreement and any future note or notes executed and delivered to Lender by Grantors at any time before said Real Estate COD Revolving Loan Agreement shall be paid in full, evidencing either a future loan by said Lender or a refinancing of any unpaid balance of said Real Estate COD Revolving Loan Agreement or renewal thereof, or both such future loans and refinancing, but not exceeding in the aggregate at any one time an unpaid amount of \$200,000, the Grantors hereby sell, convey, and warrant unto the Trustee named above the following described real estate located in DESOTO County, State of MISSISSIPPI:

THE DESCRIPTION OF THE PROPERTY IS ON A SEPERATE FORM ATTACHED TO THIS DEED OF TRUST, WHICH DESCRIPTION IS PART OF THIS DEED OF TRUST.

STATE MS - DESOTO CO
APR 17 1 13 PM '01

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 Real Estate COD Revolving Loan Agreement 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.

Handwritten signature of Thelma M. Smith

◀ SIGN HERE

GRANTOR

◀ SIGN HERE

GRANTOR

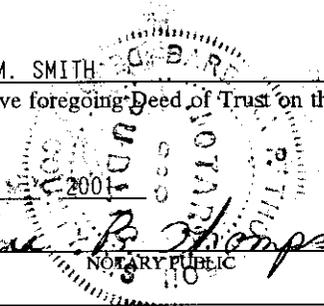
STATE OF MISSISSIPPI } SS.
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority, the within named THELMA M. SMITH 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 9TH day of APRIL

My commission expires 3/29/2003

Handwritten signature of Barbara B. Thompson, Notary Public



This instrument was prepared by KEN FORD
Financial Mississippi, Inc., 775 GOODMAN RD STE 3 SOUTHAVEN, MS, 38671
(ADDRESS)

of Wells Fargo, Mississippi

Handwritten number 39451

One acre of land, more or less, located in Section 36, Township 1, Range 9,
Goodman Road, DeSoto County, Mississippi, 400 feet and south 40 feet from the
northwest corner of the Northeast Quarter of Section 36, Township 1, Range 9;
thence north 84 degrees 30 minutes east 130 feet to an iron pin; thence south
5 degrees 30 minutes east 335.08 feet to an iron pin; thence south 84 degrees
30 minutes west 130.0 feet to an iron pin; thence north 5 degrees 30 minutes
west 335.08 feet to the point of beginning.

Being the same property conveyed to Thelma M. Smith by Deed from Fannie Laura
Morgan, dated 8-27-74, recorded 8-27-74, in Book 114, Page 249, in the
Chancery Clerk's Office of DeSoto County, Mississippi.

Property known as 6449 West Goodman Road, Walls, Mississippi

*ADDENDUM FOR LEGAL DESCRIPTION
OF MORTGAGE/DEED OF TRUST
DATED 7-9-00 2001
MORTGAGORS.*

Thelma M. Smith

Commitment No. TST-39456

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