

DEED OF TRUST

Record and

Grantors: Betty W. McDonald AKA Betty W. Shidler and Christopher Shidler

Lender: Wells Fargo Financial Bank, 3201 North 4th Avenue, Sioux Falls, SD 57104

Trustee: Stewart Title Guaranty Company

This Deed of Trust, made this 3rd day of June, 2002, witnesseth that Grantors named above are indebted to Lender named above on a certain Credit Card Account Agreement (the "Agreement") evidencing a loan made to Grantors by Lender. Said Agreement is payable to the Lender and evidences a loan consisting of an initial advance (if any) and future advances under the Agreement in an amount not to exceed \$200,000 outstanding at any time, and interest on the amount outstanding from time to time at the rate applicable from time to time thereunder and according to the terms thereof.

In consideration of the aforesaid indebtedness and in order to secure the prompt payment of said Agreement and any future note or notes executed and delivered to Lender by Grantors at any time before said Agreement shall be paid in full, evidencing either a future loan by said Lender or a refinancing of any unpaid balance of said Agreement, 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 De Soto County, State of MISSISSIPPI

Lot 313, Section B, Lake O' The Hills Subdivision, in Section 19, Township 3 South, Range 9 West, as per plat thereof of record in Plat Book 2, at pages 35-36, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Being the same property conveyed to Betty W. McDonald be Deed from Joseph E. Taylor, dated 10/3/88, recorded 10/4/88, in Book 208, Page 569, in the Chancery Clerk's Office of DeSoto County, Mississippi.

Property known as 3620 Councils Fiord Cove, Hernando, Mississippi.

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 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.

STATE MS. - DESOTO CO. AKA Betty W. McDonald GRANTOR **←SIGN HERE**
AKA Betty W. Shidler GRANTOR **←SIGN HERE**
Christopher Shidler

STATE OF Tennessee
COUNTY OF Shelby

JUN 13 8 39 AM '02
SS.

BK 1517 PG 575

Personally appeared before me, the undersigned authority, the within named Betty W. McDonald AKA Betty W. Shidler and Christopher Shidler 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.

**Christopher Shidler
Given under my hand and official seal this 3rd day of June, 2002

My commission expires MY COMMISSION EXPIRES FEB: 15, 2006

Janet M. [Signature]
NOTARY PUBLIC

This instrument was prepared by Wells Fargo Financial Bank, 3201 North 4th Avenue, Sioux Falls, SD 57104.

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

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